

**STATE BOARD OF EDUCATION MEETING**  
**October 17, 2005**  
**Lewis-Clark State College**  
**Williams Conference Center**  
**Lewiston, Idaho**



**EXECUTIVE SESSION** Pursuant to Idaho Code Section 67-2345(1)

(a) to consider hiring a public officer, employee, staff member or individual agent.

This paragraph does not apply to filling a vacancy in an elective office;

(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, or public school student

(c) to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency;

(d) to consider records that are exempt by law from public inspection

(f) to consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

**Monday, October 17, 8:00 a.m.**

**BOARDWORK**

1. Agenda Review / Approval
2. Rolling Calendar
3. Minutes Review / Approval

**OPEN FORUM**

**CONSENT AGENDA**

**IRSA**

1. Approval of Pending Rule – IDAPA 08.02.03, Rules Governing Thoroughness, LEP
2. Approval of Pending Rule – IDAPA 08.02.03, Rules Governing Thoroughness, NAEP

## **BAHR – SECTION I - HUMAN RESOURCES**

3. Boise State University – New Positions & Changes to Positions
4. Idaho State University – New Positions
5. University of Idaho – New Positions & Changes to Positions
6. Lewis-Clark State College – New Positions

## **BAHR – SECTION II – FINANCE**

7. Boise State University – Naming/Memorializing Buildings/Facilities
8. Request to Carry Over FY2005 Funds
9. FY2007 Capital Budget Requests
10. Agency Dashboard Reports

## **PPGAC**

11. Approval of Pending Rule – IDAPA 08.02.02, Rules Governing Uniformity, Commercial Driving Schools
12. Approval of Pending Rule – IDAPA 08.02.03, Rules Governing Thoroughness, Removal of Standards from the Rule and Incorporation by Reference
13. Alcohol Permits Issued by University Presidents

## **REGULAR AGENDA**

### **BUSINESS AFFAIRS & HUMAN RESOURCES – Milford Terrell**

#### **Section I – Human Resources (15-20 minutes)**

1. Boise State University - Women's Head Basketball Coach Contract
2. University of Idaho:
  - a. Men's Head Football Coach Contract
  - b. Women's Head Swim Coach Contract
  - c. Two Co-Head Coach Contracts: Men and Women's Track and Field & Cross Country Teams
3. Review of Board Policies And Procedures Relating to Salary/Compensation
4. Idaho State University – Review of Salary Increases

## **Section II – Finance**

1. Boise State University – Presentation of New Campus Master Plan
2. Boise State University – Eminent Domain – Property Acquisition
3. Boise State University – Approval of Plan and Design of Student Union Building Expansion and Parking Deck
4. Boise State University – Approval of Purchase of Specialized Electron Microscope
5. Boise State University – Approval of Citadel Communications Contract Addendum
6. Boise State University – Interactive Learning Center Increased Construction Costs
7. Idaho State University – Approval of Two Requests for Proposal
  - a. Replacement Hardware / Operating System
  - b. Conversion to UNIX-Based System
8. University of Idaho – Approval of Property Easement – Hagerman Aquaculture
9. University of Idaho – Approval of Property Easement – UI Experimental Forest
10. Lewis-Clark State College – Approval of Sale of Property – Student Residence
11. Approval of FY2007 Budget Revisions
12. Approval of 1<sup>st</sup> Reading of Amendment of Board Policy – Section V.S.2. - Enrollment Workload Adjustment Budget Base Multiplier
13. Approval of 1st Reading of Amendment of Board Policy – Section V.E., Gifts and Affiliated Foundations
14. Sources and Uses of College & University Funds

## **PLANNING, POLICY & GOVERNMENTAL AFFAIRS – Blake Hall**

1. Presidents' Council Report
2. Lewis Clark State College Progress Report
3. Approval of Legislative Amendments
  - a. Uniform Reporting of Student Information

- b. Rulemaking Authority for the Division of Vocational Rehabilitation
  - c. Idaho Course/Program Registration Process
- 4. Approval of 1<sup>st</sup> Reading of Amendment of Board Policy – IV.B.10 – Idaho Student Information Management System

## **INSTRUCTION, RESEARCH & STUDENT AFFAIRS – Laird Stone**

- 1. Status of the University of Idaho – Architecture Program
  - a. University of Idaho
  - b. Architecture Foundation
- 2. Office of Performance Evaluation (OPE) Findings – Idaho Council for Technology in Learning
- 3. PLATO Learning: I-PLN Presentation
- 4. Additional Yearly Growth (AYG) and Distinguished Schools Rewards
- 5. Review of the proposed legislation to codify the Idaho Career Information System (CIS)
- 6. Proposed Rule – IDAPA 08.02.03, Rules Governing Thoroughness, Rewards
- 7. Rule Waiver of Administration of the Direct Math Assessment

## **DEPARTMENT OF EDUCATION – Marilyn Howard**

- A. Request for Letters of Authorization, Jana Jones
- B. Annual Report - Hardship Elementary School - Cassia County School District #151, Albion Elementary School, Tim Hill
- C. Idaho State University, Special Education-Deaf and Hard of Hearing Graduate Program Focus Review Report, Jana Jones
- D. Northwest Nazarene University: Proposed Special Education Directors' Program Focus Review Report, Jana Jones
- E. Petition to Transfer Property from Bliss Jt. School District No. 234 to Hagerman Jt. School District No. 233, Jana Jones
- F. Petition to Transfer Property from West Bonner School District No. 83 to Lakeland Jt. School District No. 272, Jana Jones

- G. Proposed Administrative Rule Amendment to 08.02.03.128.01: Curricular Materials Selections: Subject Areas – Adoption Cycle Change and Addition of Limited English Proficiency, Jana Jones
- H. Proposed Rule Amendment to IDAPA 08.02.02.004.01: Incorporated by Reference - Revisions to the Idaho Standards for Initial Certification of Professional School Personnel: Elementary, Mathematics, English Language Arts, Foreign Language, and Visual-Performing Arts Standards Teachers, Jana Jones
- I. Proposed Rule Amendment to IDAPA 08.02.02.020.01: Standard Secondary Certificate Professional Education Core Requirements - Reading in the Content Area, Jana Jones
- J. Proposed Rule Amendments to IDAPA 08.02.02.022.02-.11, 08.02.02.023.02-.13, 08.02.02.024.02-.16: Endorsements Requirements for Teacher Certification, Jana Jones
- K. Proposed Rule Amendment to 08.02.02 076: Code of Ethics for Idaho Professional Educators (Sections 33-1208 and 33-1209, Idaho Code); and Proposed Rule Amendment to 08.02.02.077: Definitions for Use with the Code of Ethics for Idaho Professional Educators (Sections 33-1208 and 33-1209, Idaho Code) - Language and Definition Clarifications in the Code of Ethics, Jana Jones
- L. Proposed Rule - IDAPA 08.02.02.031: Junior Reserve Officers Training Corp (ROTC) Instructors, and Proposed Change to .032-.033 (Reserved), Jana Jones
- M. Proposed Rule Amendments to IDAPA 08.02.02.028: Exceptional Child Certificate; IDAPA 08.02.02.029 Consulting Teacher Endorsement; and IDAPA 08.02.02.030 Supervisor/Coordinator of Special Education Endorsement, Jana Jones
- N. Approval to Operate an Elementary School with Less Than Ten (10) Pupils in Average Daily Attendance, Tim Hill
- O. Report on Reading Scores, Chris Hanson
- P. Presentation of the Public School Budget for FY 2007, Tim Hill

## **OTHER / NEW BUSINESS**

If auxiliary aids or services are needed for individuals with disabilities, or if you wish to speak during the Open Forum, please contact the Board office at 334-2270 no later than two days before the meeting. While the Board attempts to address items in the listed order, some items may be addressed by the Board prior to or after the order listed.

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1. Agenda Approval

Does the Board have any changes or additions to the agenda?

2. Minutes Approval

**BOARD ACTION**

**To approve the minutes from August 10-11, 2005 as submitted.**

3. Rolling Calendar

**BOARD ACTION**

**To approve October 12-13, 2006 as the dates and Lewis Clark State College as the location for the October 2006 regularly scheduled Board meeting.**

**To approve November 8, 2005 as the date and Boise, Idaho as the location for the special teleconference Board meeting.**



STATE BOARD OF EDUCATION  
TRUSTEES OF BOISE STATE UNIVERSITY  
TRUSTEES OF IDAHO STATE UNIVERSITY  
TRUSTEES OF LEWIS-CLARK STATE COLLEGE  
BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO  
STATE BOARD FOR PROFESSIONAL-TECHNICAL EDUCATION  
TRUSTEES FOR THE IDAHO SCHOOL FOR THE DEAF AND THE BLIND

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**DRAFT MINUTES  
STATE BOARD OF EDUCATION  
August 10-11, 2005  
North Idaho College  
Edminster Student Union Building  
Coeur d'Alene, Idaho**

A regular meeting of the State Board of Education was held August 10-11, 2005 at North Idaho College in Coeur d'Alene, Idaho. President Rod Lewis presided. Members present were:

Rod Lewis, President  
Blake Hall  
Sue Thilo

Paul Agidius  
Karen McGee  
Marilyn Howard, State Superintendent

**EXECUTIVE SESSION**

**M/S (McGee/Hall): To move into executive session, pursuant to Idaho Code Section 67-2345(1), on August 10, 2005 at 4:00 p.m. *Motion carried unanimously.***

**M/S (Hall/McGee): To go out of Executive Session at 6:30 p.m. and adjourn for the evening. *Motion carried unanimously.***

**M/S (Hall/Thilo): To move into executive session, pursuant to Idaho Code Section 67-2345(1), on August 11, 2005 at 8:10 a.m. *Motion carried unanimously.***

**M/S (McGee/Hall): To go out of Executive Session at 8:55 a.m. and move into the Open Session. *Motion carried unanimously.***



In executive session, The Board considered hiring a public officer, employee, staff member or individual agent; considered the evaluation, dismissal or disciplining of, or complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student; conducted deliberations concerning labor negotiation or to acquire an interest in real property which is not owned by a public agency; considered records that are exempt from public inspection; considered preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations; and considered and advised its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

**OPEN SESSION****BOARDWORK (0.06)**1. Agenda Review

Board member McGee asked to postpone Item 7 of the Instruction, Research and Student Affairs agenda until the next meeting. There were no objections to this change.

**By consent, the Board approved the agenda as modified.**

2. Minutes Approval

**M/S (Agidius/McGee): To approve the minutes from June 8, 2005, June 15-16, 2005, and July 12, 2005 as submitted. Motion carried unanimously.**

3. Rolling Calendar

**M/S (McGee/Agidius): To approve August 10-11, 2006 as the dates and Eastern Idaho Technical College as the location for the August 2006 regularly scheduled Board meeting; to approve the consolidation of the January and March regular Board meetings to a single regular Board meeting to be held on February 23-24, 2006 at Boise State University; and to approve January 23, 2006 as the date and at a location to be determined for a special board meeting, to be held in conjunction with the commencing of the 2006 legislative session. Motion carried unanimously.**

**OPEN FORUM (4.43)**

Peter Vik, Idaho State University Faculty Senate representative, spoke to the Board about fee and tuition reduction for faculty and faculty dependents. He outlined a number of benefits this practice provides for the faculty and their family members as well as for the university, the community and the state.

Robert Zemetra, University of Idaho Faculty Council representative, spoke to the Board about faculty compensation, faculty retention and staying competitive with peer institutions. Board member Hall suggested that having comparative data would be helpful.

Bill Woolston, Stephen Drown, and Phil Mead appeared as representatives of the faculty of the University of Idaho College of Arts and Architecture. They spoke to the Board in support of the plan to reestablish the College of Art and Architecture.

**By consent, the Board agreed to take up Item 4 of the Finance Section of the Business Affairs and Human Resources agenda at this time.**

## **BUSINESS AFFAIRS AND HUMAN RESOURCES -- Section II – Finance**

### **4. State Budget Process (30.23)**

Jeff Youtz of the Legislative Services Office introduced Jane McClaran of the Division of Financial Management. He presented an overview of the Budget Development process and discussed a letter that was sent to the Board. He indicated that the Legislature and the Governor's office want to understand the critical funding needs of the higher education system.

Board member Hall referenced the letter sent to the Board and observed that the Board has provided detailed information to the Legislature in the past regarding higher education. He pointed out that the Board has no control over the appropriation for higher education since it comes from the Legislature. He discussed the negative impact of the Legislature's decision in 2005 regarding equity funding.

Board member McGee referenced the letter sent to the Board and noted that it suggested the Board wasn't passing critical information on to JFAC. She emphasized that the Board has consistently provided the Legislature with detailed facts and that it will continue to do so.

Board member Agidius asked for clarification regarding the letter. Mr. Youtz responded that the underlying message of the letter is to have budget recommendations for higher education come through the Board as they have in the past.

Board President Lewis emphasized that the Board has advocated strongly on behalf of higher education. He observed that, historically, higher education has not received adequate funding. He noted that the Board has routinely submitted higher education budget requests with all of the items of highest priority to the Legislature; however, a good number of them have never been funded.

Dr. Howard asked Mr. Youtz directly what the Legislature wanted in terms of a response from the Board and he explained their position. She also spoke about the need to address population shifts and inflation in FY 2007.

Board member Hall recommended that the equity funding plan and impact results be forwarded immediately to the Joint Finance and Appropriations Committee.

Jane McClaran reported that the Division of Financial Management supports the Board's role in the budgetary process. She referred to a memorandum from Brad Foltman, the Administrator of DFM and noted that he urged the Board to continue using restraint.

**CONSENT AGENDA (1:28)**

**M/S (Agidius/McGee): To approve the Consent Agenda as presented, with the exception of item 3; and changing the effective dates on item 3 from July 1 to July 31. Motion carried unanimously.**

**1. Approval of Pending Rule Governing Thoroughness – Alternate Routes of Certification**

**By consent, the Board approved adopting pending rule IDAPA 08.02.03, Section 107 to clarify that currently certified teachers may add additional certificates or endorsements through the computer alternative based route.**

**2. Program Changes Approved by the Executive Director**

Information item.

**3. FY 2006 Compensation – Agency Heads**

**By consent, the Board approved FY 2006 compensation for Michael Rush, Administrator of the Division of Professional-Technical Education, at a salary of \$89,935, effective July 31, 2005.**

**By consent, the Board approved FY 2006 compensation for Michael Graham, Administrator of the Division of Vocational Rehabilitation, at a salary of \$85,696, and also to provide a one-time, meritorious salary increase of \$1,713.92, to be paid over a three-month period, effective July 31, 2005.**

**By consent, the Board approved the FY 2006 compensation for Peter Morrill, General Manager of Idaho Public Television, at a salary of \$82,331, effective July 31, 2005.**

**By consent, the Board approved the FY 2006 compensation for Harvey Lyter, Interim Superintendent of the Idaho School for the Deaf and Blind, at a salary of \$66,300, effective July 31, 2005.**

**By consent, the Board approved the FY 2006 compensation for Gary Stivers, Executive Director of the Office of the State Board of Education, at a salary of \$108,706, effective July 31, 2005.**

**4. New Positions & Changes to Positions – Boise State University**

**By consent, the Board approved the request by Boise State University to create five (5) new positions (4.0 total FTE); and to change title, term, salary and FTE (.75 to 1.0 each) for two (2) current positions.**

**5. New Positions – Idaho State University**

**By consent, the Board approved the request by Idaho State University for twenty-seven (27) new positions (24.5 FTE), and to increase the term on one (1) position (1.0 FTE).**

**6. New Positions & Changes to Positions – University of Idaho**

**By consent, the Board approved the request by the University of Idaho for five (5) new positions (4.38 FTE).**

**7. New Positions – Lewis Clark State College**

**By consent, the Board approved the request by Lewis Clark State College for eight (8) new positions (6.93 FTE).**

**8. New Positions & Change to Position – Eastern Idaho Technical College**

**By consent, the Board approved the request by Eastern Idaho Technical College for three (3) new positions (3.0 FTE) and to change FTE from .75 to 1.0 for one position.**

**9. Naming/Memorializing Buildings and Facilities – Idaho State University**

**By consent, the Board approved the request by Idaho State University for the College of Education Building 61, currently known as the HEVTE Building (Consumer Economics), to be renamed Albion Hall.**

**10. Report on the Approval for Purchase of a Mass Spectrometer – University of Idaho**

**By consent, the Board approved the purchase by the University of Idaho of a mass spectrometer, for research purposes, in the amount of \$529,625. The Executive Director has previously provided authorization to begin the purchasing process on an emergency basis.**

11. Amendment of Board Policy Section V.H. – Audit Policy – 2<sup>nd</sup> Reading

**By consent, the Board approved the second reading of changes to Idaho State Board of Education Governing Policies and Procedures, Section V., Subsection H., Audits.**

12. Amendment of Board Policy Section V.E. – Gifts and Affiliated Foundations Policy – Review

Information item.

13. Alcohol Permits Approved by University Presidents

Information item.

**REGULAR AGENDA**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

**Section I – Human Resources (1:33.44)**

1. Presidential Supplemental Compensation

- a. Boise State University
- b. Idaho State University
- c. University of Idaho

**M/S (Hall/McGee): To approve the supplemental compensation agreements for Dr. Robert Kustra, Boise State University; Dr. Richard Bowen, Idaho State University; and Dr. Timothy White, University of Idaho for the time period beginning July 1, 2005 and ending June 30, 2006. *Motion carried unanimously.***

2. University of Idaho – Head Women’s Volleyball Coach Contract Extension

**M/S (Hall/Thilo): To approve the request by the Regents of University of Idaho, to approve the following changes to the contract for Debbie Buchanan, Head Women’s Volleyball Coach: increase term from four (4) years to five (5) years extending to the year 2010; to increase compensation from \$60,611 to \$66,817 per year; to add supplemental compensation of \$4,000 for “coach of the year”; and to increase the media payment from \$5,000 to \$15,000. *Motion carried unanimously.***

**Section II – Finance (1:30.16)****1. Boise State University – Corporate Sponsorship Agreements – Intercollegiate Athletics**

Stacy Pearson, Boise State University, presented this item to the Board.

**a. “Big Four Sponsors”**

**M/S (Hall/Thilo): To allow Boise State University’s request to enter into three corporate sponsorship agreements with Northwest Dodge Dealers, St. Luke’s/Idaho Elks Rehabilitation Services and Verizon. *Motion carried unanimously.***

**b. “Team Bronco Partner”**

**M/S (Hall/Thilo): To approve Boise State University’s request to enter into a corporate sponsorship agreement with Carl’s Jr. and CKE Restaurants. *Motion carried unanimously.***

**2. Idaho State University – Center for Advanced Energy Studies (CAES) Project (1:36.05)**

Dr. Leonard Bond, Director for the Center for Advanced Energy Studies (CAES), and President Richard Bowen, of Idaho State University, updated the Board members on this item. Dr. Bowen reported that there has been ongoing planning since the April, 2005, Board meeting. He indicated that the partner institutions agreed that ISU should issue the bonds for the building. Meetings have been held to discuss the location of the facility.

Dr. Bond reported in more detail on the development activities. He noted that the selection of the site will be based on business case evaluation. Input for the program plan will be presented to the Department of Energy by September 30, 2005. A full presentation on the plan will be made to the Board at its October meeting.

Dr. Bond confirmed that the funding for the building is in place and acknowledged that the Board will be asked, in the future, to approve bonds for other costs. ISU will be obligated from a legal standpoint to pay off the bonds; however, Batelle will provide the appropriate guarantees regarding the debt obligation. Dr. Bowen and Dr. Bond said that the language in the contract is being carefully crafted by legal counsel to assure that the liability issues are addressed in the way all the parties agreed to.

**3. Eastern Idaho Technical College – Health Education Facility Project – Bonds**

**M/S (McGee/Hall): To authorize Eastern Idaho Technical College to enter into, and complete, the Health Education Facility project transaction and to authorize the President or his designee to finalize and execute the Site Lease, Facilities Lease, Development Agreement and the Operating Agreement for the Health Education Facility at EITC in substantially the same form as presented to the Board. *Motion carried unanimously.***

4. State Budget Process (covered earlier in the agenda)

5. Approval of FY 2007 Maintenance of Current Operations Budgets (2:00)

Jeff Shinn of the Office of the State Board reviewed this item for the Board.

**M/S (Hall/McGee): To approve a FY 2006 supplemental request for the Scholarships and Grants function within Special Programs in the amount of \$101,800 for the LEAP/SLEAP education grant program. *Motion carried unanimously.***

Steve Guerber, Idaho State Historical Society, provided background information regarding the supplemental request for a site and building security system at the Old Penitentiary site.

Board member Hall disclosed that his wife serves on the Arts Commission and while the Arts Commission may benefit from the approval of this request, neither his wife nor his family will benefit from it.

**M/S (Lewis/Hall): To approve the FY 2006 supplemental request for the Idaho State Historical Society in the total amount of \$176,000 for site/building security at the Old Idaho Penitentiary site. *Motion carried unanimously.***

Mr. Guerber provided the rationale for the Idaho Historical Society's supplemental request for \$126,000 for preservation and conservation of state historic resources. Following discussion,

Board member Hall made a motion having to do with this request.

**M/S (Hall/McGee): To move this item to the Idaho Historical Society's FY 2007 budget request, to be taken up later, rather than handling it as a supplemental. *Motion carried unanimously.***

Jeff Shinn reported that the next item, related to Idaho Public Television, is based on a federal mandate to convert to digital broadcasting. Board President Lewis and Board member McGee expressed concerns about the federal requirement. Dr. Howard observed that the federal requirement has a deadline. Gary Stivers, Executive Director of the Office of the State Board, noted that Peter Morrill, of IPTV, reported to him that converting to digital will address the maintenance and repair problems IPTV currently faces with old equipment.

Board member Hall recommended converting the equipment in a phased approach. Dr. Howard indicated that she preferred that the Board give IPTV permission to replace the existing equipment in the way IPTV determines best.

**M/S (Agidius/Thilo): To approve the FY 2007 Replacement Capital Outlay request for Idaho Public Television in the amount of \$1,000,000 for Moscow and Pocatello studio equipment as part of the conversion to digital broadcasting as mandated by the Federal Communications Commission, and \$52,000 for two replacement vehicles, totaling \$1,052,000. (A substitute motion was made.)**

**Substitute Motion (Hall/Thilo): To approve the FY 2007 Replacement Capital Outlay request for Idaho Public Television in the amount of \$1,749,200 for Moscow and Pocatello studio equipment as part of the conversion to digital broadcasting as mandated by the Federal Communications Commission, and \$52,000 for two replacement vehicles, totaling \$1,801,200. Motion carried 4-2 (McGee and Lewis dissenting).**

**M/S (Thilo/McGee): To approve for final development the MCO budget requests for the Agencies of the Board, College and Universities, Community Colleges, Agricultural Research and Extension Service, and Special and Health Programs, including approved supplemental appropriations, if any; and to delegate to the Executive Director approval of the final FY 2007 Maintenance of Current Operations budget request for these agencies, institutions and programs as developed by following State of Idaho Budget Development Manual guidelines and Board policy. Motion carried unanimously.**

At this time Board President Lewis acknowledged Dr. Jerry Beck, the newly appointed President of College of Southern Idaho.

**By consent, the Board agreed to return to Section I – Human Resources of the BAHRR Agenda to consider an action item.**

3. Consideration of Petition by Isabelle Bond



**M/S (Hall/Thilo): To approve a petition submitted by Isabelle Bond requesting that the State Board of Education review a final personnel related decision made by the University of Idaho. The manner in which this matter will be reviewed by the Board will be in accordance with conditions and procedures to be determined by the president and executive director of the Board, in consultation with legal counsel. Motion failed 3-3 (Lewis, Howard, and McGee dissenting).**

**At this time, the Board returned to Section II – Finance of the BAHHR Agenda.**

6. FY 2007 Line Items Budget Requests (Enhancements) (2:35.04)

Before proceeding, the Board asked that the record reflect that the item under Tab 5 related to the Idaho State Historical Society's request for \$126,000 for preservation and conservation was moved forward to Tab 6.

Board President Lewis noted that the Legislative Services Office inferred that it wasn't necessary to forward all the requests of the institutions and agencies to the Legislature. Based on that, he recommended that the Board proceed in a manner more in line with what has been done in past years.

**M/S (Hall/Thilo): To approve for final development the following specific budget Line Items for the College and Universities, as displayed on page 5 of Tab 6. Motion carried 5-1 (Lewis dissenting).**

Board President Lewis indicated that his intent is to reconsider Mr. Hall's motion, and determine if it is more appropriate to submit the entire list based on comments made by Jeff Youtz on the intent of the letter sent to the Board by the Legislative Services Office and the Division of Financial Management.

**Substitute Motion (Lewis/McGee): To defer consideration or approval of the line items until a special meeting can be held -- presumably 2-3 weeks hence -- with a goal of Board staff meeting with institutions and determining by category or specifically those that are highest priority to the institutions so that the Board can move those items forward to the Legislative Services Office and the Division of Financial Management. (This motion was amended.)**

Board President Lewis noted that the due date for the MCO budget request is September 1, 2005 although there is an indication that the Legislative Services Office and the Division of Financial Management will receive additional items after that date.

Board member McGee seconded the substitute motion, but asked that it be amended to include a request for a letter from the Legislature to clarify their intent. Board President Lewis put forward an amended substitute motion. As a point of clarification, Board President Lewis noted that the letter from the legislative leadership clarifying their intent must be consistent with what Jeff Youtz reported during his presentation.

**Amended Substitute Motion (Lewis/McGee): To defer consideration or approval of the line items until a special meeting can be held -- presumably 2-3 weeks hence -- with a goal of Board staff meeting with institutions and determining by category or specifically those items that are highest priority to the institutions so that the Board can move those items forward to the Legislative Services Office and the Division of Financial Management. Also, to provide, as part of this process, a request that a letter be delivered to the Board from the legislative leadership that clarifies their intent with respect to the budget request they are asking of the Board. *Motion failed 3-3 (Howard, Agidius and Hall dissenting).***

Board member Agidius emphasized the importance of providing the Legislature with the entire list of items so they can see all of the needs. Board member Hall concurred and recommended proceeding with the original motion.

**M/S (Hall/ Thilo): To approve for final development the following specific budget Line Items for the Community Colleges, as displayed on page 11 of Tab 6. *(This motion was amended.)***

During discussion of this item it was noted that it is not clear what the priority items are. Board member Hall amended his motion to reflect that need.

**Amended M/S (Hall/Thilo): To approve for final development the following specific budget Line Items for the Community Colleges, as displayed on page 11 of Tab 6, making sure it reflects the priorities. *Motion carried 5-1 (Lewis dissenting).***

**M/S (Thilo/ McGee): To approve for final development the following specific budget Line Items for Agricultural Research and Extension Service, as displayed on Page 15 of Tab 6. *Motion carried 5-1 (Lewis dissenting).***

**M/S (Hall/ McGee): To approve for final development the following specific budget Line Items for the Special Programs, as displayed on page 19 of Tab 6. *Motion carried 5-1 (Lewis dissenting).***

**M/S (McGee/Howard): To approve for final development the following specific budget Line Items for the Health Programs, as displayed on page 23 of Tab 6. *Motion carried 5-1 (Lewis dissenting).***

At this time, Board President Lewis asked to change his vote on the previous motions under this agenda item to “nay” votes, thereby changing the results to read “5-1, with Lewis dissenting.” **By unanimous consent the Board agreed to have the record reflect Board President Lewis’ dissenting vote on the previous motions under this agenda item.**

**M/S ( Hall/McGee) To approve for final development the following specific budget Line Items for the Agencies and the State Board of Education, as displayed on page 27 of Tab 6. Motion carried 4-2 (Howard and Lewis dissenting).**

**Substitute Motion (Howard/ ): To consider the decision units under the Office of the State Board separately from the agencies under the State Board of Education. Motion failed for a lack of a second.**

Dr. Howard requested a detailed explanation for each of the decision units listed for the Office of the State Board of Education and put forth specific questions related to their request. Gary Stivers responded.

#### 7. FY 2007 Capital Budget Requests (3:14)

Jeff Shinn presented this item, noting that these are projects submitted by the agencies and institutions for consideration.

**M/S (Lewis/McGee): To recommend to the Permanent Building Fund Advisory Council that it continue to concentrate on alteration and repair and other non-major capital projects for FY 2007. Motion carried unanimously.**

**By unanimous consent, the Board agreed to forward, for information purposes only, the current list of projects to the Permanent Building Fund Advisory Council so it is aware of the ongoing needs of the institutions.**

#### **PLANNING, POLICY & GOVERNMENTAL AFFAIRS (3:24)**

##### 1. Presidents’ Council Report

President Michael Burke reported to the Board on behalf of the Presidents’ Council. He noted that the Presidents held their annual retreat on August 10, 2005. They identified six strategic issues to follow up on in the coming year. The issues are: (1) statewide health insurance for students; (2) community colleges; (3) professional-technical education in Idaho and how it links with community colleges; (4) collaboration between colleges and universities; (5) salary competitiveness; and (6) foundations as they relate to governance and growing philanthropic support. In response to a question from President Tim White, Board member Hall indicated that the collaborative work of the Presidents is helpful to the Board.

In reference to the health insurance issue, Board member Hall asked for a timely result. President Robert Kustra suggested having a recommendation ready to present at the October Board meeting. President Dene Thomas cautioned that considerations should include the different needs encountered by non-traditional and traditional students. President Richard Bowen encouraged the Board to keep in mind that health coverage costs will vary from one campus to another.

## 2. North Idaho College Progress Report

President Michael Burke presented a report to the Board on North Idaho College, noting that the college is known for its affordable and accessible education.

He discussed the five key areas identified in their strategic plan, and overviewed the initiatives and activities that have been implemented to move the college forward in meeting their strategic plan goals.

Board member Hall thanked Dr. Burke for his presentation and for the opportunity to visit the campus. He commended the staff of NIC as well.

Board member McGee referred to several recent reports that indicated NIC is not meeting the needs of the business community and is not responsive in a timely fashion. Dr. Burke pointed out that incredible growth in the area and the resulting workforce demands have presented challenges to NIC. He indicated that the college is working to address these challenges, and encouraged the Board to keep in mind that growth and responsiveness is a community wide challenge.

## 3. Approval of Pending Rule Governing Charter Schools

**M/S (McGee/Lewis): To approve the Pending Rules Governing Charter Schools as presented.** *Motion carried 5-0 (Agidius absent).*

## 4. Proposed Legislative Changes

Karen Echeverria of the Office State Board of Education presented this item and explained the process and time frame issues. Idea sheets have been submitted to Division of Financial Management and if approved, a special meeting of the Board will be needed to approve the specific language of the proposed legislation. Ms. Echeverria briefly discussed each proposed change.

Dr. Mike Rush of the Division of Professional-Technical Education provided clarification on the Professional-Technical Apprenticeship proposal. Dr. Tim White provided clarification on the University of Idaho self-funded health plan.

By consent, the Board agreed that the continuing intent of the University of Idaho, related to their self-funding health plan, is to have the checks and balances in place.

**M/S (McGee/Thilo):** To approve the proposed legislative amendments concerning Uniform Reporting of Student Information, the Rulemaking for the Board for the Division of Vocational Rehabilitation, Idaho School for the Deaf and the Blind, Professional Technical Apprenticeships, the Registration Process for Postsecondary Institutions, and the University of Idaho's health plan exemption.

**Motion amended to read "ideas" instead of "amendments."** *Motion carried 5-0 (Agidius absent).*

5. Second Reading – Amendment of Board Policy I.J.2.b. – Use of Institutional Facilities

Board member Hall pointed out that new language has been proposed. Proposed changes previously submitted by the University of Idaho to modify subsection 5 (Tab 5, page 3) have been withdrawn by the University.

Board President Lewis shared his opinion that the language in subsection 5 (Tab 5, page 3) is inadequate and suggested that the Board needs to make fundamental decisions concerning its intent because alcohol issues may become a great liability for the Board.

**M/S (Lewis/Howard):** To strike the underlined portion of subparagraph 5. *Motion failed 1:5 (Lewis voted Aye).*

The Board continued to discuss this item, agreeing that it was a complex issue. President Tim White assured the Board that safeguards and controls provide strict boundaries where abuse can not easily to occur. Dr. Howard pointed out that the issue is one of liability for the institutions and the Board.

Board President Lewis suggested that the Board may need to step back and reevaluate the policy language again. He directed staff and select members of the Board to examine the policy further and provide appropriate amendments to the policy that would be consistent with the Board's intent and to meet the requirements of the University.

Board member Agidius asked if the Board could wait to have the second reading until more study takes place. After Board member Hall explained the process, the Board took action on this item.

**M/S (Thilo/Agidius):** To approve the Second Reading for the amendment of Board Policy I.J.2. (4) and (5) – Use of Institutional Facilities and Services with Regard to the Private Sector. *(This motion was amended.)*

Board President Lewis put forward a substitute motion with the intent of strengthening the policy.

**Substitute M/S (Lewis/Thilo):** To amend the currently proposed language with the following language -- after the words “defined area” insert the following: “and such individuals must be issued a wristband or other identifier by the event sponsor, signifying that such individuals are of lawful age to consume alcoholic beverages. In addition, such individuals may be accompanied by youth for whom they are responsible, but only if such youth are, at all times, under the supervision and control of such individuals.” *Motion carried 4-2 (Hall and Agidius dissenting).*

**M/S (Hall/Thilo):** To approve the Second Reading for the amendment of Board Policy I.J.2. (4) and (5) – Use of Institutional Facilities and Services with Regard to the Private Sector, as amended. *Motion carried unanimously.*

#### 6. Idaho Distance Education Academy – Request for LEA Status

Daryl Bertelsen, Administrator of the Idaho Distance Education Academy (IDEA) spoke to the Board about the charter school located in the White Pine school district. He reported that the charter school has applied for LEA status and summarized the reasons for making that application.

Dr. Jana Jones of the State Department of Education explained how the federal funds are distributed. She noted that if a school is an LEA, the funds go directly to the school. Board member McGee asked for clarification regarding the distribution of funds. Dr. Howard reported that the SDE follows the federal guidelines. She also noted that if LEA status is granted in this particular instance, then the Board will have created a new, hybrid entity.

**M/S (McGee/Agidius):** To approve granting LEA status to the Idaho Distance Education Academy. *Motion failed 2:4 (Lewis, Hall, Howard and Thilo dissenting).*

#### **INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS (5:22)**

**By unanimous consent, the Board agreed at this time to move all action items remaining on the Board agenda ahead of the information items.**

#### 1. Approval of Associate of Applied Science in Radiography Technology – North Idaho College

Board member Thilo introduced this item and Dr. Jerry Gee of North Idaho College briefly discussed the request.

**M/S (McGee/Lewis):** To approve North Idaho College’s request to establish an A.A.S., in Radiography Technology. *Motion carried 5-0 (Hall absent).*

5. First Reading – Amendment to Board Policy Section III.Y. Accelerated Learning Program

Board member Thilo and Marilyn Davis, of the Office of the State Board of Education, presented an overview of the task force efforts in developing recommendations to address high school reform and to increase the number of students who enter and graduate from college. It was noted that the task force has regional representation consisting of two subcommittees (Postsecondary Readiness and Advanced Opportunities), each with specific goals.

Marilyn Davis discussed the findings and recommendations of the Advanced Opportunities subcommittee. She noted that the next steps included the Board's consideration of proposed rule changes related to High School Graduation Standards. In addition, there will be statewide hearings, presentations to stakeholder groups, and a presentation to the Legislature in 2006.

Dr. Howard expressed her support of the statewide hearings and information sharing. Board President Lewis thanked Board member Thilo for meeting the timelines as chair of the task force.

**M/S (McGee/Agidius): To approve the first reading of the amendments to Board policy Section III.Y., Accelerated Learning Program. *Motion carried unanimously.***

6. First Reading – Amendment to Rule of IDAPA 08.02.03., Rules Governing Thoroughness, Section 107, High School Graduation Standards

Board member Hall noted deficiencies in the existing rules, specifically, section 107.10 (Tab 6, page 14) where certain categories are exempted for classes in succeeding years.

**M/S (Hall/McGee): To amend 107.10.c of Tab 6, page 14 and create an item 3 to read, “the student has an IEP that outlines alternate requirements for graduation or adaptations are recommended on the test.” *Motion carried unanimously.***

Board member McGee referenced a section having to do with the algebra and pre-algebra requirements and there was discussion on this point by the Board. Board President Lewis suggested having a timeline set for having the requirements in place and recommended that the task force continue to examine the question of the algebra requirements. Board member Thilo noted that the statewide hearings and discussions will result in additional comments that the task force will also take into consideration.

**M/S (Agidius/McGee): To approve the Proposed Rule IDAPA 08.02.03., Rules Governing Thoroughness, Sections 007–009 and 103-107 High School Graduation Standards. *Motion carried unanimously.***

**By consent, the Board agreed to take up the Department of Education action items at this time and to put them on a Consent Agenda.**

**M/S (Agidius/Hall): To approve, by consent, the action items on the State Department of Education agenda. *Motion carried unanimously.***

B. Professional Standards Commission Appointment

**By consent, the Board approved the nomination for a Professional Standards Commission appointment as submitted.**

C. Curricular Materials Adoption

**By consent, the Board approved the request for adoption of curricular materials and related instructional materials as recommended by the Curricular Materials Selection Committee.**

At this time, Board members Hall and McGee were excused from the meeting to make travel connections.

The Board returned to the information items remaining on the Instruction, Research and Student Affairs agenda.

2. Just for the Kids – Presentation

Wanda Quinn, President of the Idaho School Boards Association, Inc. discussed the “Just for the Kids” program. She noted that JFTK is a web-based data analytic program that helps districts gauge their school’s effectiveness. She asked for some indication from the Board as to whether or not they wanted the ISBA to proceed with investigating the possibility of bringing this program to Idaho. The Board agreed that they want to continue the discussion and have an opportunity to learn more about it.

3. FY 2003 Federal Funds Close Out – September 30, 2005

Information item.

4. Overview of the Accelerated Learning and Preparation for Postsecondary Education Taskforce

Information item.

7. Performance Based Compensation Variable Component



This item was held for the next meeting.

**DEPARTMENT OF EDUCATION AGENDA****A. Superintendents Report**

Dr. Howard indicated that she will email her report to the Board members.

**D. The Bridge Academy Program**

Stephanie Bennett, Director of the Bridge Academy of the Coeur d'Alene School District, spoke to the Board about the creation of the Bridge Academy. It was formed by the remediation team to address the ongoing dropout problem. It is a smaller school and emphasizes real world skills and provides opportunities for community service and work experience. Board member Thilo and Dr. Howard thanked Ms. Bennett and congratulated her on the success of the Bridge Academy program.

**There being no further business, the Board agreed, by consensus to adjourn at 5:50 p.m.**

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**CONSENT AGENDA  
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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>IRSA – APPROVAL OF PENDING RULE:</b> IDAPA 08.02.03, LEP	Motion to approve
<b>2</b>	<b>IRSA – APPROVAL OF PENDING RULE:</b> IDAPA 08.02.03, NAEP	Motion to approve
<b>3</b>	<b>BAHR-SECTION I BOISE STATE UNIVERSITY</b> New Positions & Changes to Positions	Motion to approve
<b>4</b>	<b>BAHR-SECTION I IDAHO STATE UNIVERSITY</b> New Positions	Motion to approve
<b>5</b>	<b>BAHR-SECTION I UNIVERSITY OF IDAHO</b> New Positions and Changes to Positions	Motion to approve
<b>6</b>	<b>BAHR-SECTION I LEWIS-CLARK STATE COLLEGE</b> New Positions	Motion to approve
<b>7</b>	<b>BAHR-SECTION II BOISE STATE UNIVERSITY</b> Naming / Memorializing Buildings & Facilities	Motion to approve
<b>8</b>	<b>BAHR-SECTION II</b> Requests To Carry Over FY2005 Funds	Motion to approve
<b>9</b>	<b>BAHR-SECTION II</b> FY2007 Capital Budget Requests	Information item
<b>10</b>	<b>BAHR-SECTION II</b> Agency Dashboard Reports	Information item
<b>11</b>	<b>PPGAC - APPROVAL OF PENDING RULE:</b> IDAPA 08.02.02, Commercial Driving Schools	Motion to approve

**CONSENT AGENDA  
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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>PPGAC - APPROVAL OF PENDING RULE:</b>		
<b>12</b>	IDAPA 08.02.03, Removal of Standards from the Rule and Incorporation by Reference	Motion to approve
<b>13</b>	<b>PPGAC</b> – Alcohol Permits Issued by University Presidents	Motion to approve

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**SUBJECT**

Approval of Pending Rule – IDAPA 08.02.03, Rules Governing Thoroughness: LEP to remove the 7 year limitation on a student in an LEP Program. The LEP 7 year limitation rule is contained in IDAPA 08.02.03, section 111.04.c.

**APPLICABLE STATUTE, RULE, OR POLICY**

June 2005: Board approved the proposed amendment.

**BACKGROUND**

**Section 111.04.c.** The year determination for Limited English Proficient (LEP) students set forth in Title I of No Child Left Behind is for LEP students to take an alternate Standard Achievement Test. This alternate assessment would be a native language version of the ISAT, which Idaho has decided to not implement. Federal regulations allow an LEP student to take the ISAT with accommodations and adaptations until they test proficient on a language proficiency test and exit the program. In addition, the Office of Civil Rights (OCR) and the Idaho Consent decree state that an LEP student may be in a program until they are proficient in English.

**DISCUSSION**

The Proposed Rule was published on August 3, 2005. Comments were received until August 24, 2005. The OSBE received no comments on the proposed rule and therefore, staff made no amendments from the Proposed to Pending Rule.

The pending rule is as follows:

**Section 111.04.c.** The current seven-year limitation for students in an LEP program should not be in the ISAT assessment section. The number of years a student should be in an LEP program is based on their language proficiency, as per federal regulations under Title III of No Child Left Behind. The year limitation also causes students to be exited from language development services before they may be ready. The annual objectives set forth for LEP students under Title III hold districts and students accountable for language proficiency growth. Therefore Board staff seeks to clarify this section and remove the number of years for an LEP student in a program. In addition, clarification language is needed to ensure districts understand that the two years after LEP students test proficient, they should be considered exited from the LEP program.

**IMPACT**

The impact on the change in section 111.04.c. will be for districts and schools that serve LEP students in terms of how long they will be able to provide services to LEP students. If students are exited too early, they will be at risk of failure within the classroom, as well as on standardized testing. Currently, districts are exiting students that are not ready to be removed from services because of the year limitation. With the proposed change, students will be able to receive the services deemed necessary by the language proficiency assessment.

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Students will still be held accountable for growth in English language acquisition and content standards through the Language Proficiency Test and the ISAT. Once a single statewide English language proficiency test is in place, Board Staff will work with the testing vendor and a working group of Idaho teachers to recommend cut scores and definitions for the levels of proficiency the test measures. In addition, the group will revisit the decision on whether LEP students should be limited to a specific number of years in the program.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends Board approval of the proposed amendment.

**BOARD ACTION**

A motion to approve the pending amendment to IDAPA 08.02.03, Rules Governing Thoroughness, LEP Requirements.

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

**Supporting Information:**

a. Title I regulations

Sec. 1111(b)(3)(C)(ix)(III)

The academic assessment shall provide for:

(III) the inclusion of limited English proficient students, who shall be assessed in a valid and reliable manner and provided reasonable accommodations on assessments administered to such students under this paragraph, including, to the extent practicable, assessments in the language and form most likely to yield accurate data on what such students know and can do in academic content areas, until such students have achieved English language proficiency as determined under paragraph (7);

Sec. 1111(b)(3)(C)(x)

(x) notwithstanding subclause (III), the academic assessment (using tests written in English) of reading or language arts of any student who has attended school in the United States (not including Puerto Rico) for three or more consecutive school years, except that if the local educational agency determines, on a case-by-case individual basis, that academic assessments in another language or form would likely yield more accurate and reliable information on what such student knows and can do, the local educational agency may make a determination to assess such student in the appropriate language other than English for a period that does not exceed two additional consecutive years, provided that such student has not yet reached a level of English language proficiency sufficient to yield valid and reliable information on what such student knows and can do on tests (written in English) of reading or language arts;

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**CONSENT – INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
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**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. A statewide student assessment program consisting of standardized achievement testing and performance appraisal activities in the fundamental basic skills will be conducted annually. The State Board of Education will provide oversight for all components of the comprehensive assessment program. The State Department of Education will be responsible for the administration of assessment efforts as provided for by the State Board of Education. (3-15-02)

**02. Purposes.** The purpose of assessment in the public schools is to: (3-15-02)

- a.** Measure and improve student achievement; (3-15-02)
- b.** Assist classroom teachers in designing lessons; (3-15-02)
- c.** Identify areas needing intervention and remediation, and acceleration; (3-15-02)
- d.** Assist school districts in evaluating local curriculum and instructional practices in order to make needed curriculum adjustments; (3-15-02)
- e.** Inform parents and guardians of their child's progress; (3-15-02)
- f.** Provide comparative local, state and national data regarding the achievement of students in essential skill areas; (3-15-02)
- g.** Identify performance trends in student achievement across grade levels tested and student growth over time; and (3-15-02)
- h.** Help determine technical assistance/consultation priorities for the State Department of Education. (3-15-02)

**03. Content.** The comprehensive assessment program will consist of multiple assessments, including, the Idaho Reading Indicator (IRI), the Direct Writing Assessment (DWA), the Direct Mathematics Assessment (DMA), the National Assessment of Educational Progress (NAEP), and the Idaho Standards Achievement Tests (ISAT). (3-20-04)

**04. Testing Population.** All students in Idaho public schools, grades kindergarten through ten (K-10), are required to participate in the comprehensive assessment program approved by the State Board of Education and funded. (4-6-05)

**a.** All students who are eligible for special education shall participate in the statewide assessment program. (4-6-05)

**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. (4-6-05)

**c.** Limited English Proficient (LEP) students, as defined in Subsection 112.03.d.iv., who receive a score in the low range on the State Board of Education approved language acquisition proficiency test and have an Education Learning Plan (ELP), shall be given the ISAT with accommodations or adaptations, ~~for three (3) consecutive years. A further extension of two (2) consecutive years may be granted by the local district or local education agency, provided the language proficiency test score is still in the low range as outlined in the ELP.~~ Students can be categorized as LEP students for two (2) years after testing proficient on the language proficiency

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test ~~and exiting the LEP program. Students cannot exceed a total of seven (7) years as an LEP student.~~ LEP students who do not have an ELP or a language acquisition score will be given the regular ISAT without accommodations or adaptations. LEP students who are enrolled in their first year of school in the United States may take an English Proficiency test approved by the Board in lieu of the reading/ language usage ISAT, but will still be required to take the math ISAT with accommodations or adaptations as determined by the language proficiency score and ELP. Such LEP students will be counted as participants for the ninety-five percent (95%) participation target, as described in Subsection 112.03. However, such LEP students are not required to be counted for AYP purposes in determining proficiency, as described in Subsection 112.02. ~~(4-6-05)~~ (6-16-05)T

**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. (5-3-03)

**06. Comprehensive Assessment Program.** The State approved comprehensive assessment program is outlined in Subsections 111.06.a. through 111.06.l. Each assessment will be comprehensive of and aligned to the Idaho State Achievement 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. (4-6-05)

- a.** Kindergarten - Idaho Reading Indicator. (3-15-02)
- b.** Grade 1 - Idaho Reading Indicator. (3-15-02)
- c.** Grade 2 - Idaho Reading Indicator, Grade 2 Idaho Standards Achievement Tests. (3-20-04)
- d.** Grade 3 - Idaho Reading Indicator, Grade 3 Idaho Standards Achievement Tests. (3-20-04)
- e.** Grade 4 - Direct Math Assessment, National Assessment of Educational Progress, Grade 4 Idaho Standards Achievement Tests. (3-20-04)
- f.** Grade 5 - Direct Writing Assessment, Grade 5 Idaho Standards Achievement Tests. (3-20-04)
- g.** Grade 6 - Direct Math Assessment, Grade 6 Idaho Standards Achievement Tests. (3-20-04)
- h.** Grade 7 - Direct Writing Assessment, Grade 7 Idaho Standards Achievement Tests. (3-20-04)
- i.** Grade 8 - Direct Math Assessment, National Assessment of Educational Progress, Grade 8 Idaho Standards Achievement Tests. (3-20-04)
- j.** Grade 9 - Direct Writing Assessment, Grade 9 Idaho Standards Achievement Tests. (3-20-04)
- k.** Grade 10 - High School Idaho Standards Achievement Tests. (3-20-04)
- l.** \*Students who achieve a proficient or advanced score on a portion or portions of the ISAT offered in the Spring of their tenth grade year or later are not required to continue taking that portion or portions. (3-20-04)

**07. Comprehensive Assessment Program Schedule.** (5-3-03)

- a.** The Idaho Reading Indicator will be administered in accordance with Section 33-1614, Idaho Code. (3-15-02)

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**b.** The Direct Math Assessment and the Direct Writing Assessment will be administered in December in a time period specified by the State Department of Education. (3-15-02)

**c.** The National Assessment of Educational Progress will be administered in timeframe specified by the U.S. Department of Education. (3-15-02)

**d.** The Idaho Standards Achievement Tests will be administered twice annually in the Fall and Spring in a time period specified by the State Board of Education. (5-3-03)

**08. Costs Paid by the State.** Costs for the following testing activities will be paid by the state: (4-1-97)

**a.** All consumable and non-consumable materials needed to conduct the prescribed statewide comprehensive assessment program; (3-15-02)

**b.** Statewide distribution of all assessment materials; (3-15-02)

**c.** Processing and scoring student response forms, distribution of prescribed reports for the statewide comprehensive assessment program; and (3-15-02)

**d.** Implementation, processing, scoring and distribution of prescribed reports for the Direct Writing Assessment and the Direct Mathematics Assessment. (3-15-02)

**09. 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. (3-15-02)

**10. Services.** The comprehensive assessment program should be scheduled so that a minimum of instructional time is invested. Student time spent in testing will not be charged against attendance requirements. (3-15-02)

**11. Test Security, Validity and Reliability.** Test security is of the utmost importance. School districts will employ the same security measures in protecting statewide assessment materials from compromise as they use to safeguard other formal assessments. (3-20-04)

**a.** All ISAT paper and pencil test booklets will be boxed and shipped to the test vendor to be counted no later than two (2) weeks after the end of the testing window. (3-20-04)

**b.** The ISAT will be refreshed each year to provide additional security beginning with grades four (4) eight (8) and ten (10) in 2007. Items will be refreshed for grades three (3) and seven (7) in 2008; grades five (5) and six (6) in 2009; and grades two (2) and nine (9) in 2010. (3-20-04)

**c.** Any assessment used for federal reporting shall be independently reviewed for reliability, validity, and alignment with the Idaho Achievement Standards. (3-20-04)

**12. Demographic Information.** Demographic information will be required to assist in interpreting test results. It may include but not be 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). (5-3-03)

**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: (3-15-02)

**a.** The Idaho Standards Achievement Tests (grades 2-9 and High School). (5-3-03)

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**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. (4-6-05)

- |      |                               |           |
|------|-------------------------------|-----------|
| i.   | Language Arts/Communications. | (3-15-02) |
| ii.  | Math.                         | (3-15-02) |
| iii. | Science.                      | (3-15-02) |
| iv.  | Social Studies.               | (3-15-02) |
| v.   | Health.                       | (3-15-02) |
| vi.  | Humanities.                   | (3-15-02) |

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**SUBJECT**

Pending Rule – IDAPA 08.02.03, Rules Governing Thoroughness, NAEP Requirements to include student participation in the 12<sup>th</sup> grade in NAEP assessments. The NAEP requirements are contained in IDAPA 08.02.03, section 111.06.I.

**APPLICABLE STATUTE, RULE, OR POLICY**

June 2005: Board approved the proposed amendment.

**BACKGROUND**

**Section 111.06.I.** The National Assessment Governing Board (NAGB) currently administers a national 12<sup>th</sup> grade National Assessment of Educational Progress (NAEP) test in a variety of subjects (reading, writing, math, social studies, arts, etc.). Schools around the country are randomly selected to participate and provide information for the national report. The 12<sup>th</sup> grade NAEP at the state level could be introduced by 2007 in reading, math, and science. Idaho's districts currently volunteer to participate in NAEP at the 12<sup>th</sup> grade level. The State of Idaho realizes the importance of participating in the NAEP and the data it provides and believes it is important to require participation by any student selected. Idaho currently requires students in grades 4 and 8 to participate in the NAEP assessments and sees the equal importance of requiring 12<sup>th</sup> grade students to participate, if selected.

**DISCUSSION**

The Proposed Rule was published on August 3, 2005. Comments were received until August 24, 2005. The OSBE received no comments on the proposed rule and therefore, staff made no amendments from the Proposed to Pending Rule.

The pending rule is as follows:

**Section 111.06.I.**

The NAEP assessment is a valuable tool in the national assessment arena. Board staff realizes the importance of Idaho student participation and seeks to add the requirement for 12<sup>th</sup> grade students to participate in the NAEP assessment, if selected.

**IMPACT**

The impact on the addition in Section 111.06.I will be that 12<sup>th</sup> grade students, if selected, will be assessed with the NAEP assessment. Each selected student would be required to complete a 90-minute assessment. An NAEP vendor works with each selected school to determine the assessment schedule that best fits the school schedule.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends Board approval of the pending amendment.

**CONSENT – INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
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**BOARD ACTION**

A motion to approve the pending amendment to IDAPA 08.02.03, Rules Governing Thoroughness, NAEP Requirements.

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

**CONSENT – INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
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**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. A statewide student assessment program consisting of standardized achievement testing and performance appraisal activities in the fundamental basic skills will be conducted annually. The State Board of Education will provide oversight for all components of the comprehensive assessment program. The State Department of Education will be responsible for the administration of assessment efforts as provided for by the State Board of Education. (3-15-02)

**02. Purposes.** The purpose of assessment in the public schools is to: (3-15-02)

- a.** Measure and improve student achievement; (3-15-02)
- b.** Assist classroom teachers in designing lessons; (3-15-02)
- c.** Identify areas needing intervention and remediation, and acceleration; (3-15-02)
- d.** Assist school districts in evaluating local curriculum and instructional practices in order to make needed curriculum adjustments; (3-15-02)
- e.** Inform parents and guardians of their child's progress; (3-15-02)
- f.** Provide comparative local, state and national data regarding the achievement of students in essential skill areas; (3-15-02)
- g.** Identify performance trends in student achievement across grade levels tested and student growth over time; and (3-15-02)
- h.** Help determine technical assistance/consultation priorities for the State Department of Education. (3-15-02)

**03. Content.** The comprehensive assessment program will consist of multiple assessments, including, the Idaho Reading Indicator (IRI), the Direct Writing Assessment (DWA), the Direct Mathematics Assessment (DMA), the National Assessment of Educational Progress (NAEP), and the Idaho Standards Achievement Tests (ISAT). (3-20-04)

**04. Testing Population.** All students in Idaho public schools, grades kindergarten through ten (K-10), are required to participate in the comprehensive assessment program approved by the State Board of Education and funded. (4-6-05)

**a.** All students who are eligible for special education shall participate in the statewide assessment program. (4-6-05)

**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. (4-6-05)

**c.** Limited English Proficient (LEP) students, as defined in Subsection 112.03.d.iv., who receive a score in the low range on the State Board of Education approved language acquisition proficiency test and have an Education Learning Plan (ELP), shall be given the ISAT with accommodations or adaptations, for three (3) consecutive years. A further extension of two (2) consecutive years may be granted by the local district or local education agency, provided the language proficiency test score is still in the low range. Students can be categorized as LEP students for two (2) years after testing proficient on the language proficiency test. Students cannot exceed a

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total of seven (7) years as an LEP student. LEP students who do not have an ELP or a language acquisition score will be given the regular ISAT without accommodations or adaptations. LEP students who are enrolled in their first year of school in the United States may take an English Proficiency test approved by the Board in lieu of the reading/ language usage ISAT, but will still be required to take the math ISAT with accommodations or adaptations as determined by the language proficiency score and ELP. Such LEP students will be counted as participants for the ninety-five percent (95%) participation target, as described in Subsection 112.03. However, such LEP students are not required to be counted for AYP purposes in determining proficiency, as described in Subsection 112.02.

(4-6-05)

**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.

(5-3-03)

**06. Comprehensive Assessment Program.** The State approved comprehensive assessment program is outlined in Subsections 111.06.a. through 111.06.l. Each assessment will be comprehensive of and aligned to the Idaho State Achievement 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.

(4-6-05)

- a. Kindergarten - Idaho Reading Indicator. (3-15-02)
- b. Grade 1 - Idaho Reading Indicator. (3-15-02)
- c. Grade 2 - Idaho Reading Indicator, Grade 2 Idaho Standards Achievement Tests. (3-20-04)
- d. Grade 3 - Idaho Reading Indicator, Grade 3 Idaho Standards Achievement Tests. (3-20-04)
- e. Grade 4 - Direct Math Assessment, National Assessment of Educational Progress, Grade 4 Idaho Standards Achievement Tests. (3-20-04)
- f. Grade 5 - Direct Writing Assessment, Grade 5 Idaho Standards Achievement Tests. (3-20-04)
- g. Grade 6 - Direct Math Assessment, Grade 6 Idaho Standards Achievement Tests. (3-20-04)
- h. Grade 7 - Direct Writing Assessment, Grade 7 Idaho Standards Achievement Tests. (3-20-04)
- i. Grade 8 - Direct Math Assessment, National Assessment of Educational Progress, Grade 8 Idaho Standards Achievement Tests. (3-20-04)
- j. Grade 9 - Direct Writing Assessment, Grade 9 Idaho Standards Achievement Tests. (3-20-04)
- k. Grade 10 - High School Idaho Standards Achievement Tests. (3-20-04)
- l. Grade 12 – National Assessment of Educational Progress ( )

**lm.** \*Students who achieve a proficient or advanced score on a portion or portions of the ISAT offered in the Spring of their tenth grade year or later are not required to continue taking that portion or portions

(3-20-04)( )

**07. Comprehensive Assessment Program Schedule.** (5-3-03)

- a. The Idaho Reading Indicator will be administered in accordance with Section 33-1614, Idaho Code. (3-15-02)



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**b.** The Direct Math Assessment and the Direct Writing Assessment will be administered in December in a time period specified by the State Department of Education. (3-15-02)

**c.** The National Assessment of Educational Progress will be administered in timeframe specified by the U.S. Department of Education. (3-15-02)

**d.** The Idaho Standards Achievement Tests will be administered twice annually in the Fall and Spring in a time period specified by the State Board of Education. (5-3-03)

**08. Costs Paid by the State.** Costs for the following testing activities will be paid by the state: (4-1-97)

**a.** All consumable and non-consumable materials needed to conduct the prescribed statewide comprehensive assessment program; (3-15-02)

**b.** Statewide distribution of all assessment materials; (3-15-02)

**c.** Processing and scoring student response forms, distribution of prescribed reports for the statewide comprehensive assessment program; and (3-15-02)

**d.** Implementation, processing, scoring and distribution of prescribed reports for the Direct Writing Assessment and the Direct Mathematics Assessment. (3-15-02)

**09. 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. (3-15-02)

**10. Services.** The comprehensive assessment program should be scheduled so that a minimum of instructional time is invested. Student time spent in testing will not be charged against attendance requirements. (3-15-02)

**11. Test Security, Validity and Reliability.** Test security is of the utmost importance. School districts will employ the same security measures in protecting statewide assessment materials from compromise as they use to safeguard other formal assessments. (3-20-04)

**a.** All ISAT paper and pencil test booklets will be boxed and shipped to the test vendor to be counted no later than two (2) weeks after the end of the testing window. (3-20-04)

**b.** The ISAT will be refreshed each year to provide additional security beginning with grades four (4) eight (8) and ten (10) in 2007. Items will be refreshed for grades three (3) and seven (7) in 2008; grades five (5) and six (6) in 2009; and grades two (2) and nine (9) in 2010. (3-20-04)

**c.** Any assessment used for federal reporting shall be independently reviewed for reliability, validity, and alignment with the Idaho Achievement Standards. (3-20-04)

**12. Demographic Information.** Demographic information will be required to assist in interpreting test results. It may include but not be 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). (5-3-03)

**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: (3-15-02)

**a.** The Idaho Standards Achievement Tests (grades 2-9 and High School). (5-3-03)

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**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. (4-6-05)

- |      |                               |           |
|------|-------------------------------|-----------|
| i.   | Language Arts/Communications. | (3-15-02) |
| ii.  | Math.                         | (3-15-02) |
| iii. | Science.                      | (3-15-02) |
| iv.  | Social Studies.               | (3-15-02) |
| v.   | Health.                       | (3-15-02) |
| vi.  | Humanities.                   | (3-15-02) |

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

A request by Boise State University for new positions, changes in positions and deletion of positions.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.B.E.

**BACKGROUND**

Items submitted for review and approval according to Board Policy Section II.B.3.

**DISCUSSION**

Boise State University requests approval to:

- create 3 new positions
- change to 1 current position's FTE
- delete 1 position

**IMPACT**

Once approved, the positions can be processed on the State Employee Information System.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed these requests for conformance with Board policy and recommends approval.

**BOARD ACTION**

A motion to approve the request by Boise State University for three (3) new positions supported by appropriated and local funds; to change the FTE for one position and to delete one (1) position.

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

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

**NEW POSITIONS**

Position Title	Employee Relations/Compensation Administrator
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	\$52,000
Funding Source	Appropriated
Area/Department of Assignment	Human Resource Services
Duties and Responsibilities	Provide broad range of professional employee relations activities including management consultation, conflict resolution, and complaint investigations. Provide consultation to administration on classified and non-classified compensation programs.
Justification of Position	Additional support and assistance needed in employee relations and compensation administration.

Position Title	Interim Instructor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	\$44,611
Funding Source	Local
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Provide instruction in Practical Nursing Program.
Justification of Position	The Practical Nursing program is moving from the College of Health Sciences back to the College of Applied Technology. Instructional staff is needed for the program.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

Position Title	Administrative Assistant 2
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	\$23,982
Funding Source	Local
Area/Department of Assignment	Boise State University Radio
Duties and Responsibilities	Provide office support and assistance to Underwriting Department.
Justification of Position	Due to continuing growth of the Underwriting Department and recent reorganization of Boise State Radio, support staff is needed for this department.

**CHANGE IN POSITIONS**

Position Title	Athletic Equipment Manager
Type of Position	Classified Staff
FTE	from .75 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	Additional funding of \$2,005
Funding Source	Local
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Issue, retrieve, purchase, inventory, and repair equipment and clothing for various athletic teams. Supervise equipment room attendants. Prepare equipment and clothing for practice, travel, and home games.
Justification of Position	Student athletes are now commonly staying at Boise State University through the summer to continue their education and athletic training. Changing this position from 11 to 12 months will facilitate equipment and clothing usage throughout the summer.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

**DELETED POSITIONS**

Position Title	Instructional Tech Support
Type of Position	Professional Staff
FTE	.5 FTE
Term of Appointment	9 month
Effective Date	October 19, 2005
Salary Range	\$15,798
Funding Source	Appropriated
Area/Department of Assignment	Nursing
Duties and Responsibilities	Manage operations of Learning Resource Center and support faculty in their use of technology in teaching.
Justification of Position	A Memorandum of Understanding was developed between Nursing and Academic Technologies to establish a relationship for providing course development and media production services to the Nursing department. Funds for this position have been transferred to Academic Technologies to defray the costs of providing these services.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**IDAHO STATE UNIVERSITY**

**SUBJECT**

A request by Idaho State University for approval of new positions.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.B.3.

**BACKGROUND**

Items submitted for review and approval according to Board Policy Section II. B.3.

**DISCUSSION**

Idaho State University requests approval for:

- Two (2) new faculty positions (1.75 FTE) supported by grant and state funds;
- Six (6) new professional staff positions (5.5 FTE) supported by state, local, and grant funds;
- Three (3) new classified positions (3.0 FTE) supported by state and grant funds; and
- Authorization to increase the FTE on one (1) classified position (1.0 FTE) supported by local funds.

**IMPACT**

Once approved, the positions can be processed on the State Employee Information System.

**STAFF AND COMMENTS AND RECOMMENDATIONS**

Staff has reviewed these requests for conformance with Board policy and recommends approval.

**BOARD ACTION**

A motion to approve the request by Idaho State University for eleven (11) new positions (10.25 FTE) and to increase the FTE on one (1) position (1.0 FTE).

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

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

**NEW POSITIONS  
ACADEMIC**

Position Title	Research Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	October 19, 2005
Salary Range	\$56,680.00
Funding Source	Grant Funds
Area/Department of Assignment	Institute of Rural Health
Duties and Responsibilities	Assist in implementation of grant programs, research administration, clinical and evaluation activities; write grants, reports and articles.
Justification of Position	To provide additional faculty and research support for compliance with grant requirements. The duties of this position were previously performed by a temporary employee.
Position Title	Instructor
Type of Position	Faculty
FTE	.75
Term of Appointment	11 month
Effective Date	August 15, 2005
Salary Range	\$31,000.00
Funding Source	State Funds
Area/Department of Assignment	Health Occupations, College of Technology
Duties and Responsibilities	Provide instruction, clinical oversight, and management in the Associate Degree RN program. Work directly with the director to review curriculum, work with prospective students, orient new students, teach courses, and oversee clinical students in health care settings.
Justification of Position	To provide additional support to meet the State Board of Nursing regulations mandating a 10 to 1 student/faculty ratio.



**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

**OTHER**

Position Title	Director of Development Campaign
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	\$85,000.00
Funding Source	Local Funds
Area/Department of Assignment	College of Business
Duties and Responsibilities	Coordinate the College of Business "Drive to Distinction" campaign; work with campaign co-chairs, cabinet, and ISU Development staff.
Justification of Position	To provide administrative support for the "Drive to Distinction" campaign.
Position Title	Grant Writer
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	August 15, 2005
Salary Range	\$40,000.00
Funding Source	State Funds
Area/Department of Assignment	College of Technology
Duties and Responsibilities	Research and prepare proposals to pursue funding opportunities.
Justification of Position	To provide support in obtaining additional funding to enhance educational opportunities for students.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

Position Title	Grant Writer/Development Assistant
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	October 24, 2005
Salary Range	\$35,000.00
Funding Source	State Funds
Area/Department of Assignment	College of Technology
Duties and Responsibilities	Direct the end of year mailer; annual phonathon; scholarship luncheon; endowment funds; research and proposal development; act as liaison with the ISU Foundation; assist grant writer.
Justification of Position	To provide additional support for development activities.

Position Title	Student Activities Coordinator
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	\$33,009.60
Funding Source	Local Funds
Area/Department of Assignment	ASISU Program Board/Student Unions
Duties and Responsibilities	Responsible for development, implementation, and promotion of a comprehensive student activities program which meets the needs of a diverse university community and enhances the quality of life on campus.
Justification of Position	Reactivation of PCN 5123.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

Position Title	Research Associate/System Technician
Type of Position	Non-Classified
FTE	.50
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	\$16,120.00
Funding Source	Grant Funds
Area/Department of Assignment	GIS Center
Duties and Responsibilities	Provide GIS services to faculty, staff, students, and clients in the region; large format printing/scanning; computer set-up, maintenance and system administration.
Justification of Position	To provide technical support. The duties of this position have been previously performed by a temporary employee.
Position Title	Assistant Track & Field Coach
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	\$24,000.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Recruiting; assist in developing and maintaining a successful Division I Track & Field program; assist in fundraising activities.
Justification of Position	Reactivation of PCN 6006, which has been unfilled due to lack of a suitable qualified candidate.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

Position Title	IT Programmer Analyst Associate
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	\$30,139.20
Funding Source	State Funds
Area/Department of Assignment	Information Technology Services
Duties and Responsibilities	Code, test and debug computer programs or system software; assist in analyzing and evaluating user IT needs; perform related work.
Justification of Position	To provide additional technical support.
Position Title	Office Specialist 2
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	\$19,073.60
Funding Source	Grant Funds
Area/Department of Assignment	Institute of Rural Health
Duties and Responsibilities	Perform office support functions.
Justification of Position	To provide clerical support. The duties of the position have been previously performed by a temporary employee.
Position Title	Landscape Technician
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	October 19, 2005
Salary Range	\$17,763.20
Funding Source	State Funds
Area/Department of Assignment	Physical Plant
Duties and Responsibilities	Perform general landscaping, gardening, and grounds maintenance work; snow and ice removal; and supervise temporary workers.
Justification of Position	To provide additional support due to the increase in developed areas requiring maintenance.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY-continued**

**CHANGE IN POSITIONS**

Position Title	Office Specialist 2 (PCN 3038)
Type of Position	Classified
FTE	change from .77 to 1.0 FTE
Term of Appointment	change from 9 month to 12 month
Effective Date	October 19, 2005
Salary Range	\$19,073.60
Funding Source	Local Funds
Area/Department of Assignment	Health and Nutrition Sciences
Duties and Responsibilities	Perform clerical duties, which include customer service, bookkeeping, payroll, mail processing, photocopying, and correspondence.
Justification of Position	To provide clerical support for the Dietetic Program and the Wellness Center.

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**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO**

**SUBJECT**

A request by the University of Idaho for approval of four new positions.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.B.3.

**DISCUSSION**

A request by the University of Idaho for four (4) new positions (3.75 FTE) supported by appropriated and non-appropriated funds.

**IMPACT**

Once approved, the changes can be processed on the State Employee Information System.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed these requests for conformance with Board policy and recommends approval.

**BOARD ACTION**

A motion to approve the request by the University of Idaho for four (4) new positions (3.75 FTE) supported by appropriated and non-appropriated funds.

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

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO - continued**

**NEW POSITIONS - FACULTY**

Position Title	Assistant Professor (tenure track)
Type of Position	Faculty
FTE	.75 (1560 hours/year)
Term of Appointment	9 months
Effective Date	November 1, 2005
Salary Range	\$55,000.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Geography
Duties	Responsible for providing instruction in ecological processes, biogeography and physical geography
Justification	New position

Position Title	Assistant Professor (tenure track)
Type of Position	Faculty
FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective Date	November 1, 2005
Salary Range	\$36,000.00
Funding Source	Appropriated funds
Area/Department of Assignment	Library
Duties	Responsible for providing instruction in information literacy and the changing electronic environment
Justification	New position

**OTHER**

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective Date	November 1, 2005
Salary Range	\$23,920.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Development
Duties	Responsible for providing administrative support
Justification	New position



**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO - continued**

Position Title	Team Cleaning Specialist
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective Date	November 1, 2005
Salary Range	\$18,600.00
Funding Source	Appropriated funds
Area/Department of Assignment	Idaho Commons and Student Union
Duties	Responsible for cleaning and maintenance in the Teaching and Learning Center
Justification	New position

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**INSTITUTION / AGENCY AGENDA  
LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

A request by Lewis-Clark State College for approval of two new positions.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.B.3

**BACKGROUND**

Items submitted for review and approval according to Board Policy listed above.

**DISCUSSION**

Lewis-Clark State College is requesting approval for:

- Two (2) new positions (2.0 FTE) supported by local and appropriated funds.

**IMPACT**

Once approved, the positions can be processed on the State Employee Information System.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed this request for conformance with Board policy and recommends approval.

**BOARD ACTION**

A motion by the State Board of Education to approve the request by Lewis-Clark State College to add two new positions (2.0 FTE).

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

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**INSTITUTION / AGENCY AGENDA  
LEWIS-CLARK STATE COLLEGE - continued**

**NEW POSITIONS  
OTHER**

Position Title	Graphic Designer/Instructional Aide
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	10/01/2005
Salary Range	\$26,957
Funding Source	Local funds
Area/Department of Assignment	Business Technology & Service
Duties and Responsibilities	Provides graphic design, artwork, and consultation for clients
Justification of Position	Program growth

Position Title	Office Specialist II
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	10/1/2005
Salary Range	\$19,324
Funding Source	State Appropriated
Area/Department of Assignment	Community Events and Continuing Education
Duties and Responsibilities	Perform office support functions
Justification of Position	Reactivation of current position

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES  
B. Appointment Authority and Procedures**

August 2002

**B. Appointment Authority and Procedures**

1. Nothing herein may be construed to be in limitation of the powers of the Board as defined by Sections 33-3006, 33-3104, 33-2806, and 33-4005, Idaho Code, or as otherwise defined in the Idaho Constitution or Code.
2. **Delegation of Authority**  
The Board delegates all authority for personnel management not specifically retained to the executive director and the chief executive officers consistent with the personnel policies and procedures adopted by the Board. In fulfilling this responsibility, the executive director and chief executive officers, or their designees, may exercise their authority consistent with these policies and procedures. Provided, however, that the Board retains the authority for taking final action on any matter so identified anywhere in these policies and procedures.
3. **Specifically Reserved Board Authority**  
(Note: This is not an exclusive or exhaustive list and other reservations of Board authority may be found in other areas of these policies and procedures.) Board approval is required for the following:
  - a. **Position Authorizations**
    - (1) Any permanent new position, regardless of funding source, requires Board approval. Agenda Item Format: Requests for new position authorizations must include the following information:
      - (a) position title;
      - (b) type of position;
      - (c) FTE
      - (d) Term of appointment;
      - (e) Effective date;
      - (f) approximate salary range;
      - (g) funding source;
      - (h) area or department of assignment;
      - (i) a description of the duties and responsibilities of the position; and
      - (j) a complete justification for the position

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- (2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.
- b. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.
- c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.
- d. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.
- e. The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University requests approval to name the new Indoor practice facility the "Caven-Williams Sports Complex" and the attached band building, "Keith and Catherine Stein Band Hall."

**REFERENCE**

January 24, 2005	Board approved the selection of a design consultant to develop an RFP for an indoor practice facility using the design-build project delivery method
March 10, 2005	Board approved the issuance an RFP for an indoor practice facility project.
April 21, 2005	Board approval to proceed with the construction and financing of the indoor practice facility project

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND**

At the April 2005 Board meeting, the Board authorized Boise State to proceed with the construction of the indoor practice facility and band office complex. The construction of these facilities is currently underway with completion expected in 2006.

**DISCUSSION**

These facilities are being built primarily with donated funds from individuals in the community. The University would like to name these new facilities to recognize and honor the donors that made major contributions.

**IMPACT**

The SBOE policy on naming facilities allows for the recognition of major gifts by allowing the institutions to request approval to name facilities as a positive response to donor generosity and to encourage giving from other donors.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board policy (attached) notes the following shall be considered when naming a facility, building or administrative unit for a donor:

- i. The nature of the proposed gift and its significance to the institution;
- ii. The eminence of the individual whose name is proposed; and
- iii. The individual's relationship to the institution.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY - continued**

Staff has reviewed this item for conformance with Board policy and recommends approval.

**BOARD ACTION**

A motion to approve the request by Boise State University to name the new indoor practice facility the "Caven-Williams Sports Complex" and the attached band building, the "Keith and Catherine Stein Band Hall."

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



**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: I GOVERNING POLICIES & PROCEDURES**

**Subsection: K. Naming/Memorializing Buildings & Facilities**

April 2002

**K. Naming/Memorializing Buildings and Facilities**

Prior approval of the State Board of Education is required for the naming or memorializing of a building or administrative unit for other than functional use. This policy also includes the naming of facilities.

As used in this policy, the terms "facility" and "facilities" include any building, structure, room, laboratory, administrative unit, open space, or other physical improvement or natural feature of a campus or of other property under the administrative control of the State Board of Education.

1. The Board will consider the following factors in addressing requests for naming of a building, facility, or administrative unit.

- a. Naming for an administrator, member of the faculty or employee of a unit responsible to the State Board of Education:

- (1) No building, facility, or administrative unit shall be named for a person currently employed within the system of higher education in Idaho, except when authorized by the Board.

- (2) Memorialization of a building, facility, or administrative unit for a former employee retired or deceased shall be considered on the basis of the employee's service to education in the state of Idaho. Significant factors will include, but shall not be limited to:

- (a) Recommendation of the chief executive officer of the institution and the recommendation of the institutional community.

- (b) Contributions rendered to the academic area to which the building, facility, or administrative unit is primarily devoted.

- b. Naming of a building, facility, or administrative unit for other than a former employee of the system of higher education will be considered by the Board in accordance with 1.a. Additionally, the following shall apply:

- (1) When deemed appropriate, a facility, building, or administrative unit may be given a nonfunctional name intended to honor and memorialize a specific individual who has made a distinguished contribution to the University.

- (2) Name for an individual in recognition of a gift.

- (a) No commitment for naming shall be made to a prospective donor of a gift prior to Board approval of the proposed name.

- (b) In reviewing requests for approval to name a facility, building, or administrative unit for a donor, the Board shall consider:

- i. The nature of the proposed gift and its significance to the institution;

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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- ii. The eminence of the individual whose name is proposed; and
  - iii. The individual's relationship to the institution.
- 2. The Board exclusively has authority to name administrative units, buildings, and facilities of a campus or of other property under the administrative control of the State Board of Education and Regents of the University of Idaho.
- 3. The Board delegates to the presidents the authority to name rooms and open spaces located within buildings or structures.
  - a. The presidents shall follow the same guidelines for naming as set forth in this policy.
  - b. All such names designated by the presidents shall be reported annually in August to the Board.
- 4. All requests for naming outside the presidents' delegated authority, and all delegated naming authority reporting, shall be made to the Board's Business Affairs and Human Resources Committee. When applicable, concurrent request shall be made to the Board's Instruction, Research and Student Affairs Committee.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**INSTITUTION/AGENCY AGENDA  
COLLEGE AND UNIVERSITIES OF THE STATE BOARD**

**SUBJECT**

Request to Carry Over FY2005 Authorized Unspent Funds to FY2006

**APPLICABLE STATUTES, RULE OR POLICY**

State Board of Education Governing Policies and Procedures, Section V.C.1.b. and V.C.1.d.

**BACKGROUND**

The agencies and institutions noted below received carryover spending authority.

FY2006 appropriation bills for the college and universities (SB1187), Health Programs (HB340), and Division of Professional-Technical Education (SB1235). The institutions and agencies are requesting approval to carry over authorized but unspent funds from FY2005 to be expended in FY2006.

As detailed in Board Policy Section V.C.1.b(2) "Certain special account monies, such as direct federal appropriations, state endowment income and trust accounts, and miscellaneous receipts, are the subject of continuing or perpetual spending authority." Board Policy V.C.1.d states "...the institutions, school and agencies under the governance of the Board must not expend, encumber, or otherwise use monies under their direct control without the specific or general approval by the State Board of Education or the Board of Regents of the University of Idaho..."

**DISCUSSION**

The ability to carry over funds from one fiscal year to another is very valuable in managing an institution or agency across fiscal years. Expenditures can be planned instead of attempting to spend all funds by the end of the fiscal year. The institutions and agencies have identified the funds available to be carried over and the planned expenditure of these funds. Since carry-over funds are one-time, these funds must be limited to one-time expenditures.

**IMPACT**

Approval will authorize an increase in spending authority for FY2006 so the institutions and agencies can expend the funds. The expenditure plans are included in the institutional requests.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed the information provided by the institutions, and recommends approval of carryover spending authority, as authorized by legislative appropriation.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**INSTITUTION/AGENCY AGENDA  
COLLEGE AND UNIVERSITIES OF THE STATE BOARD - continued**

**BOARD ACTION**

A motion to approve the requests by Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, ISU Dental Education Program, UI Agricultural Research & Extension Service Program, UI WWAMI Medical Education Program, and Division of Professional-Technical Education, to carry over authorized but unspent funds from FY2005 to FY2006.

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

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**BOISE STATE UNIVERSITY**

**General Education**

The source of funds carried over are: General Account - \$0.00; Student Fees \$16,602,231. Due to the volume of University initiatives that span multiple years, some of this balance is identified for use in FY 2007.

Encumbered Funds as of 6/30/2005	\$ 782,992
These are purchase orders issued and commitments made as of June 30, although the goods or services were not received as of June 30, 2005.	
New faculty start-up costs	\$ 700,000
HERC and Technology Grants: projects spanning multiple years	\$ 368,039
Collaborative initiatives to foster dual enrollments for science & technology students	\$ 75,000
Academic Departments: matching funds for research and Additional graduate assistantships	\$ 525,000
Research Start-up Costs: including research laboratory start-up costs	\$ 500,000
Physical Plant: on-going approved capital projects and maintenance Projects	\$ 1,630,000
Freshman Taskforce: one-time recommendations to enhance Freshman retention	\$ 175,000
Student Services	\$ 659,800
Boise State Matching Funds Reserve	\$ 2,200,000
FF&E for new buildings (Student Services Ctr. And Interactive Learning Ctr.)	\$ 950,000
Property Acquisition and subsequent remodel costs	\$ 5,000,000
Information technology infrastructure and upgrade costs	\$ 536,000
Technology replacement	\$ 500,400
General Instruction Reserve: one-time funds	\$ 2,000,000
<b>Total Carryover</b>	<b>\$16,602,231</b>

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**IDAHO STATE UNIVERSITY**

**General Education**

The source of funds carried over are: General Account \$0; Student Fees \$9,113,596; Endowment \$0; **TOTAL \$9,113,596**. All carryover funds will be used for non-recurring expense as summarized:

Encumbered Funds as of 6/30/05	\$ 549,833
Purchase orders issued and commitments made, but goods or services not received as of 6/30/05.	

HERC and Technology	\$ 644,843
Research & Technology grants and projects are made for a two or three year period. Carryover necessary to complete those grants and projects.	

Other Carryover Funds	
Instructional Support/Equipment	\$2,808,800
Faculty Research Projects	166,139
Physical Plant Projects	98,500
General Institutional Reserve	4,845,481
Total Other Carryover Funds	\$7,918,920

<b>Total Carryover</b>	<b>\$9,113,596</b>
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**Idaho Dental Education Program**

The source of funds carried over are: General Account \$0; Student Fees \$61,142; **Total \$61,142**. All carryover funds will be used for non-recurring expense as summarized:

Planned expenditures for uncommitted funds are:

Instructional Support/Equipment	\$61,142
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<b>Total IDEP Carryover</b>	<b>\$61,142</b>
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**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**UNIVERSITY OF IDAHO**

**General Education:**

The sources of funds carried over are: Miscellaneous Receipts to the Appropriation \$15,164,461; Matriculation Fees \$1,983,238; and Land Grant Endowments \$71,759.

Encumbered Funds as of 6/30/2005: \$207,111

Purchase orders issued and commitments made, but goods or services not received as of 6/30/2005.

Unencumbered (\*) Funds as of 6/30/2005: \$17,012,347

Over the past few fiscal years, all areas within the university were strongly encouraged to maintain liquidity by establishing operating reserves.

(\*). These funds are unencumbered in a strict accounting-practice sense. President White has established a Plan for Renewal at the University of Idaho, and in response the units have shepherded and earmarked resources with specific investments in mind to improve capacity and quality of our core functions at the University of Idaho. Furthermore, the reserves they are carrying over into the current fiscal year will improve the University's financial condition by contributing directly to unrestricted net assets. Additionally, these reserves also help operating units minimize disruptions in the delivery of academic programs and student services as internal reorganizations and reallocations are made in accordance with new strategic directions for the university.

**Carryover summary:**

Libraries (General and Law Library)	\$854,300
Research Programs/Projects	802,752
Information Technology Network	1,111,655
Facility Management/Projects	712,906
Utilities and fixed cost contingency	1,217,480
Outreach Programs and Services	888,900
Academic Area Programs	11,424,354
Summary Total	<u>\$17,012,347</u>

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**UNIVERSITY OF IDAHO**

**Agricultural Research and Extension Service**

The sources of funds carried over are: Miscellaneous Receipts to the Appropriation \$36; Federal Formula Funds (Hatch/Regional Research/Smith-Lever) \$3,131,391.

Encumbered Funds as of 6/30/2005	\$51,855
Purchase orders issued and commitments made, but Goods or services not received as of 6/30/2005.	

Other Carryover Funds as of 6/30/2005	\$3,079,572
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Other departmental carryover, includes  
previously allocated start-up funding, funding  
for recruiting and backfilling lost faculty and staff  
positions, funding for deferred maintenance  
projects, funding for restructuring/re-prioritization  
of College of Agriculture and Life Sciences programs  
and funding needed to complete on-going  
research projects.

**UI Special Programs and Health Programs**

WWAMI Medical Education: Funds carried over for one-time expenses in FY2006 are \$262,033 of Miscellaneous Receipts. One-time expenses will include capital replacement funding for microscopes and a van.



**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**LEWIS-CLARK STATE COLLEGE**

**General Education**

Encumbered Funds as of 6/30/05	\$137,700
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Purchase orders and commitments made,  
but goods or services not received as of 6/30/05.

HERC and Technology	\$47,500
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Research & Technology grants and projects are  
made for a two or three year period. Carryover  
is necessary to complete those grants and projects.

Other Carryover Funds	<u>\$980,800</u>
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Total	<u>\$1,166,000</u>
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**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION**

Section 2. of Senate Bill 1235 reappropriated to the State Board for Professional-Technical Education for the Division of Professional-Technical Education any unexpended and unencumbered balance of any appropriation contained in Section 1, Chapter 142, Laws of 2004, to be used for nonrecurring expenditures, for the period of July 1, 2005 through June 30, 2006.

The Division requests approval to expend FY2005 authorized, but unexpended Professional-Technical Education funds of \$75,850.02 reappropriated to the State Board for Professional-Technical Education for the Division of Professional-Technical Education for nonrecurring expenditures for the period of July 1, 2005 through June 30, 2006 as per Senate Bill 1235.

**IMPACT**

One-time Personnel Costs	\$ 46,221.72
One-time Operating Expenses	29,577.57
One-time Capital Outlay	50.73
One-time Trustee Payments	<u>0.00</u>
Total	<b>\$ 75,850.02</b>

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
C. Spending Authority

October 2002

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**C. Spending Authority**

1. Monies subject to appropriation
- b. General Account and Special Accounts.
  - (1) All General Account monies are subject to annual or continuing appropriations by the Idaho Legislature.
  - (2) Certain special account monies, such as direct federal appropriations, state endowment income and trust accounts, and miscellaneous receipts, are the subject of continuing or perpetual spending authority. (*See, for example*, Sections 67-3608 and 67-3611, Idaho Code (miscellaneous receipts); Section 67-3607 and Section 33-3301 *et seq.*, Sections 33-2909 and 33-2910, Sections 33-2913 and 33-2914, Sections 33-2911 and 33-2912, Sections 66-1106 and 66-1107, Idaho Code (state endowment income and trust accounts).)

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**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**AGENCIES AND INSTITUTIONS OF THE STATE BOARD**

**SUBJECT**

FY07 Capital Budget Requests

**REFERENCE**

August 11, 2005                      Information item presented on capital budget requests

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND**

At the August 2005 Board meeting, capital budget requests and process were discussed by staff. Staff recommended, and the Board approved to recommend, to the Permanent Building Fund Advisory Council (PBFAC), that the Council continue to concentrate on non-major capital facility projects for FY 2007.

As requested by the Board, staff transmitted the institution and agency capital facilities requests to the PBFAC staff for their information, even though the Board chose to not prioritize the requests. At the PBFAC meeting of October 6, 2005, Chief Fiscal Officer Jeff Shinn provided the Council with the same list of capital projects outlined in the August Board agenda. Mr. Shinn informed the Council of the Board's desire to support the alteration and repair project requests for each agency and institution, instead of major capital facility construction projects. Each institution and agency with capital requests also made a presentation to the PBFAC.

**DISCUSSION**

The Council will submit its recommendations to the Governor, who will make a recommendation to the Legislature, which has the final responsibility for appropriating funds for Capital Projects and Alterations/Repairs.

**IMPACT**

The legislative appropriation will determine which capital projects, if any, are to begin in FY2007, and identify funds available statewide for Alterations and Repairs. The level of funding for Alterations and Repairs will determine how each campus and agency is able to reduce its deferred maintenance backlog.

**STAFF COMMENTS**

Staff will keep the Board apprised of the Capital Project and Alternation/Repair process, including Council, Executive and Legislative recommendations.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: B. Budget Policies

April 2002

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**B. Budget Policies**

**8. Major Capital Improvement Project -- Budget Requests**

For purposes of Item 8., the community colleges (NIC and CSI), the State Historical Society, and the State Library are included, except as noted in V.B.8.b. (2).

**a. Definition**

A major capital improvement is defined as the acquisition of an existing building, construction of a new building or an addition to an existing building, or a major renovation of an existing building. A major renovation provides for a substantial change to a building. The change may include a remodeled wing or floor of a building, or the remodeling of the majority of the building's net assignable square feet. An extensive upgrade of one (1) or more of the major building systems is generally considered to be a major renovation.

**b. Preparation and Submission of Major Capital Improvement Requests**

**(1) Permanent Building Fund Requests**

Requests for approval of major capital improvement projects to be funded from the Permanent Building Fund are to be submitted to the Office of the State Board of Education on a date and in a format established by the executive director. Only technical revisions may be made to the request for a given fiscal year after the Board has made its recommendation for that fiscal year. Technical revisions must be made prior to November 1.

**(2) Other Requests**

Requests for approval of major capital improvement projects from other fund sources are to be submitted in a format established by the executive director. Substantive and fiscal revisions to a requested project are resubmitted to the Board for approval. This subsection shall not apply to the community colleges.

**c. Submission of Approved Major Capital Budget Requests**

The Board is responsible for the submission of major capital budget requests for the institutions, school and agencies under this subsection to the Division of Public Works. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

**CONSENT - BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**AGENCIES OF THE STATE BOARD**

**SUBJECT**

Reports from Board Agencies

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

Each agency of the Board has prepared a series of reports that allow a quick but informative view of each organization. The reports include financial data for fiscal year 2005 and prior fiscal years. For this quarter's report, a Key Issues document is included. Each agency picked key elements from their strategic plan and reported on their progress.

Agency directors and financial staff have worked with the Office of the State Board of Education in the development of these reports.

**DISCUSSION**

The first page of each agency group is the Key Issues document. Data on the second page includes a set of graphs that compares fiscal year 2005 to fiscal year 2004 by actual quarterly expenditures. The third page displays prior year actual expenditures separated by "object code" (personnel costs, operating expense, capital outlay, and trustee & benefits). The fourth page of each agency group is a spreadsheet that displays expenditures into more detailed categories. This report compares the data from fiscal 2005 and three prior years.

The working title for this group of mini-reports is "dashboard reports".

**IMPACT**

Board members and other interested parties will have a quick and easy method to review historical and current financial and strategic plan information for Board agencies. Agency directors and fiscal staff will have a tool that allows easy presentation of commonly-requested operational data.

**STAFF COMMENTS AND RECOMMENDATIONS**

At the request of the Executive Director, agencies and Board staff have developed these mini-reports over the course of the past three calendar quarters. The financial data will be incorporated into Board agendas on a quarterly basis.

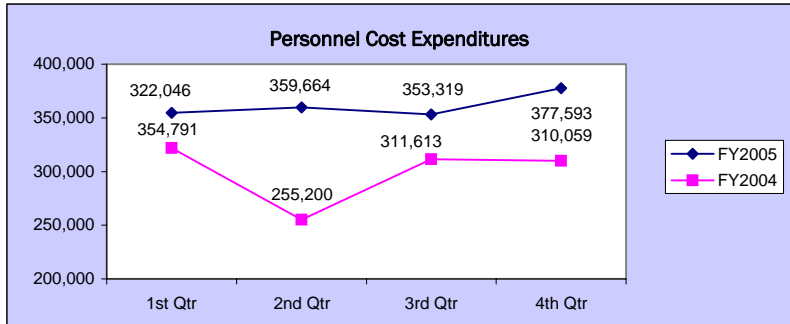
**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

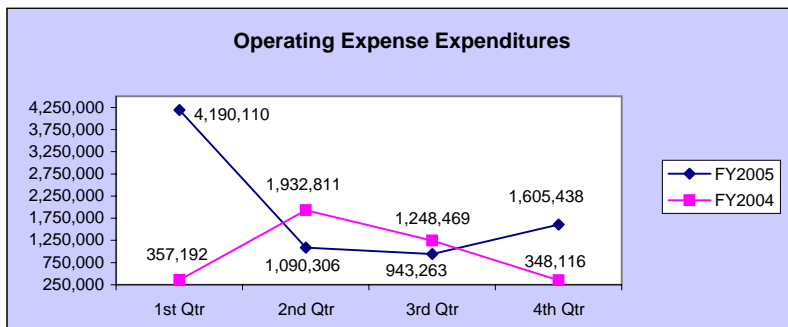
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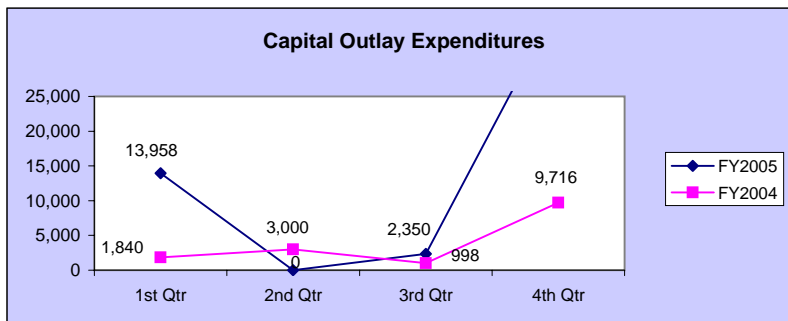
**Office of the State Board of Education  
Performance Report to the State Board of Education  
Quarterly Financial Data For FY 2004 and FY 2005**



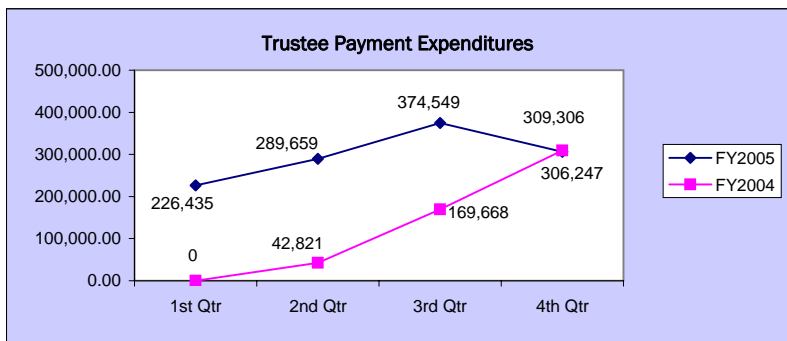
**Personnel Cost Expenditures:** Fluctuation is due to having seven payrolls in the 1st and 3rd quarters for FY 2004. In FY 2005 the first and second quarters have seven payrolls.



**Operating Expense Expenditures:** The increase in FY 2005 is due to an increase in State and Federal Funds, mainly for the Assessment and Accountability grant and the English Language Acquisition grant.

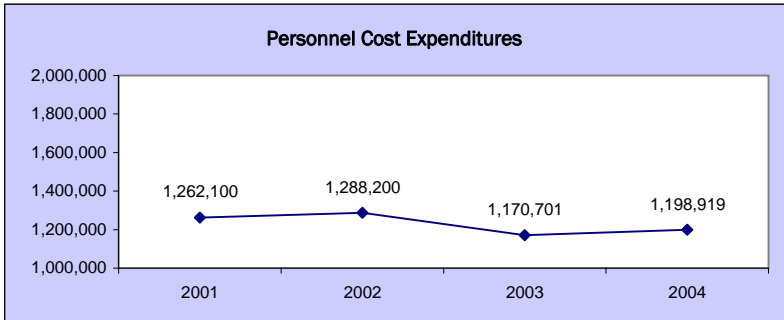


**Capital Outlay Expenditures:** .

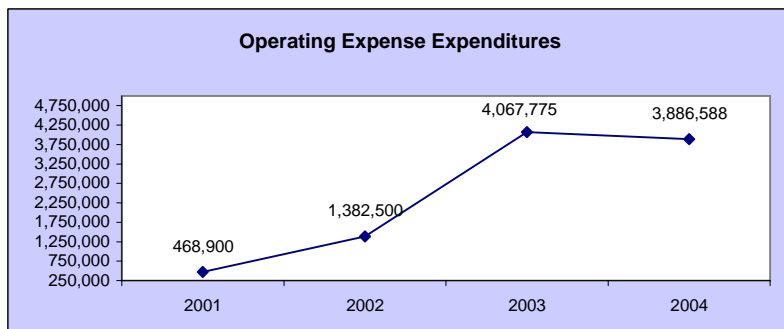


**Trustee Payment Expenditures:** Trustee payment expenditures are dependent on Trustee claim patterns which are extremely variable. The increase in FY 2005 is due to an increase in Federal Funds for the English Language Acquisition Grant.

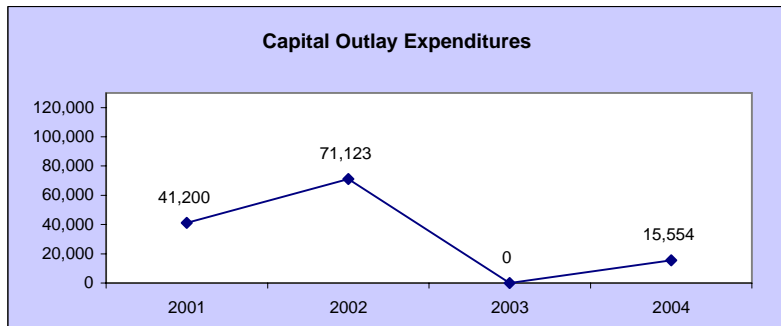
**Office of the State Board of Education  
Performance Report to the State Board of Education  
Prior Four Year Comparison**



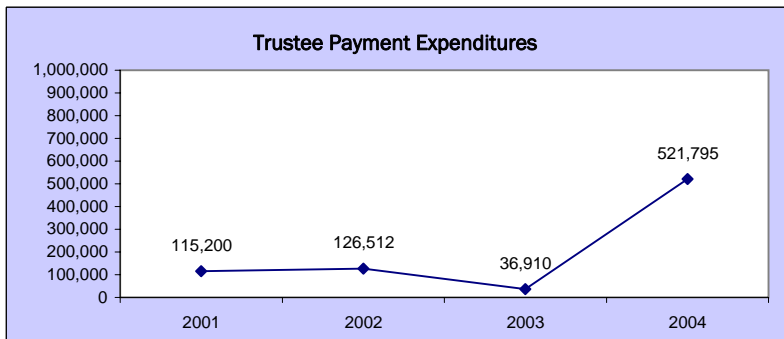
**Personnel Cost Expenditures:** FY 2003 and FY2004 are lower due to vacant positions.



**Operating Expense Expenditures:** The spike in FY 2003 includes a \$3.5 million increase in the General Fund for the Assessment & Accountability program.



**Capital Outlay Expenditures:** FY03 reduction was due to a base reduction in funding.



**Trustee Payment Expenditures:** The increase in FY 2004 is due to an increase in Federal Fund spending authority. The federal fund increase is used for the state assessments and for teacher quality and language acquisition activities in public schools.

**Office of the State Board of Education**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through June 2005**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 Appropriation	2,667,500	1,170,600	3,838,100	5,247,700	1,537,800	6,785,500	3,574,300	5,715,500	9,289,800	4,107,200	8,814,700	12,921,900
ACTUAL EXPENDITURES												
2 Salary & Benefits	1,147,107	141,093	1,288,200	1,054,674	116,027	1,170,701	1,066,818	132,101	1,198,919	1,180,218	265,149	1,445,367
3 Communication Costs	18,523	7,572	26,094	26,262	9,989	36,251	20,802	1,756	22,558	35,145	1,280	36,425
4 Employee Development	7,998	683	8,681	7,342	618	7,960	4,556	365	4,921	15,264	2,932	18,196
5 General Services	30,937	142	31,079	12,297	8,608	20,906	79,656	32,586	112,242	31,291	3,446	34,737
6 Professional Services	867,606	122,928	990,534	3,229,459	421,051	3,650,510	1,846,312	1,624,290	3,470,602	2,304,423	4,958,203	7,262,626
7 Repair & Maintenance Services	20,022		20,022	10,092	-	10,092	4,719	-	4,719	12,181	117	12,298
8 Administrative Services	6,691	20,447	27,138	7,454	2,769	10,224	11,386	406	11,792	9,412	6,048	15,460
9 Computer Services	27,558		27,558	14,839	-	14,839	18,298	9,000	27,298	45,129	26,220	71,349
10 Employee Travel	58,541	3,839	62,380	59,425	2,807	62,232	55,497	5,602	61,100	58,513	12,792	71,305
11 Administrative Supplies	8,568	709	9,277	4,531	556	5,087	10,460	934	11,393	30,374	647	31,020
12 Fuel Costs			-	-	-	-	-	-	-	3,000	-	3,000
13 Manufacturing & Merchandise Costs			-	-	-	-	-	-	-	-	-	-
14 Computer Supplies	9,586	292	9,877	12,116	1,160	13,276	8,980	676	9,656	14,403	1,000	15,403
15 Repair & Maintenance Supplies	1,923		1,923	27	-	27	405	-	405	-	-	-
16 Institutional & Residential Supplies			-	-	-	-	-	-	-	-	-	-
17 Specific Use Supplies			-	-	-	-	14	53	68	1,573	296	1,869
18 Insurance	4,361		4,361	4,312	-	4,312	4,006	-	4,006	1,316	-	1,316
19 Utility Charges			-	-	-	-	-	-	-	-	-	-
20 Rental & Operating Leases	53,205		53,205	52,735	2,973	55,708	52,382	460	52,842	61,387	2,347	63,733
21 Miscellaneous	42,240	68,129	110,369	79,567	96,784	176,352	55,932	37,054	92,986	150,419	39,960	190,379
22 Subtotal Operating Expenditures	1,157,759	224,741	1,382,500	3,520,458	547,317	4,067,775	2,173,406	1,713,181	3,886,588	2,773,831	5,055,286	7,829,117
23 Capital Outlay	71,123		71,123				4,457	11,097	15,554	52,336	2,350	54,686
24 Trustee & Benefits	119,512	7,000	126,512	29,410	7,500	36,910	42,821	478,974	521,795	85,900	1,110,990	1,196,890
25 TOTAL	2,495,501	372,834	2,868,335	4,604,542	670,844	5,275,386	3,287,502	2,335,353	5,622,856	4,092,285	6,433,775	10,526,061
26 % Change Over/Under Prior Year	65%	0%	52%	85%	80%	84%	-29%	248%	7%			
27 % of Appropriation Remaining												
28 % of Months Remaining												

**Comments:**

FY 2002: The increase in FY 2002 over FY 2001 is due primarily from the transfer of \$500,000 in ongoing General Fund money for Achievement Standards Assessment from the Office of the Superintendent of Public Instruction to the Office of the State Board of Education.

FY 2003: \$3.5 million in ongoing General Fund money was appropriated for the Assessment & Accountability effort. Support of the MOST program was shifted from the Albertson Foundation grant to federal Title II funding. There was a reduction in the FY 2003 base of \$1,107,800 for one-time expenditures.

FY 2004: The FY 2003 General Fund base was reduced by \$687,400 due to low revenue projections. The Federal Fund appropriation increased \$5,114,800. OSBE is the State Education Agency (SEA) for the federal funds that come from the U.S. Department of Education. OSBE is responsible for the administration of the expanded Assessment and Accountability program, Teacher Standards, Limited English Proficiency program and supervision of federally-funded programs across all school districts.

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**KEY ISSUES UPDATE**  
**IDAHO SCHOOL FOR THE DEAF AND THE BLIND**  
**April - June 2005**

In reference to the ISDB Strategic Plan, listed below are the 3 – 5 key elements of concern or focused interest this quarter. Under each key element are listed 2 – 4 bullets explaining exactly what ISDB is doing to correct the problem or what the agency has done to accomplish the goal.

**1. Participate in SBOE-SC Review of ISDB Program, Service Delivery, and Funding Models**

- a. Review options for state-wide service delivery, required statute & SBOE policy changes
- b. Develop strategic planning items & organizational plan changes for the various options
- c. Explore strategies for improving service to rural areas and small populations
- d. Benchmarking other state's strategies that currently employ various models
- e. Coordinate with OPE Review for best perspective in SBOE-SC recommendations

**2. Governing Statutes significantly outdated; will require significant attention**

- a. Current statutes give no authority to operate an Outreach Program (85% of ISDB clientele)
- b. Current statutes give no authority for Birth-3yr intervention programs - IDH&W cooperation
- c. Current SBOE policy only fills gaps in weak statutes instead of actually fixing the problem

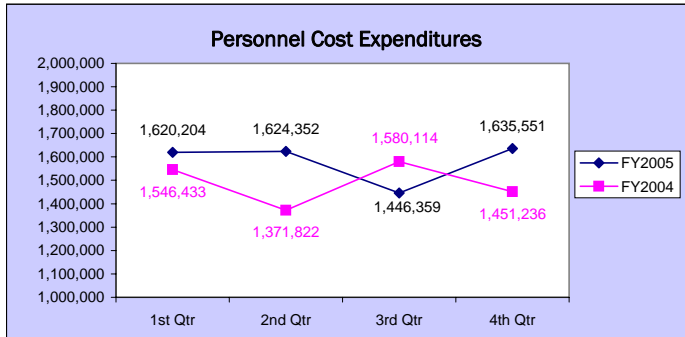
**3. Revised / Re-Designed overall Agency Funding Model might be in order**

- a. Current salary structure fails to recruit/retain sufficient number of highly qualified professionals
- b. Significant Outreach manpower shortage creates burdensome caseloads
- c. 85+% of client services delivered by 7 outreach regions; (580+ students, 25 Staff Consultants)

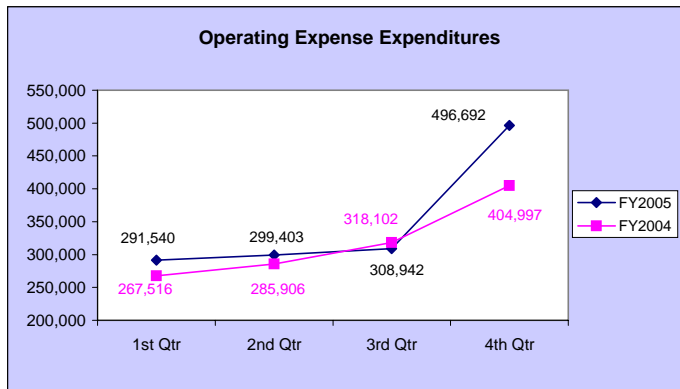
**4. Revised Delivery Model may require change of Main Campus location**

- a. Significant advance planning and funding would be required to accomplish such a move
- b. Finding a suitable & available facility might take considerable lead-time
- c. Losing community infrastructure needs might present serious political / economic considerations

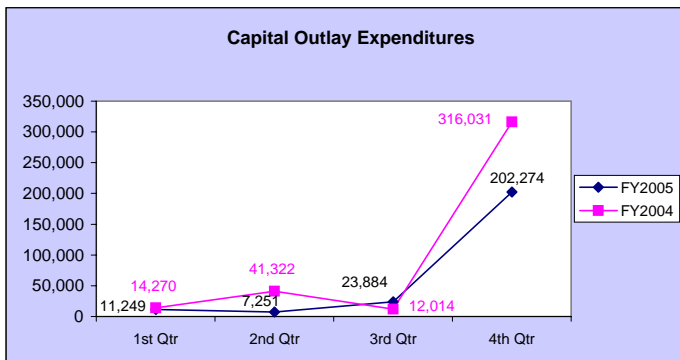
**Idaho School for the Deaf and the Blind  
Performance Report to the State Board of Education  
Quarterly Financial Data For FY 2004 and FY 2005**



**Personnel Cost Expenditures:** 1st quarter fluctuation is due to pay out 1% bonus in 1st quarter of FY05. (\$56,200) 2nd quarter fluctuation is due to having 7 pay periods in FY 05 and only 6 pay periods in FY 04. 3rd quarter fluctuation is due to having 7 pay periods in FY04 and only 6 pay periods in FY05 plus having more positions filled in FY05 as compared to FY04. 4th quarter variance is due to giving short-term commendable pay raises and / or bonuses to ISDB employees during June 2005.

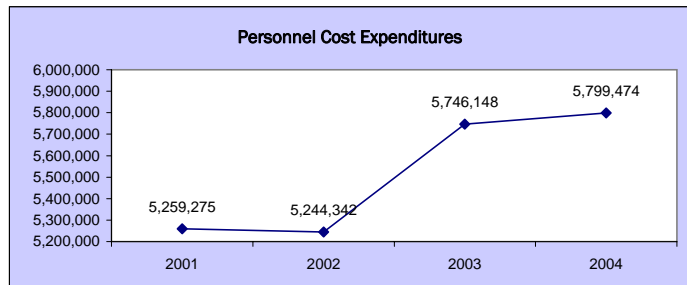


**Operating Expense Expenditures:** 1st Qtr fluctuation is mainly due to lower fees paid to State agencies (SCO, etc.) and \$36,000 related to a legal settlement. 2nd quarter fluctuation is due to higher utility bills for heating due to colder months when compared to FY 04. 3rd quarter fluctuation is mainly due to timing of OE expenditures and is not attributable to any particular expense category fluctuation. 4th quarter variance is mainly due to timing of OE expenditures.

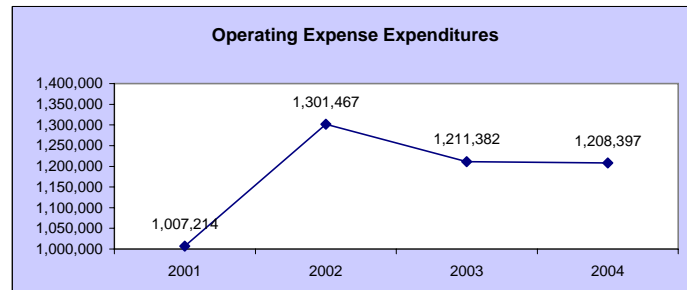


**Capital Outlay Expenditures:** Capital Expenditures were delayed until the 4th quarter to ensure that pending legal matters were handled and season utility expenditures would be adequately covered. 3rd quarter expenditures increased due to Title 6B purchases. 4th quarter includes purchase of a full-size school bus, utility tractor, braille embosser, audiometry unit and wardrobes for the cottages.

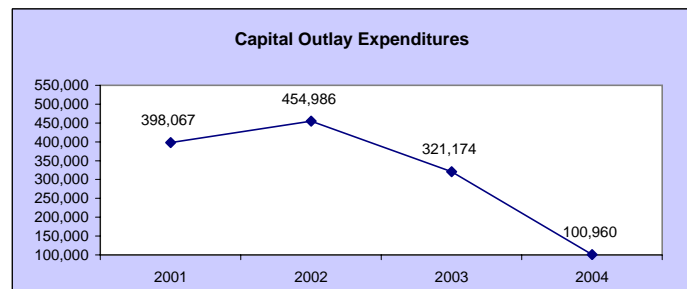
**Idaho School for the Deaf and the Blind  
Performance Report to the State Board of Education  
Prior Four Year Comparison**



**Personnel Cost Expenditures:** In FY02, received \$236,800 for routine, state directed CEC increases; received an additional \$50,000 earmarked for salary competitiveness increase and \$47,000 for a new position of a post secondary transition staff member. FY02 was a lump sum budget allocation, with a total \$404,000 allocation increase for PC.



**Operating Expense Expenditures:** FY01 includes \$106,171 of transfers from PC into OE, whereas FY00 includes \$74,894 of transfers out of OE into CO to cover CO needs. This is a fluctuation of almost \$256,000.



**Capital Outlay Expenditures:** Decrease in FY03 due to putting PC savings into Contingency Fund rather than transferring to CO. Balances in FY00-02 were due to transfers into CO from PC due to PC savings from hard to fill positions such as SLP's. Positions were filled as highly qualified individuals were recruited.

**Idaho School for the Deaf and the Blind**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through June 2005**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION (incl. non cog adj)	7,371,800	421,500	7,793,300	7,051,500	417,200	7,468,700	7,183,600	431,700	7,615,300	7,505,500	502,435	8,007,935
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	5,731,980	14,168	5,746,148	5,793,039	6,435	5,799,474	5,945,974	3,631	5,949,605	6,310,832	15,634	6,326,466
OPERATING EXPENDITURES												
3 Communication Costs	55,086	5	55,091	68,150	5	68,155	65,807	-	65,807	81,165	-	81,165
4 Employee Development	33,305	610	33,915	26,039	1,403	27,442	29,840	3,413	33,253	24,201	7,806	32,007
5 General Services	9,374	127	9,501	11,102	-	11,102	14,071	400	14,471	16,610	165	16,775
6 Professional Services	80,199	55,379	135,578	122,876	(871)	122,005	106,703	81,837	188,540	20,536	97,503	118,039
7 Repair & Maintenance Services	53,495	1,416	54,911	40,687	800	41,487	95,311	594	95,905	75,777	5,000	80,777
8 Administrative Services	7,725	707	8,432	10,923	131	11,054	14,991	485	15,476	15,430	3,601	19,031
9 Computer Services	12,569	-	12,569	12,758	-	12,758	19,447	-	19,447	22,734	20,522	43,256
10 Employee Travel	42,086	663	42,749	30,469	2,585	33,054	40,966	2,515	43,481	46,545	4,342	50,887
11 Administrative Supplies	16,946	-	16,946	20,735	-	20,735	22,156	-	22,156	20,664	-	20,664
12 Fuel Costs	36,096	-	36,096	42,484	-	42,484	47,116	-	47,116	58,938	133	59,071
13 Manufacturing & Merchandise Costs	208	-	208	91	-	91	13	-	13	65	-	65
14 Computer Supplies	80,336	32,201	112,537	46,297	2,088	48,385	38,452	12,418	50,870	50,115	5,758	55,873
15 Repair & Maintenance Supplies	70,606	709	71,315	97,829	-	97,829	82,414	-	82,414	102,696	41,445	144,141
16 Institutional & Residential Supplies	85,890	12,940	98,830	66,005	19,663	85,668	63,505	29,896	93,401	52,775	30,594	83,369
17 Specific Use Supplies	89,349	15,364	104,713	106,999	1,552	108,551	83,103	15,616	98,719	107,112	37,510	144,622
18 Insurance	30,726	-	30,726	30,351	-	30,351	35,126	-	35,126	21,925	-	21,925
19 Utility Charges	119,417	55,652	175,069	41,106	113,564	154,670	40,965	104,268	145,233	62,099	87,387	149,486
20 Rental & Operating Leases	51,678	6,151	57,829	48,615	-	48,615	50,860	600	51,460	61,468	700	62,168
21 Miscellaneous	152,519	1,848	154,367	239,825	4,136	243,961	165,051	8,582	173,633	168,344	44,912	213,256
22 Subtotal Operating Expenditures:	1,027,610	183,772	1,211,382	1,063,341	145,056	1,208,397	1,015,897	260,624	1,276,521	1,009,199	387,378	1,396,577
23 CAPITAL OUTLAY:	236,061	85,113	321,174	34,999	65,961	100,960	225,098	158,539	383,637	185,386	59,272	244,658
24 TRUSTEE & BENEFITS:	-	-	-	-	-	-	-	-	-	-	-	-
25 GRAND TOTAL:	6,995,651	283,053	7,278,704	6,891,379	217,452	7,108,831	7,186,969	422,794	7,609,763	7,505,417	462,284	7,967,701
26 % Change Over/Under Prior Year	n/a	n/a	n/a	-2%	-30%	-2%	4%	49%	7%			
27 % of Appropriation Remaining										0%	8%	1%
28 % of Months Remaining										0%	0%	0%

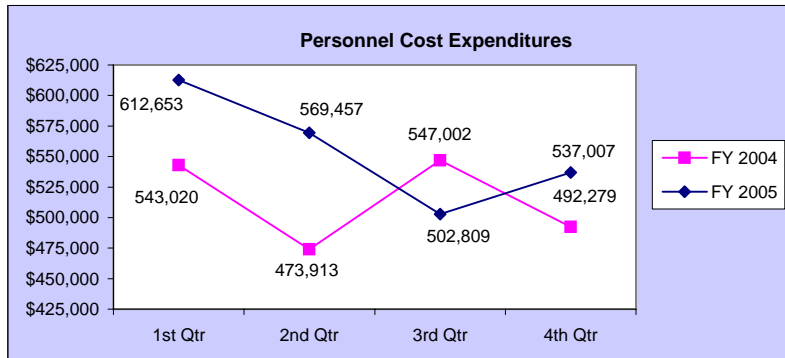


**KEY ISSUES UPDATE**  
**DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION**  
**April - June 2005**

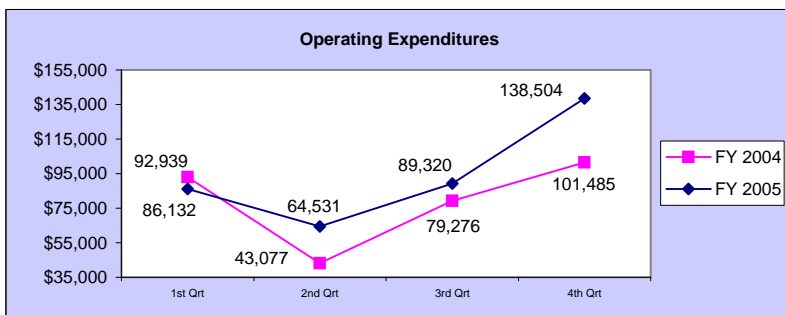
In reference to the DPTE Strategic Plan, listed below are four key elements of concern or focused-interest this quarter. Under each key element are listed three bullets explaining what DPTE is doing to correct the problem or what DPTE has done to accomplish the goal.

1. Develop effective and cost efficient professional-technical models of education. (G-IV, Obj 1)
  - a. Implement career clusters to improve organization and delivery
  - b. Improve planning assistance for secondary and postsecondary program planning.
  - c. Prepare for the implementation of new federal legislation.
2. Increase the number of qualified professional-technical educators. (G-I, Obj 4)
  - a. Coordinate additional teacher pre-service and in-service workshops
  - b. Improve teacher certification to target specific needs
  - c. Increase participation of PTE instructors in academic integration training
  - d. Work with teacher education to stabilize PTE teacher preparation.
3. Support placement and completion rates for professional-technical students. (G- III, Obj 6)
  - a. Increase student leadership activities.
  - b. Increase student organization membership
  - c. Address special population, minority and other at risk populations in PTE
4. Ensure funds designated for PTE system are efficiently managed to support the role and mission.
  - a. Work to resolve maintenance of effort issue with federal government.
5. Assess and prioritize professional-technical workforce development needs. (G-III, Obj 1)
  - a. Respond to state and regional needs for short-term technical training.

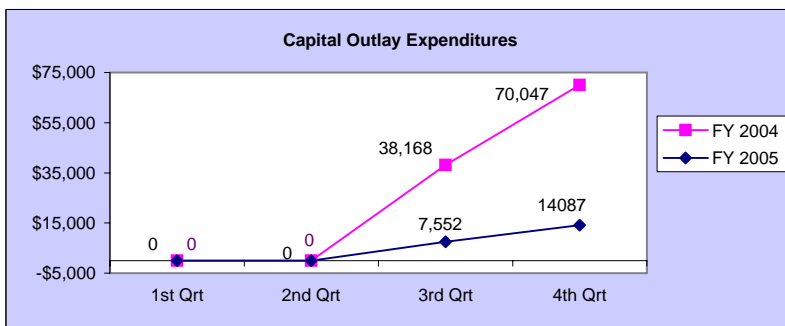
**Division of Professional-Technical Education Performance Report**  
**Performance Report to the State Board of Education**  
**Quarterly Financial Data For FY 2004 and FY 2005**



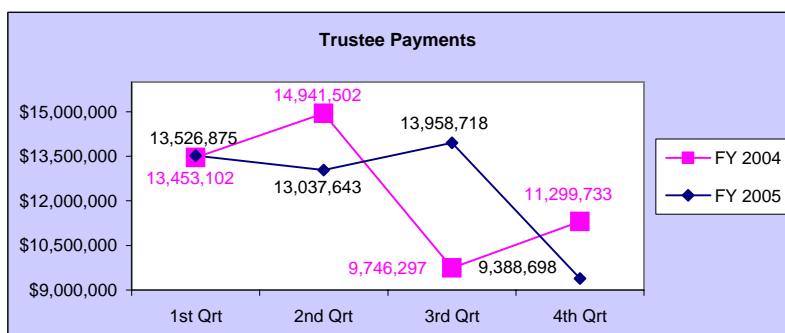
**Personnel Cost Expenditures:** The increase in expenditures from FY04 to FY05 was due to appropriation increases for CEC and Employee Benefits. FY05 first quarter expenditures includes House Bill 805 1% payments. FY04 third quarter included three pay periods. FY05 third quarter included only two pay periods.



**Operating Expense Expenditures:** Quarterly fluctuation is due to fixed operating costs for rent due in first and third quarters. FY05 fourth quarter expenditures included one-time non-recurring expenditures for computer programming.

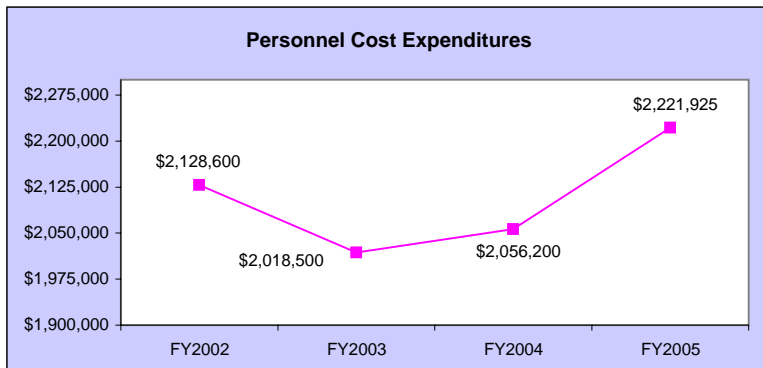


**Capital Outlay Expenditures:** FY04 Capital Expenditures were delayed until the third and fourth quarter due to unknown budget issues related to holdbacks and vacant positions.

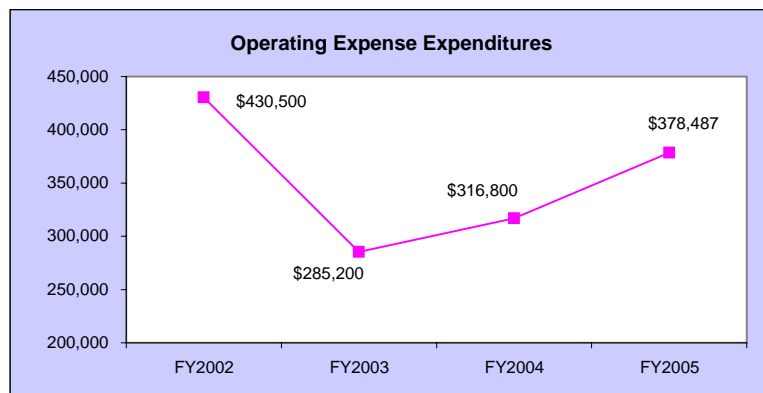


**Trustee Payment Expenditures:** Trustee Payment expenditures are dependent on Trustee claim patterns which are extremely variable. Seventy percent payments for secondary schools and professional-technical schools are made in the second or third quarters, depending on claims submission patterns.

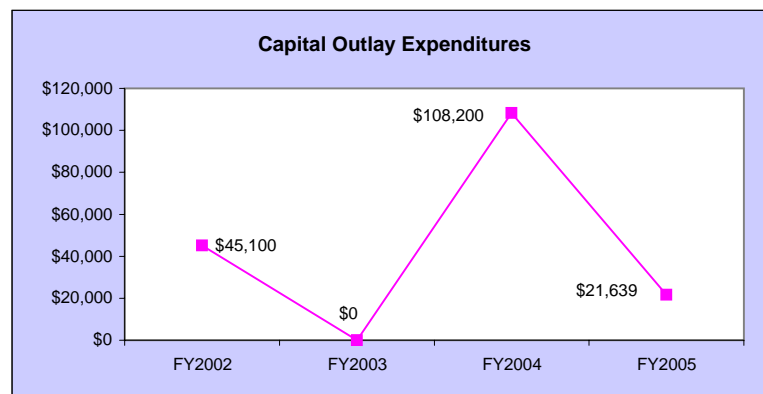
**Division of Professional-Technical Education  
Performance Report to the State Board of Education  
Prior Four Year Comparison**



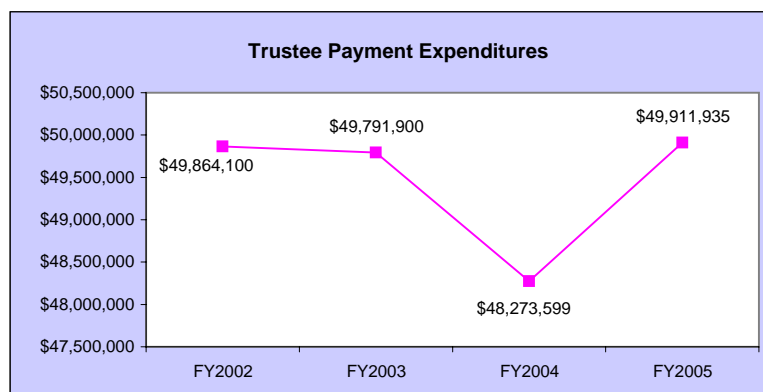
**Personnel Cost Expenditures:** Decrease for FY03 was due to a base reduction in funding. Increase for FY05 was due to appropriation increases for CEC and Employee Benefits. FY05 also includes HB805 1% payments.



**Operating Expense Expenditures:** Fluctuation in FY03 was due to a base reduction in funding.



**Capital Outlay Expenditures:** FY03 reduction was due to a base reduction in funding and no carry over or transfer authority.



**Trustee Payment Expenditures:** Trustee Payment expenditures are dependent on Trustee claim patterns which are extremely variable. Base reduction in funding is not recognized until FY04 due to prior year encumbrance clearance.

**Division of Professional-Technical Education**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through June 30, 2005**

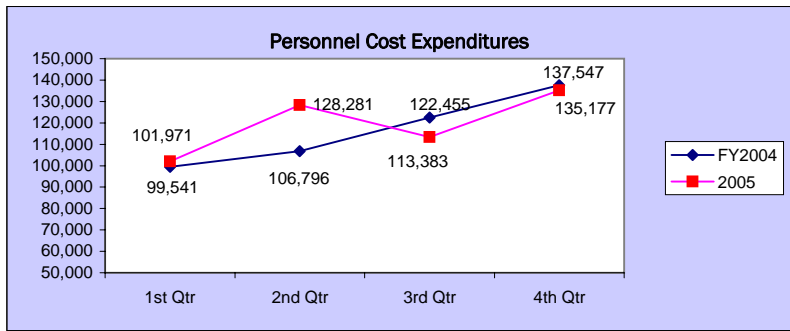
Fund Source	GENERAL	FY 2002 OTHER	TOTAL	GENERAL	FY 2003 OTHER	TOTAL	GENERAL	FY 2004 OTHER	TOTAL	GENERAL	FY 2005 OTHER	TOTAL
1 APPROPRIATION	51,333,458	11,742,884	63,076,342	47,585,174	12,420,763	60,005,937	47,651,853	12,234,158	59,886,011	50,835,726	12,019,292	62,855,018
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	1,711,374	417,196	2,128,570	1,596,234	422,284	2,018,517	1,621,323	434,891	2,056,214	1,762,678	459,247	2,221,925
OPERATING EXPENDITURES												
3 Communication Costs	41,508	1,007	42,515	26,529	2,870	29,399	16,770	6,264	23,033	15,238	6,187	21,425
4 Employee Development	6,879	4,659	11,537	3,316	1,109	4,424	2,727	1,768	4,494	5,658	1,105	6,763
5 General Services	770	5,637	6,407	2,384	50	2,434	1,902	4,078	5,980	10,768	-	10,768
6 Professional Services	10,053	-	10,053	6,000	-	6,000	6,000	-	6,000	21,706	-	21,706
7 Repair & Maintenance Services	2,538	1,025	3,563	1,558	265	1,823	1,446	-	1,446	2,504	-	2,504
8 Administrative Services	23,105	2,064	25,168	3,292	2,820	6,112	4,401	2,558	6,958	7,715	-	7,715
9 Computer Services	74,315	15,292	89,607	41,396	5,523	46,918	75,502	50	75,552	112,930	-	112,930
10 Employee Travel	62,266	23,832	86,098	30,845	29,379	60,224	34,108	24,430	58,537	54,586	11,421	66,007
11 Administrative Supplies	10,151	3,628	13,779	6,424	2,792	9,215	7,263	2,382	9,645	10,725	-	10,725
12 Fuel Costs	38	16	53	-	-	-	-	-	-	-	-	-
13 Manufacturing & Merchandise Costs	-	-	-	-	-	-	-	-	-	-	-	-
14 Computer Supplies	14,059	1,319	15,378	2,512	625	3,137	8,944	1,077	10,021	13,177	-	13,177
15 Repair & Maintenance Supplies	425	308	733	-	-	-	299	-	299	-	-	-
16 Institutional & Residential Supplies	-	-	-	-	-	-	-	-	-	-	-	-
17 Specific Use Supplies	10	81	91	-	86	86	119	44	163	250	-	250
18 Insurance	3,016	-	3,016	3,235	-	3,235	5,146	-	5,146	(988)	-	(988)
19 Utility Charges	-	-	-	-	-	-	-	-	-	-	-	-
20 Rental & Operating Leases	90,635	9,610	100,245	59,126	39,819	98,946	57,109	36,749	93,858	58,732	34,987	93,719
21 Miscellaneous	21,710	572	22,281	13,224	-	13,224	15,589	55	15,644	11,499	289	11,788
22 Subtotal Operating Expenditures:	361,476	69,049	430,525	199,839	85,337	285,176	237,324	79,454	316,778	324,500	53,989	378,489
23 CAPITAL OUTLAY:	45,128	-	45,128	-	-	-	108,215	-	108,215	21,639	-	21,639
24 TRUSTEE & BENEFITS:	43,008,776	6,855,316	49,864,092	42,356,946	7,434,947	49,791,892	40,816,067	7,457,421	48,273,488	42,742,323	7,169,612	49,911,935
25 GRAND TOTAL:	45,126,754	7,341,561	52,468,314	44,153,018	7,942,567	52,095,586	42,782,929	7,971,766	50,754,695	44,851,140	7,682,848	52,533,988
26 % Change Over/Under Prior Year	n/a	n/a	n/a	-2%	8%	-1%	-3%	0%	-3%			
27 % of Appropriation Remaining										11.77%	36.08%	16.42%
28 % of Months Remaining										0%	0%	0%

**KEY ISSUES UPDATE**  
**THE IDAHO CAREER INFORMATION SYSTEM**  
**April – June 2005**

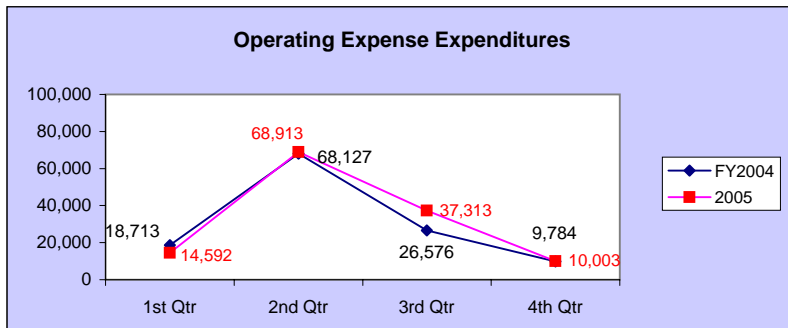
As part of the PTE Strategic Plan, CIS develops career information about Idaho and the nation that is developmentally appropriate, delivers it to people throughout Idaho using the most current technology and helps career development professionals integrate it into their school and agency programs.

1. Develop and maintain career information about Idaho and the nation that is accurate, current, locally relevant, unbiased, and understandable.
  - a. Meet industry standards as defined by the Association of Computer-Bases System for Career Information (ACSCI).
  - b. Survey all Idaho postsecondary schools and scholarship sources and update information in eCIS.
  - c. Continually review and update CIS occupational information files as data becomes available.
2. Deliver career information to schools and agency offices throughout Idaho using the most current and sophisticated technology available.
  - a. Participate in a meeting with CIS Directors from throughout the country in May.
  - b. Maintain and update monthly the eCIS front page.
  - c. Provide information and incentives for current user sites to use eCIS only.
3. Provide training, technical assistance and marketing to those who need and can benefit from it.
  - a. Negotiate FY '06 CIS user site contracts.
  - b. Conduct site training and workshop presentations on CIS.
  - c. Exhibit at statewide education and workforce conferences.

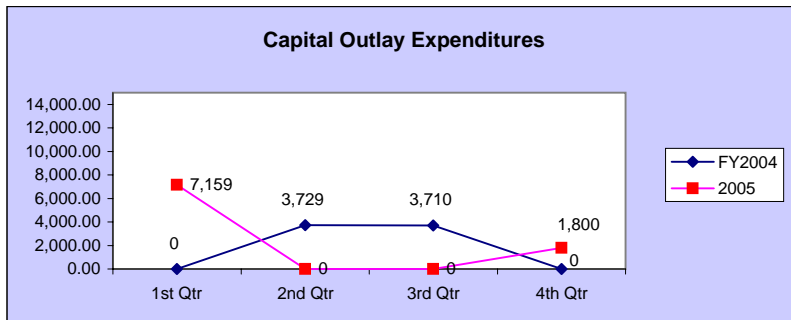
**Idaho Career Information System  
Performance Report to the State Board of Education  
Quarterly Financial Data for FY 2004 and FY 2005**



**Personnel Cost Expenditures:** There were no salary increases or vacancies in 2004. Charging pc costs to the year in which they occurred causes the 1st quarter to be lower and the 4th quarter to be higher. The increases in the 3rd Qtr. of FY'04 and the 2nd QTR of FY'05 are due to an extra pay period.

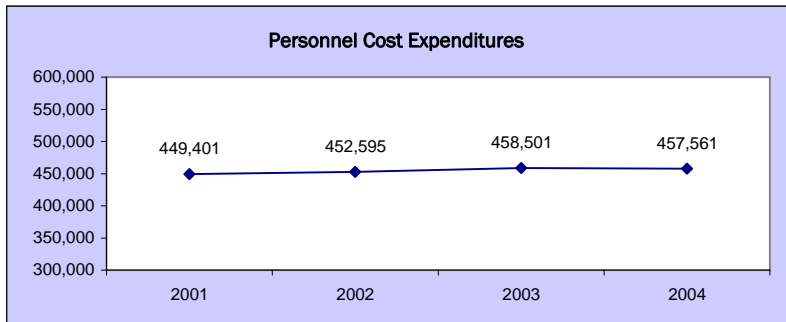


**Operating Expense Expenditures:** The largest operating expenses are generally reflected in the 2nd Qtr. Expense report. The single largest expenditure is the intoCareers contract for the CIS licensed software, joint purchase of national school and scholarship information, and Internet hosting and delivery services.

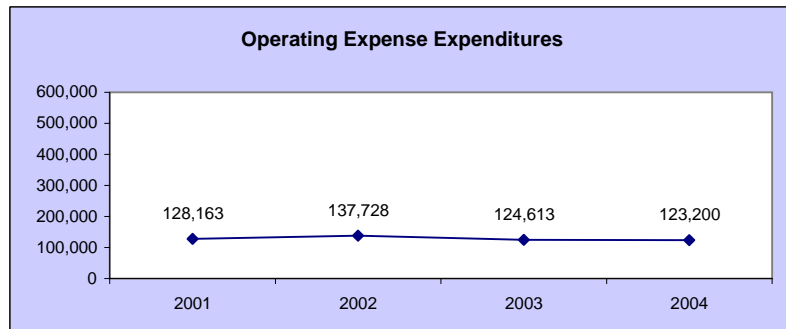


**Capital Outlay Expenditures:** Some capital expenditures were delayed in 2004 due to unknown budget regarding a possible holdback. FY'05 expenditures reflect normal computer rotation and a new office printer.

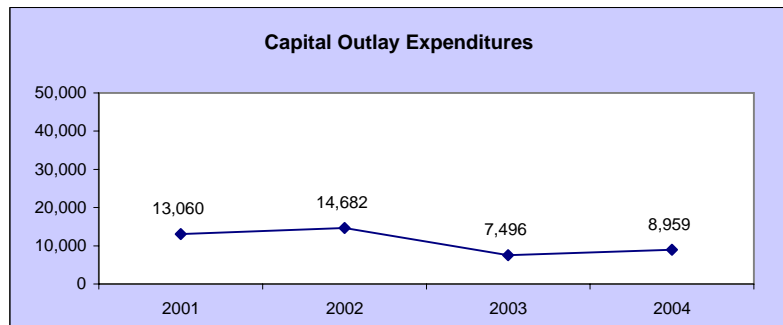
**Idaho Career Information System  
Performance Reprots to the State Board of Education  
Prior Four Year Comparison**



**Personnel Cost Expenditures:** There is very little fluctuation in personnel costs from 2001-2003 because there were no salary increases in FY '03 and '04 and no staff turnover from FY 2001-2004. Increases are due to increases in employee benefits, primarily the cost of health care. The semming drop in 2004 is due to how the payroll fell within the ending on one FY and the beginning of another. CIS had been treated as a grant therefore payroll charge backs were allowed from one fiscal year to another. In this instance a larger amount of payroll was charged back to the previous years funds than done in prior years (8 days total).



**Operating Expense Expenditures:** Reductions in operating costs are primarily due to savings achieved from moving from Windows and MAC platforms to Internet delivery of career information.



**Capital Outlay Expenditures:** Expenditures reflect the normal course of computer rotation and replacement of office printers. Fy-03 and '04 expenditures were reduced due to uncertainty about a possible budget holdback.

**Idaho Career Information System**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through June 30, 2005**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005 YTD		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 Non-Cognizable Allocated Funds		679,709	679,709		679,832	679,832		685,044	685,044		703,020	703,020
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:		449,401	449,401		452,595	452,595		458,501	458,501		457,561	457,561
OPERATING EXPENDITURES												
3 Communication Costs		6,041	6,041		4,538	4,538		4,431	4,431		3,018	3,018
4 Employee Development		2,754	2,754		1,893	1,893		2,383	2,383		2,656	2,656
5 General Services		500	500		1,135	1,135		-	-		-	-
6 Professional Services		1,919	1,919		822	822		503	503		1,560	1,560
7 Repair & Maintenance Services		-	-		-	-		62	62		46	46
8 Administrative Services		19,799	19,799		11,062	11,062		5,516	5,516		6,501	6,501
9 Computer Services		81,903	81,903		75,673	75,673		74,985	74,985		75,557	75,557
10 Employee Travel		13,128	13,128		12,298	12,298		12,220	12,220		16,090	16,090
11 Administrative Supplies		3,293	3,293		4,062	4,062		1,703	1,703		2,064	2,064
12 Fuel Costs		-	-		-	-		-	-		-	-
13 Manufacturing & Merchandise Costs		-	-		-	-		-	-		-	-
14 Computer Supplies		4,963	4,963		3,122	3,122		1,933	1,933		2,450	2,450
15 Repair & Maintenance Supplies		225	225		136	136		40	40		-	-
16 Institutional & Residential Supplies		-	-		-	-		-	-		-	-
17 Specific Use Supplies		-	-		450	450		447	447		-	-
18 Insurance		-	-		-	-		-	-		-	-
19 Utility Charges		-	-		-	-		-	-		-	-
20 Rental & Operating Leases		17,388	17,388		16,912	16,912		16,580	16,580		17,488	17,488
21 Miscellaneous		1,710	1,710		1,416	1,416		2,784	2,784		3,392	3,392
22 Subtotal Operating Expenditures:	-	153,623	153,623	-	133,519	133,519	-	123,587	123,587	-	130,822	130,822
23 CAPITAL OUTLAY:		14,682	14,682		7,996	7,996		7,248	7,248		8,959	8,959
24 TRUSTEE & BENEFITS:												
25 GRAND TOTAL:	-	617,706	617,706	-	594,109	594,109	-	589,336	589,336	-	597,342	597,342
26 % Change Over/Under Prior Year	n/a	n/a	n/a	na	-4%	-4%	n/a	-1%	-1%			
27 % of Appropriation Remaining											15.03%	15.03%
28 % of Months Remaining										0%	0%	0%

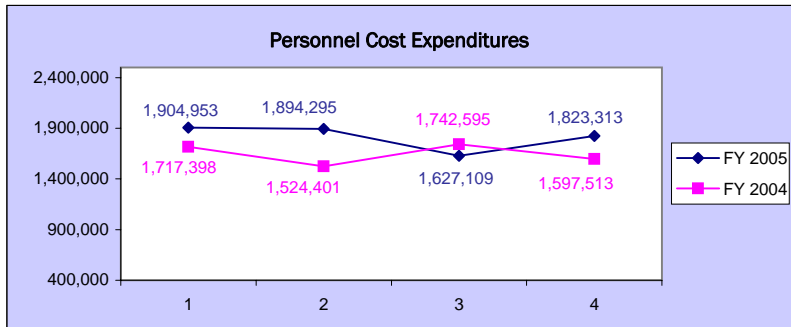
Comments: CIS is funded From fund 0348 Federal Fund and fund 0349 Miscellaneous Revenue Fund



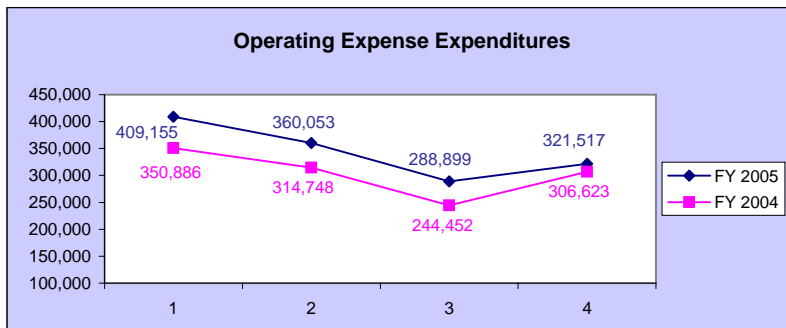
**KEY ISSUES UPDATE**  
**IDAHO DIVISION OF VOCATIONAL REHABILITATION**  
**April – June 2005**

1. **Goal 1/Objective 5: Ensure the complete and effective implementation of Gemini and Famis statewide, fully utilizing current staff.**
  - a. IDVR utilizes the quarterly Administration Office review to assess overall effectiveness of our computerized case management system, to identify skill gaps and provide training to address any issues.
  - b. IDVR implemented a six-month follow-up review of identified issues.
2. **Goal 2/ Objective 3: Ensure VR Staff has basic knowledge of SSA/Ticket to Work.**
  - a. IDVR has provided basic training on SSA Ticket to Work Program.
  - b. IDVR has brought in national experts to train staff statewide on SSA Work Incentives, including writing PASS (Plans for Achieving Self Support) Plans.
3. **Goal 2 / Objective 4: Enhance revenue opportunities for all VR Programs.**
  - a. IDVR has pursued co-operative agreements with the Idaho Department of Correction and the Department of Juvenile Corrections whereby these agencies provide financial support to capture more federal VR funds to specifically serve individuals meeting VR Eligibility within these populations.
  - b. IDVR has secured a five-year federal grant to serve Migrant Seasonal Farm Workers with disabilities and family members in southern Idaho. The grant is for \$127,000 per year.
4. **Goal 3 / Objective 2: Identify the number of individuals with disabilities statewide and assess their needs. Consider this information in the development of programs and services offered.**
  - a. In co-operation with the State Independent Living Council, IDVR has completed a joint survey to identify the needs of individuals with disabilities.

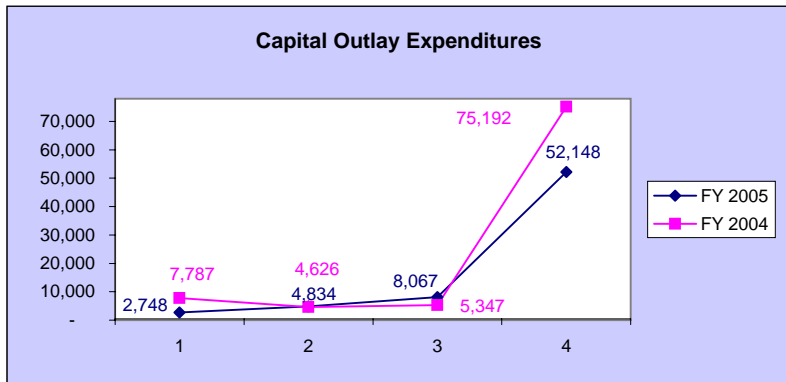
**Idaho Department of Vocational Rehabilitation  
Performance Report to the State Board of Education  
Quarterly Financial Data For FY 2004 and FY 2005**



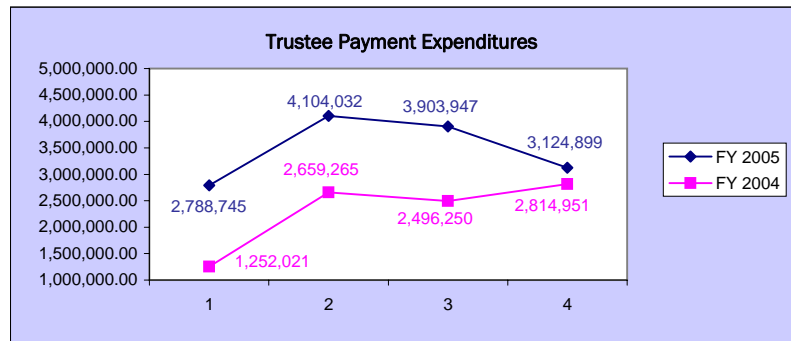
**Personnel Cost Expenditures:** Personnel Costs increased by \$100,000 in FY 2005 due to the transfer of the Work Services-Community supported Employment from the Department of Health and Welfare. Additional increase was due to House Bill 805 1% payments in the first quarter of FY 2005. Third quarter 2005 is down from third quarter 2004 due to vacant positions.



**Operating Expense Expenditures:** Fluctuation is due to the payment of some rents in the first quarter of FY 2005 and not in the first quarter of FY 2004. The increase also reflects an increase in rents due to inflation and also the elimination of cash discounts accepted by lessors in FY 2004 and not in FY 2005. The agency has also experienced an increase in travel and training.

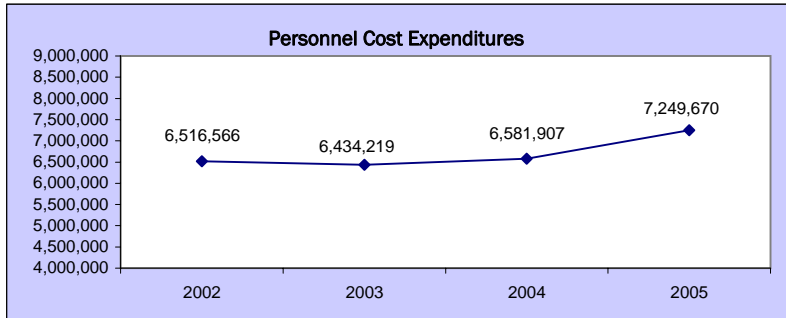


**Capital Outlay Expenditures:** Capital Expenditures were delayed until the 3rd quarter due to unknown budget issues related to holdbacks and available salary savings due to vacant positions in FY 2004. The agency has made a practice of purchasing capital outlay in the last quarter of the year. We have not been appropriated funds for replacement capital outlay since FY 2003.

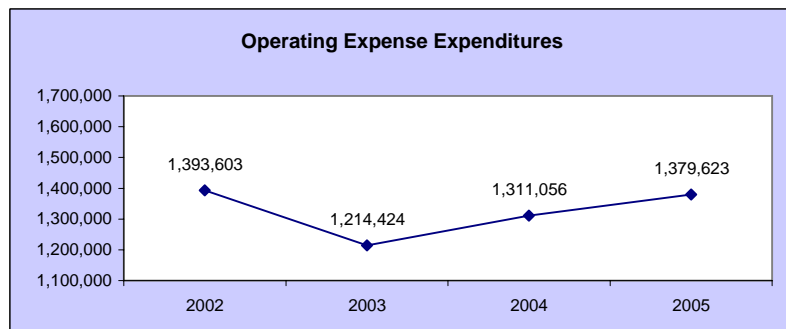


**Trustee Payment Expenditures:** Trustee Payment expenditures will increase significantly in FY 2005 due to the transfer of \$3,845,800 of authority for the Work Services-Community Supported Employment program transferred from Health and Welfare. As of the end of the third quarter, expenditures are up over \$4,000,000.

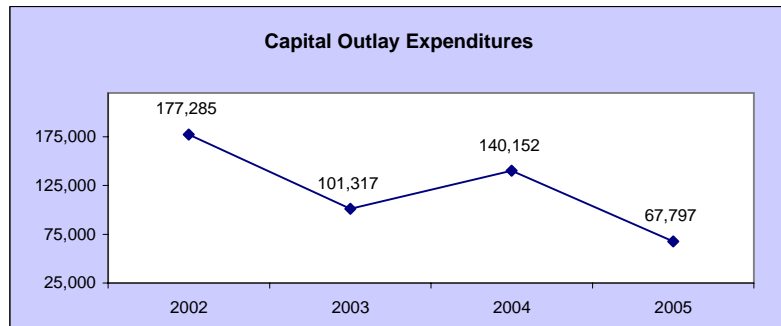
**Idaho Department of Vocational Rehabilitation  
Performance Report to the State Board of Education  
Prior Four Year Comparison**



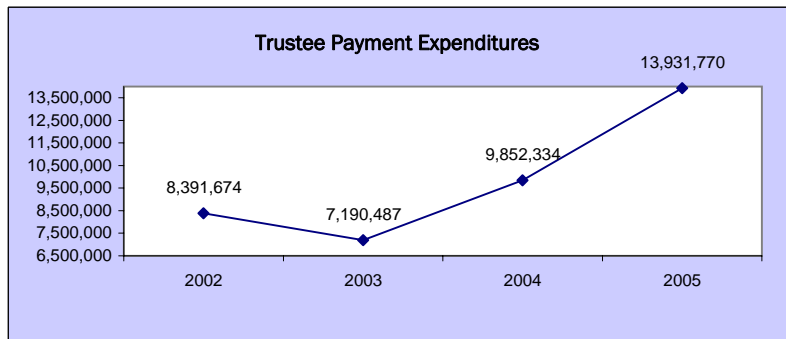
**Personnel Cost Expenditures:** The increase between FY 2001 and FY 2002 was partly due to an approximately \$200,000 Change in Employee Compensation (CEC) package implemented in July 2001, as well as a \$60,000 bonus package. Management also changed the timing of promotions from the end of the fiscal year to awarding these throughout the year in FY 2002, which resulted in increased expenditures in that year. The decrease in FY03 was due to an intentional delay in hiring to curtail overall spending due to the economic conditions.



**Operating Expense Expenditures:** The decline in operating expenditures in 2003 and 2004 was due to economic conditions. Holdbacks in 2003 were taken from operating budget. The increase in 2005 was due partly to the initiation of charging some administrative costs to the State Kidney program and the additional spending in operating for the new Work Services/Community Supported Employment programs.



**Capital Outlay Expenditures:** Due to the economic conditions, the agency has not spent the appropriated Capital Outlay authority since FY 2001. Of the \$277,200 appropriated in FY 2001, only \$174,924 was expended. Future expenditures in FY 2002, 2003 and 2004 were accomplished by transfers of authority from salary savings and trustee and benefit and were only completed for items necessary for normal operations. The agency vacated its four year replacement cycle for capital outlay and only replaced items of necessity.



**Trustee Payment Expenditures:** Part of the increase in FY 2004 is due to the loosening of some caps implemented in 2003 to curtail spending. Most of the increase was due to a \$2.1 million carryover of the Federal Grant from FY 2003. The agency requested and received non-cog authority in 2004 in the amount of \$1.7 million in order to spend this carryover. The increase from 2004 to 2005 was due to a new Work Services/Community supported Employment program with 3,800,000 for Trustee and Benefits in 2005. We also had a \$1,000,000 in non-cog in Trustee and Benefits in 2005.

**Idaho Division of Vocational Rehabilitation**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through June 2005**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005 YTD		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION	3,939,500	13,594,770	17,534,270	3,635,400	13,878,700	17,514,100	3,673,000	15,474,900	19,147,900	7,679,300	15,352,700	23,032,000
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	-	6,516,566	6,516,566	-	6,434,219	6,434,219	-	6,581,907	6,581,907	98,133	7,151,537	7,249,670
OPERATING EXPENDITURES												
3 Communication Costs	-	226,249	226,249	-	223,999	223,999	-	357,095	357,095	25,265	336,190	361,455
4 Employee Development	-	16,724	16,724	-	25,023	25,023	-	47,398	47,398	2,780	43,214	45,994
5 General Services	-	51,807	51,807	-	53,406	53,406	-	25,873	25,873	2,447	42,311	44,758
6 Professional Services	-	17,395	17,395	-	20,574	20,574	-	24,867	24,867	400	17,279	17,679
7 Repair & Maintenance Services	-	14,715	14,715	-	61,652	61,652	-	111,437	111,437	12,724	102,691	115,415
8 Administrative Services	-	19,725	19,725	-	11,550	11,550	-	7,388	7,388	-	4,134	4,134
9 Computer Services	-	145,082	145,082	-	1,355	1,355	-	85,985	85,985	57,284	(24,326)	32,958
10 Employee Travel	-	106,202	106,202	-	97,067	97,067	-	121,443	121,443	11,456	142,788	154,244
11 Administrative Supplies	-	44,408	44,408	-	38,915	38,915	-	44,377	44,377	5,037	48,599	53,636
12 Fuel Costs	-	11,440	11,440	-	13,440	13,440	-	14,919	14,919	529	21,613	22,142
13 Manufacturing & Merchandise Costs	-	-	-	-	-	-	-	-	-	109	-	109
14 Computer Supplies	-	206,309	206,309	-	82,164	82,164	-	15,508	15,508	-	15,589	15,589
15 Repair & Maintenance Supplies	-	19,561	19,561	-	10,733	10,733	-	18,711	18,711	131	8,742	8,873
16 Institutional & Residential Supplies	-	-	-	-	-	-	-	-	-	-	-	-
17 Specific Use Supplies	-	991	991	-	412	412	-	1,130	1,130	21	1,544	1,565
18 Insurance	-	10,730	10,730	-	9,610	9,610	-	8,912	8,912	-	4,045	4,045
19 Utility Charges	-	1,668	1,668	-	2,246	2,246	-	2,402	2,402	-	3,570	3,570
20 Rental & Operating Leases	-	407,656	407,656	-	467,497	467,497	-	368,941	368,941	45,807	379,896	425,703
21 Miscellaneous	-	92,940	92,940	-	94,780	94,780	-	124,001	124,001	7,071	60,682	67,754
22 Subtotal Operating Expenditures:	-	1,393,603	1,393,603	-	1,214,424	1,214,424	-	1,380,389	1,380,389	171,061	1,208,562	1,379,623
23 CAPITAL OUTLAY:		228,480	228,480	-	169,528	169,528	-	228,902	228,902	31,879	35,918	67,797
24 TRUSTEE & BENEFITS:	3,939,483	5,016,383	8,955,866	3,635,357	5,390,564	9,025,921	3,662,152	6,248,035	9,910,187	7,365,284	6,556,340	13,931,771
25 GRAND TOTAL:	3,939,483	15	17,094,515	3,635,357	13,208,735	16,844,092	3,662,152	14,439,233	18,101,385	7,666,357	14,952,357	22,628,861
26 % Change Over/Under Prior Year	n/a	n/a	n/a	0%	100%	-1%	1%	9%	7%			
27 % of Appropriation Remaining										0%	3%	2%
28 % of Months Remaining										0%	0%	0%

**KEY ISSUES UPDATE**  
**IDAHO PUBLIC TELEVISION**  
**April - June 2005**

In reference to the IdahoPTV Strategic Plan, listed below are key elements of concern or focused interest this quarter. Under each key element are listed bullets explaining exactly what IdahoPTV is doing to accomplish the goal.

**Provide access to citizens anywhere of IdahoPTV/PBS resources via the WWW.**

- a. In 4Q2005, IdahoPTV.org had 3,145,664 hits, 417,662 visits, with an average visit length of 3:17.
- b. In April, IdahoPTV launched a new website on "Garbage," a new episode of Dialogue for Kids, that examines how scientists are creating new ways of disposing of trash.
- c. In May, IdahoPTV launched a new Outdoor Idaho website called "Buckskin Brigade" that looks at the men and women who relive Idaho's past.
- d. In June, IdahoPTV launched a new Outdoor Idaho website called "Backroad Adventures" highlighting several scenic tours citizens can take in Idaho.

**Progress towards DTV implementation.**

- a. USDA RUS Grant: The Kooskia, Kamiah, Juliaetta and Lewiston tower & building construction bids are being advertised.
- b. USDA RUS Grant: A new translator has been purchased for Lewiston.
- c. Cox Cable in the Wood River Valley is now carrying IdahoPTV's high definition service.
- d. Negotiations occurred with US Forest Service for the citing of a digital translator on No Business Peak in the McCall area.

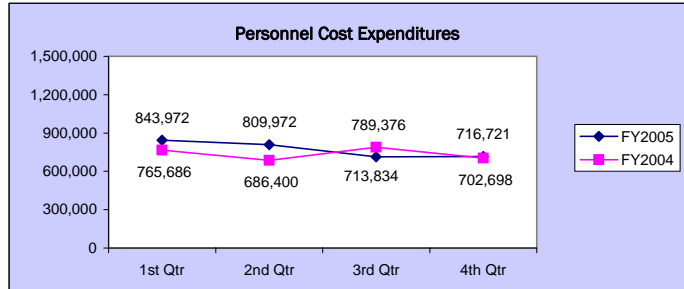
**Provide relevant Idaho-specific information.**

- a. Dialogue produced and/or aired fourteen programs including a look at "INL," "Salmon Recovery Plan," "Idaho's Schools," and "Senator Crapo."
- b. Outdoor Idaho produced two new programs called "Buckskin Brigade" and "Backroad Adventures."
- c. IdahoPTV partnered with the Idaho Statesman to produce a half hour program called "A View from Iraq" looking at the journey of two reporters.
- d. IdahoPTV received 8 Emmy nominations and Ron Pisaneschi was named "Public TV Programmer of the Year."

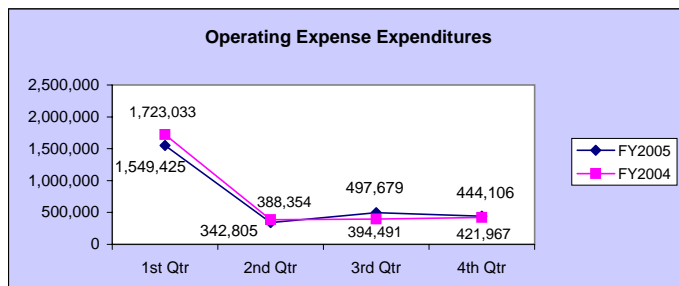
**Seek increased levels of state, federal and private support.**

- a. US Department of Commerce/PTFP reviewed our grant for 50% funding of Phase 1 (of 3) studio replacement. Grant announcement: Sept 05.
- b. US Department of Commerce/PTFP reviewed our grant for 25% funding of a digital translator for McCall, Idaho. Grant announcement: Sept 05.
- c. IdahoPTV was invited to apply for grant funds from the Murdock Charitable Trust for field camera and editing equipment during the summer of 2005.
- d. In June, IdahoPTV met and exceeded its private fund raising goal of \$2,892,800 by \$108,680 which will help IdahoPTV cover \$ of the 27th payroll.

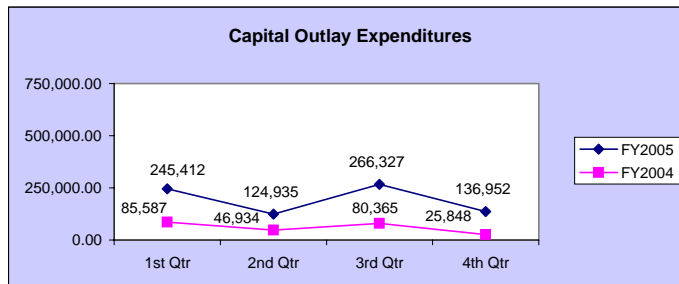
**Idaho Public Television  
Performance Report to the State Board of Education  
Quarterly Financial Data For FY 2004 and FY 2005**



**Personnel Cost Expenditures:** Personnel costs are in line with this quarter last year.

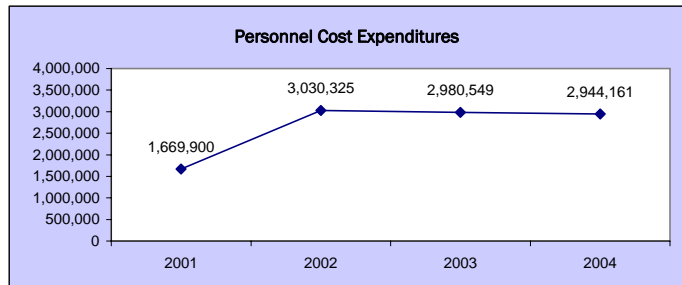


**Operating Expense Expenditures:** Nothing transpired that caused our OE to exceed last year this time.

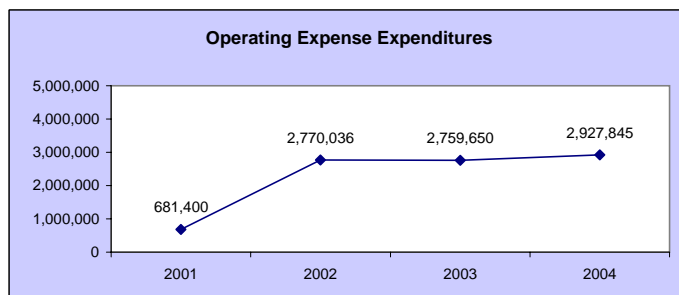


**Capital Outlay Expenditures:** Capital Expenditures are a result of grant funded projects.

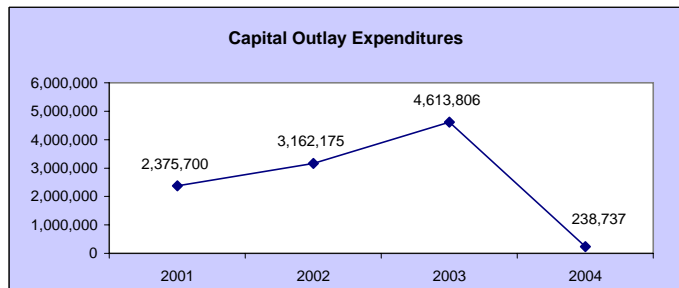
**Idaho Public Television  
Performance Report to the State Board of Education  
Prior Four Year Comparison**



**Personnel Cost Expenditures:** As reported in previous SBoE Quarterly Dashboard Reports, IdahoPTV Personnel Costs have trended down over the last three fiscal years as a result of reductions in support from the State of Idaho.



**Operating Expense Expenditures:** As reported in previous SBoE Quarterly Dashboard Reports, IdahoPTV Operating Expenses have trended flat over the last three years.



**Capital Outlay Expenditures:** As reported in previous SBoE Quarterly Dashboard Reports, Capital Outlay Expenditures were high in FY 2002 and 2003 because of the mandated conversion of transmitters to digital. Due to the lack of match provided by the State of Idaho, capital expenditures dropped significantly bringing a virtual halt to the statewide conversion of IdahoPTV to digital.

**IDAHO PUBLIC TELEVISION**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through June 2005**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION	7,620,400	800,400	8,420,800	5,417,954	804,600	6,222,554	1,553,200	995,200	2,548,400	1,595,000	861,800	2,456,800
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	1,006,089	800,400	1,806,489	878,900	804,600	1,683,500	845,000	820,200	1,665,200	888,600	861,800	1,750,400
OPERATING EXPENDITURES												
3 Communication Costs	25,865		25,865	12,169		12,169	30,482		30,482	38,719		38,719
4 Employee Development	22,586		22,586	5,638		5,638	8,359		8,359	16,029		16,029
5 General Services	1,211		1,211	631		631	3,191		3,191	774		774
6 Professional Services	38,454		38,454	63,458		63,458	39,954	9,693	49,647	48,684		48,684
7 Repair & Maintenance Services	18,776		18,776	15,948		15,948	30,671		30,671	32,964		32,964
8 Administrative Services	17,467		17,467	3,356		3,356	17,706		17,706	23,063		23,063
9 Computer Services	-		-	-		-	-		-	11,718		11,718
10 Employee Travel	11,465		11,465	10,961		10,961	13,884		13,884	18,704		18,704
11 Administrative Supplies	4,550		4,550	620		620	3,330		3,330	5,857		5,857
12 Fuel Costs	2,946		2,946	3,097		3,097	1,345		1,345	6,988		6,988
13 Manufacturing & Merchandise Costs	-		-	70		70	-		-	-		-
14 Computer Supplies	33,725		33,725	136		136	4,540	6,750	11,290	7,229		7,229
15 Repair & Maintenance Supplies	14,994		14,994	5,829		5,829	16,308		16,308	14,975		14,975
16 Institutional & Residential Supplies	-		-	-		-	-		-	-		-
17 Specific Use Supplies	9,371		9,371	958		958	1,404		1,404	3,706		3,706
18 Insurance	11,535		11,535	22,091		22,091	34,608		34,608	18,033		18,033
19 Utility Charges	22,598		22,598	72,683		72,683	58,963		58,963	45,557		45,557
20 Rental & Operating Leases	347,916		347,916	341,235		341,235	357,781		357,781	360,659		360,659
21 Miscellaneous	11,295		11,295	22,219		22,219	60,674	32,102	92,776	52,742		52,742
22 Subtotal Operating Expenditures:	594,754	-	594,754	581,100	-	581,100	683,200	48,545	731,745	706,400	-	706,400
23 CAPITAL OUTLAY:	2,514,046		2,514,046	3,821,754	-	3,821,754	25,000	71,238	96,238	-	-	-
24 TRUSTEE & BENEFITS:	-	-	-	-	-	-	-	-	-	-	-	-
25 GRAND TOTAL:	4,114,889	800,400	4,915,289	5,281,754	804,600	6,086,354	1,553,200	939,983	2,493,183	1,595,000	861,800	2,456,800
26 % Change Over/Under Prior Year	n/a	n/a	n/a	22%	1%	19%	-240%	14%	-144%			
27 % of Appropriation Remaining										0%	0%	0%
28 % of Months Remaining										0%	0%	0%



**KEY ISSUES**  
**IDAHO STATE HISTORICAL SOCIETY**  
**April - June 2005**

In reference to the Idaho State Historical Society Strategic Plan, listed below are the 3 – 5 key elements of concern or focused interest this quarter. Under each key element are listed 2 – 4 bullets explaining exactly what the Idaho State Historical Society is doing to correct the problem or what the agency has done to accomplish the goal.

Idaho State Historical Society provides access to historic resources and information on the heritage of the state.

- a. Work continues on the 35,800 square foot Phase II addition to the Idaho History Center to provide additional research facilities and increased access to historical library and archival holdings. Expected completion October 2005
- b. Updated “search” capabilities on ISHS website (idahohistory.net) to speed internet access to more than 1,000 items in the Reference Series of articles on historic events, people and locations.
- c. Continued work at the newly restored Relic Hall at Franklin using by beginning the interpretation of artifacts on display in the building.

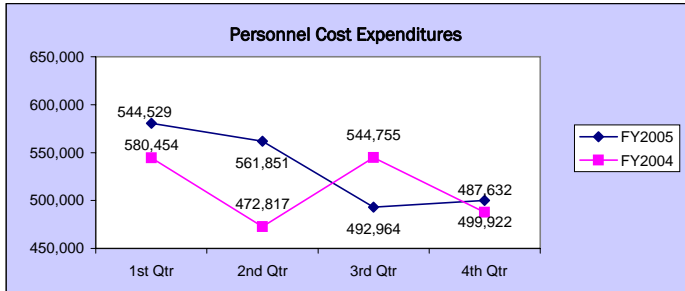
Idaho State Historical Society identifies, protects, records and conserves the historic resources of Idaho.

- a. Reviewed 102 federal construction projects under Section 106 guidelines of the national Historic Preservation Act to assure no negative impact on historic resources of Idaho.
- b. Processed and stored 1553 additional cubic feet of permanent city, county, district and state government records at State Archives facilities.
- c. Recorded and/or processed 9 oral history interviews in Idaho in conjunction with the national World War II oral history project.

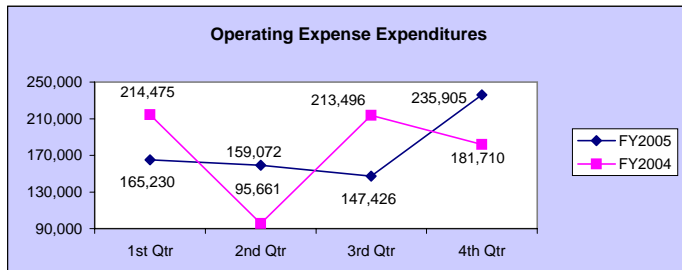
Idaho State Historical Society provides education and outreach programs to improve the interpretation and appreciation of Idaho history.

- a. Distributed the revived *Idaho Yesterdays* academic journal as a joint project of the ISHS, Idaho State University and Boise State University; produced and distributed quarterly newsletter *The Mountain Light*
- b. The Lewis and Clark exhibition at the Museum opened in May 2005; continued work on bringing the NPS Lewis and Clark CorpsII to Julia Davis Park in 2006.
- c. Recorded paid attendance of 4,775 visitors at the Idaho Historical Museum and 2,372 visitors at the Old Idaho Penitentiary during the quarter.

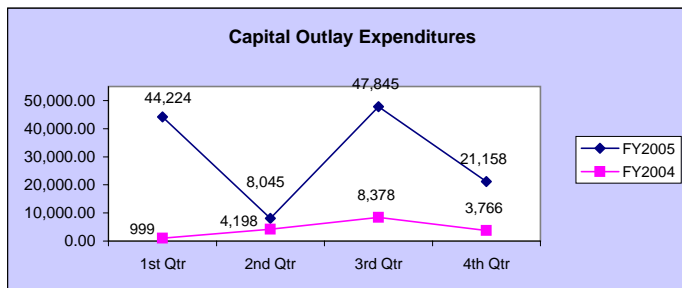
**Idaho State Historical Society  
Performance Report to the State Board of Education  
Quarterly Financial Data For FY 2004 and FY 2005**



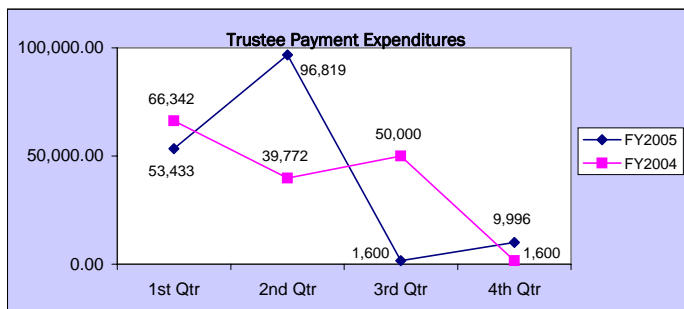
**Personnel Cost Expenditures:** Fluctuation is due to varying number of paydays each quarter.



**Operating Expense Expenditures:** Fluctuation is due to timing difference of payment of rents.

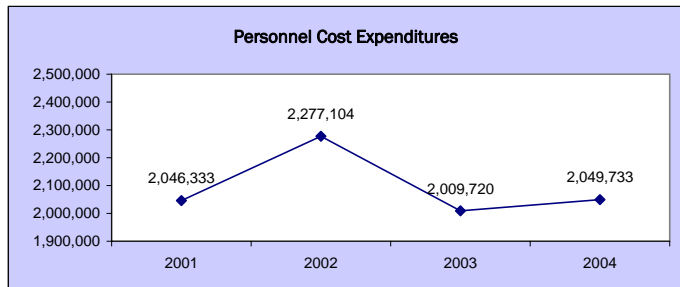


**Capital Outlay Expenditures:** Fluctuation is due to grants and grants match.

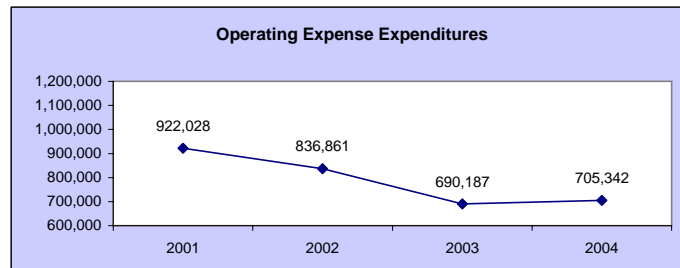


**Trustee Payment Expenditures:** Trustee Payment expenditures are dependent on grants paid from Idaho Governor's Lewis and Clark Trail Bicentennial Committee.

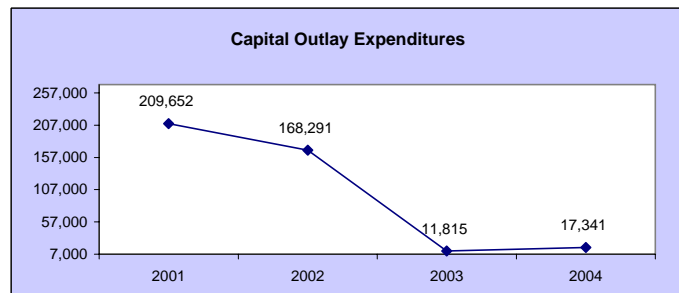
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Performance Report to the State Board of Education  
Prior Four Year Comparison**



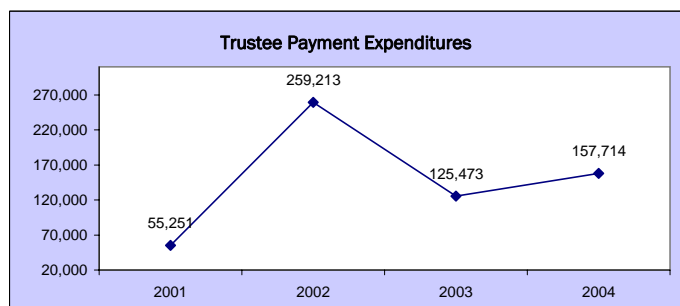
**Personnel Cost Expenditures:** Fluctuation in FY03 and FY04 was due to mandated budget reduction which resulted in loss of staff.



**Operating Expense Expenditures:** Fluctuation in FY03 and FY04 was due to a base reduction in funding as a result of mandated budget cutbacks.



**Capital Outlay Expenditures:** Reduction in FY03 and FY04 was due to the elimination of the budget to purchase books and periodicals for the historical library.



**Trustee Payment Expenditures:** Trustee Payment expenditures are primarily dependent on grants paid from the Idaho Governor's Lewis and Clark Trail Bicentennial Committee.

**Summary of Appropriation & Expenditures**  
**Dashboard Report**  
**Fiscal Year 2002 - 2005**  
**Through June 2005**

Fund Source	GENERAL	FY 2002 OTHER	TOTAL	GENERAL	FY 2003 OTHER	TOTAL	GENERAL	FY 2004 OTHER	TOTAL	GENERAL	FY 2005 YTD OTHER	TOTAL
Original Appropriation	2,466,025	1,564,100	4,030,125	1,907,100	1,613,800	3,520,900	1,923,700	1,857,600	3,781,300	1,973,800	1,795,500	3,769,300
Holdbacks/Reversions	(97,100)		(97,100)	(66,700)		(66,700)			-			-
Supplemental					50,000	50,000						
Receipts to Appropriations	1,664		1,664	144		144		394	394			-
1 NET APPROPRIATION	2,370,589	1,564,100	3,934,689	1,840,544	1,663,800	3,504,344	1,923,700	1,857,994	3,781,694	1,973,800	1,795,500	3,769,300
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	1,507,711	769,393	2,277,104	1,379,978	629,742	2,009,720	1,401,972	647,762	2,049,733	1,429,270	705,651	2,134,921
OPERATING EXPENDITURES												
3 Communication Costs	51,997	2,821	54,818	45,062	2,747	47,810	44,264	1,465	45,730	42,699	3,191	45,890
4 Employee Development	4,282	9,413	13,695	2,273	4,228	6,501	5,470	6,835	12,305	3,676	11,107	14,783
5 General Services	27,185	9,393	36,579	15,041	18,068	33,109	4,833	15,398	20,232	9,122	8,537	17,659
6 Professional Services	26,610	46,090	72,700	19,771	10,169	29,940	16,983	39,205	56,188	11,855	31,614	43,469
7 Repair & Maintenance Services	49,534	6,873	56,407	34,940	36,236	71,177	49,233	11,279	60,513	51,308	17,668	68,976
8 Administrative Services	24,466	39,118	63,584	19,089	32,530	51,619	8,438	18,153	26,592	23,527	32,420	55,947
9 Computer Services	4,666	3,244	7,910	5,194	4,413	9,607	5,016	4,075	9,091	6,262	1,064	7,326
10 Employee Travel	32,764	25,374	58,138	24,921	17,378	42,298	30,551	22,228	52,779	30,194	37,279	67,473
11 Administrative Supplies	24,172	4,127	28,299	8,086	3,955	12,041	10,876	2,075	12,951	10,022	11,883	21,905
12 Fuel Costs	5,207	(96)	5,111	5,365	249	5,614	6,538	15	6,553	6,551	24	6,576
13 Manufacturing & Merchandise Costs		20,017	20,017		30,736	30,736		20,373	20,373	11	23,077	23,088
14 Computer Supplies	4,459	1,601	6,060	8,552	852	9,405	5,146	890	6,037	3,287	283	3,570
15 Repair & Maintenance Supplies	28,592	12,930	41,522	16,772	7,858	24,631	11,465	7,903	19,368	15,169	7,771	22,940
16 Institutional & Residential Supplies			-			-			-			-
17 Specific Use Supplies	28,069	12,355	40,425	6,586	13,984	20,570	5,271	40,328	45,599	2,711	38,716	41,427
18 Insurance	6,454			12,779		12,779	18,123		18,123	15,281		15,281
19 Utility Charges	77,847	8,054	85,900	64,247	6,962	71,209	59,214	6,052	65,265	6	77,235	83,625
20 Rental & Operating Leases	139,434	19,051	158,485	137,326	11,054	148,379	141,168	6,301	147,469	1	90,957	98,618
21 Miscellaneous	31,597	49,160	80,757	30,790	31,974	62,764	46,537	33,640	80,177	32,918	36,161	69,079
22 Subtotal Operating Expenditures:	567,334	269,527	836,861	456,796	233,392	690,187	469,127	236,215	705,342	432,786	274,846	707,633
23 CAPITAL OUTLAY:	162,879	5,412	168,291	144	11,671	11,815	989	16,352	17,341	2	56,075	65,197
24 TRUSTEE & BENEFITS:	115,176	144,037	259,213	1,600	123,873	125,473	51,600	106,114	157,714	55,600	106,248	161,848
25 GRAND TOTAL:	2,353,100	1,188,369	3,541,469	1,838,517	998,678	2,837,195	1,923,687	1,006,443	2,930,130	1,973,732	1,151,942	3,125,674
26 % Change Over/Under Prior Year	n/a	n/a	n/a	-28%	-19%	-25%	4%	1%	3%			
27 % of Appropriation expended										100%	64%	83%
28 % of Fiscal Year expended										75%	50%	50%

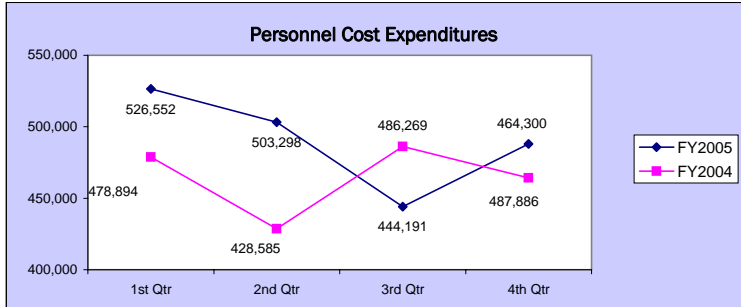
- 1 Assumed responsibility for Assay Building from DOA in FY 2005
- 2 All salary savings from declined insurance, unpaid sick leave & delay in refilling vacated positions and all operating expense economies applied to replacement equipment purchases
- 3 FY2005 Grants & grant Match
- 4 Archive records pickup increased
- 5 Archive materials & Lewis & Clark exhibit
- 6 Assumed Assay Building Utilities (see # 1)

**KEY ISSUES UPDATE**  
**IDAHO STATE LIBRARY**  
**April - June 2005**

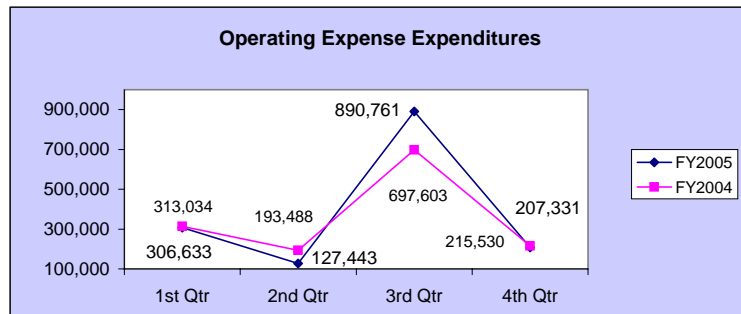
Below are the 3 key elements of the State Library's Strategic Plan. Under each are listed bullets explaining accomplishments, activities, and/or obstacles during this quarter.

1. Idaho State Library educates Idahoans in library, literacy, and information skills.
  - a. 10 SL staff made multiple presentations at 4 regional library conferences on topics including future planning, E-Rate, marketing, digitization, and web technologies.
  - b. Held 10 workshops attended by 155 participants; individuals completed SL-developed E-course 105 times.
  - c. Began planning to revamp our Professional Development Collection in response to recommendations from an outside consultant.
2. **Idaho State Library is a central resource that provides statewide leadership and services to maximize the common efforts of Idaho libraries.**
  - a. Began Phase 2 of LiLI-Unlimited (LiLI-U) implementation, the statewide cataloging and interlibrary loan service, with 34 new participant libraries in eastern Idaho.
  - b. Continued planning for the 2½ day Futures Think Tank in August as part of our statewide 2020 Vision planning process (see at [www.lili.org/futures/](http://www.lili.org/futures/) for the agenda, readings and links, and blog).
  - c. Continued planning to extend services through local public libraries for those who are unable to print materials. An outside consultant met with the Talking Book Service (TBS) Advisory Committee and, with SL staff, held focus group meetings with 59 users and service providers in % location.
  - d. Completed installation of the TBS digital recording studio, partially funded by donations of former patrons. All Idaho-recorded books will now meet the digital standards set by the National Library Service.
  - e. In our role as state depository, formed an Idaho team (with Historical Society and Department of Administration) to attend a Library of Congress workshop to plan for preservation of government information in digital form that is both significant and at risk of loss.
3. **Idaho State Library promotes and advocates values of libraries serving all citizens.**
  - a. Launched the Summer Reading advocacy campaign targeted to parents and educators. It included a direct mail piece to public and school librarians and elementary school principals; English and Spanish radio ads; and a "Read for your Library" incentive program.
  - b. Coordinated the participation of libraries in 91 Idaho communities in the national summer reading program. Libraries are documenting participation levels of kids ages 5-13 to evaluate the effectiveness of the Summer Reading advocacy campaign.

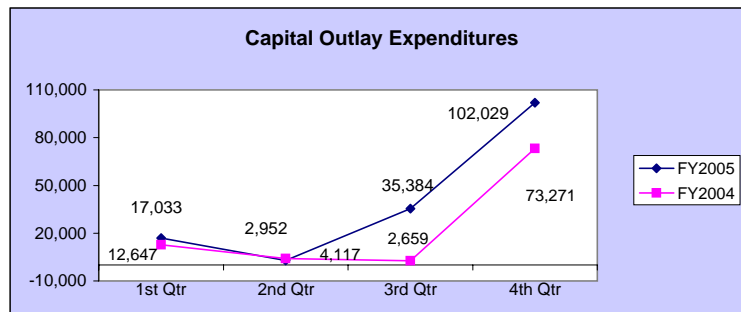
**Idaho State Library**  
**Performance Report to the State Board of Education**  
**Quarterly Financial Data For FY 2004 and FY 2005**



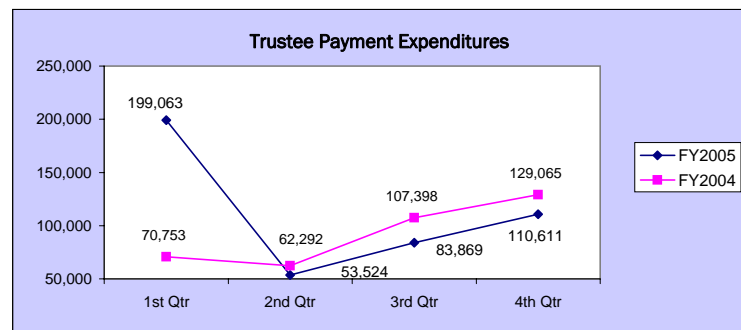
**Personnel Cost Expenditures:** ISL was fully staffed and distribution of FY05 CEC was effective the first quarter of FY05. Fluctuations are due to an extra pay period in the first and second quarter of FY05 and first and third quarter of FY04. Salary savings were distributed during the 4th quarter of FY05.



**Operating Expense Expenditures:** Fluctuation is due to fixed operating costs for rent due in 1st and 3rd quarters and the LiLI Database payment in the 3rd quarter. The first payment for LiLI-U occurred during the 3rd quarter of FY05.

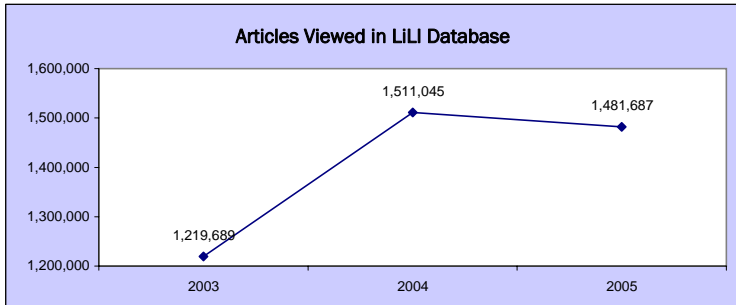


**Capital Outlay Expenditures:** ISL's General Fund appropriation in FY04 was \$0 and FY05 was \$40,000. FY04 object transfers and expenditures were delayed until the 4th quarter due to unknown budget issues related to holdbacks and vacant positions. Expenditures for the Talking Book Service new digital recording studio were paid during the 3rd and 4th quarters of FY05.

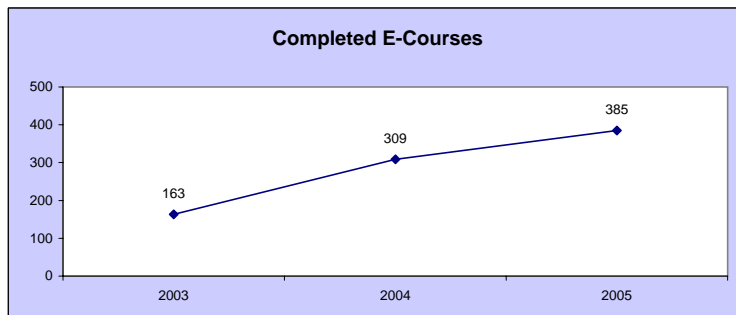


**Trustee Payment Expenditures:** Trustee Payment Expenditures are dependent on Trustee claim patterns and amounts awarded to sub-grantees which are extremely variable. The Federal LSTA Grant is expended on a two-year cycle. The expenditure cycle for one-time grants is based on the specific grant criteria. No State General Fund dollars are appropriated to this category.

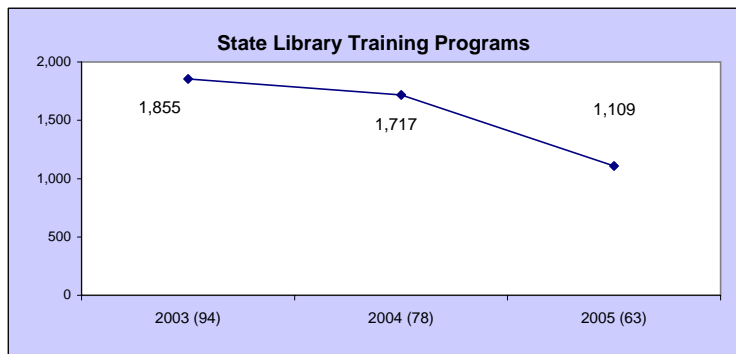
**Idaho State Library  
Performance Report to the State Board of Education  
Prior Four Year Comparison**



**LiLI Databases:** Number of articles viewed through use of the LiLI Databases.



**Completed E-Courses:** Number of State Library developed e-courses completed by individuals.



**Training Programs:** Attendance at training programs offered by the State Library. The number of training programs offered varies from year to year and is reflected in the number in parenthesis following the fiscal year.

**Idaho State Library**  
**Summary of Appropriation & Expenditures**  
**Fiscal Year 2002 - 2005**  
**Through June 2005**

Fund Source	FY 2002			FY 2003			FY 2004			FY 2005		
	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL	GENERAL	OTHER	TOTAL
1 APPROPRIATION	2,944,500	1,368,300	4,312,800	2,329,700	1,656,800	3,986,500	2,418,600	1,467,300	3,885,900	2,552,200	2,029,700	4,581,900
ACTUAL EXPENDITURES												
2 PERSONNEL COSTS:	1,701,847	171,433	1,873,280	1,622,064	165,283	1,787,346	1,687,980	170,067	1,858,048	1,776,105	185,822	1,961,926
OPERATING EXPENDITURES												
3 Communication Costs	46,105	13,799	59,903	35,963	17,179	53,142	21,980	13,434	35,414	23,588	10,004	33,593
4 Employee Development	9,462	2,706	12,168	11,096	2,655	13,751	11,905	3,899	15,804	14,363	1,050	15,413
5 General Services	52,853	11,146	63,999	28,884	26,040	54,924	23,096	10,200	33,296	30,621	119,354	149,975
6 Professional Services	60,689	26,143	86,832	14,580	186,370	200,949	15,797	191,061	206,858	15,425	124,960	140,385
7 Repair & Maintenance Services	4,181	143	4,324	8,479	651	9,130	11,256	1,344	12,601	17,649	-	17,649
8 Administrative Services	36,929	53,160	90,088	29,555	63,701	93,256	20,221	79,557	99,778	21,515	31,657	53,173
9 Computer Services	55,640	4,400	60,040	232,813	282,625	515,438	234,086	323,169	557,255	246,609	303,550	550,159
10 Employee Travel	40,521	25,343	65,864	24,880	28,045	52,925	39,761	31,957	71,717	54,264	13,095	67,359
11 Administrative Supplies	10,792	1,239	12,032	8,996	4,276	13,272	5,668	2,492	8,161	10,520	3,180	13,700
12 Fuel Costs	1,327	1,127	2,454	1,534	948	2,482	1,736	1,304	3,040	3,908	24	3,932
13 Manufacturing & Merchandise Costs	-	-	-	-	-	-	-	-	-	-	-	-
14 Computer Supplies	22,541	846	23,387	15,830	2,749	18,579	13,568	613	14,181	13,351	1,247	14,598
15 Repair & Maintenance Supplies	1,479	422	1,901	2,657	490	3,147	154	-	154	-	-	-
16 Institutional & Residential Supplies	-	-	-	-	-	-	-	-	-	-	-	-
17 Specific Use Supplies	37,140	15,989	53,129	3,553	42,504	46,057	3,815	30,277	34,092	6,808	68,957	75,765
18 Insurance	8,657	-	8,657	8,923	-	8,923	8,152	-	8,152	2,749	-	2,749
19 Utility Charges	2,541	-	2,541	1,705	-	1,705	1,720	-	1,720	1,714	-	1,714
20 Rental & Operating Leases	434,268	280,035	714,303	224,189	20,366	244,555	223,522	14,081	237,603	223,769	9,393	233,162
21 Miscellaneous	32,479	33,834	66,313	17,636	62,086	79,722	19,176	60,653	79,829	17,146	141,698	158,844
22 Subtotal Operating Expenditures:	857,602	470,331	1,327,933	671,270	740,687	1,411,957	655,614	764,041	1,419,655	703,999	828,170	1,532,169
23 CAPITAL OUTLAY:	203,064	16,315	219,378	15,000	12,925	27,925	74,996	17,698	92,694	71,500	85,898	157,398
24 TRUSTEE & BENEFITS:	25,000	536,030	561,030	-	252,000	252,000	-	369,508	369,508	-	447,067	447,067
25 GRAND TOTAL:	2,787,512	1,194,109	3,981,622	2,308,333	1,170,895	3,479,228	2,418,591	1,321,314	3,739,905	2,551,604	1,546,956	4,098,560
26 % Change Over/Under Prior Year	n/a	n/a	n/a	-21%	-2%	-14%	5%	11%	7%			
27 % of Appropriation Remaining										0%	24%	11%
28 % of Months Remaining												

Comments: The "other" appropriation for FY 2002 - 2005 includes funds appropriated to Public Schools and transferred to ISL for the LiLI Database. Adjustments to the appropriations, including non-cogs and FY 2003's negative supplement and reversion, are reflected for FY 2002 - FY 2005.



**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 16-17, 2005**

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**SUBJECT**

Approval of Pending Rules – IDAPA 08.02.02, Rules Governing Uniformity, Standards for Commercial Driving Schools.

**REFERENCE**

June 18, 2003      The Commercial Driving School Rules were brought to the Board for their review and approval. The Board voted to hold the rules until their August meeting and directed Board staff to place the rules on the webpage and allow for comment up to 20 days prior to the meeting.

August 12, 2004      The Board approved the proposed rules for Commercial Driving Schools.

November 12, 2004      The Board approved the pending rules for Commercial Driving Schools

March 10, 2005      The Board approved the temporary and proposed rules for Commercial Driving Schools that included direction received from the Legislature as stated in Senate Concurrent Resolution 112

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 49-2102, Idaho Code requires the State Board of Education to adopt rules concerning the administration and enforcement of Commercial Driving Schools.

Section 49-303, Idaho Code states that in order to receive a Driver's license, the driver must have completed an approved driver's training course

**BACKGROUND**

The Standards for Commercial Driving Schools have been negotiated for over two years. The Board approved the culmination of these negotiations with the pending rule in November and directed staff to prepare the rule for review by the 2005 Legislature. Testimony received in the House and Senate Education Committees by both the commercial driving school owners and the State Department of Education (SDE) indicated that the standards incorporated by reference into the rule were still unacceptable.

**DISCUSSION**

The Proposed Rule was published on May 4, 2005. Comments were received until May 25, 2005. The Office of the State Board of Education received no comments on the proposed rule and therefore, staff made no amendments from the Proposed to Pending Rule.

Senators Andreason and Gannon asked Board staff, SDE staff, and members of the Commercial Driving School organization to meet with them in an attempt to

**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 16-17, 2005**

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approve these rules. At that meeting, all parties involved agreed to remove certain sections of the standards in an effort to maintain as much of the standards as possible. Board staff made it clear at that meeting, and during testimony to both Senate and House Education Committees, that while the Board would agree to the removal of certain sections of the standards, it was with the understanding that all parties would go back into negotiations on the standards once again. Senators Andreason and Gannon agreed to participate in those negotiations.

The sections that were removed were Section 1.8 which referred to the Course Content Outline and Sequence; Subsection 9.3.a. which referred to the number of days in which a class must be conducted; Subsection 9.4.f which referred to the hours per week that classroom instruction could be conducted; and Subsection 9.4.g. which referred to the hours per day that classroom instruction could be conducted.

As the rule now stands there is no requirement for commercial driving schools to submit any course content outline or sequence to SDE, there is no requirement for the number of days in which the course must be conducted, nor is there any requirement for the number of hours per week or day that classroom instruction may be conducted.

**IMPACT**

If the Board approves the Standards for Commercial Driving Schools, the Standards will read exactly as was agreed upon by all parties and the legislature. However, there will be no requirement for Commercial Driving Schools to submit content standards and benchmarks to the SDE. Furthermore, there will be no limitations on the number of hours per week or day under which a course may be conducted.

If the Board rejects the Standards for Commercial Driving Schools, the Commercial Driving Schools will remain under the requirements currently set out in the Standards adopted on November 12, 2004. Sections of those standards were expressly rejected by the legislature and the Board will be in direct conflict with the wishes of the legislature.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends the approval of the pending rule as submitted.

**BOARD ACTION**

A motion to approve the Pending Rules – IDAPA 08.02.02, Rules Governing Uniformity, State Board Standards for Commercial Driving.

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

**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 16-17, 2005**

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**004. INCORPORATION BY REFERENCE.**

The State Board of Education adopts and incorporates into its rules: (4-5-00)

**01. Incorporated Document.** The Idaho Standards for the Initial Certification of Professional School Personnel as approved on in November 2003. (3-16-04)

**02. Document Availability.** The Standards are available at the Office of the State Board of Education, 650 W. State St., PO Box 83720, Boise, Idaho, 83720-0037, and can also be accessed electronically at [http:// www.idahoboardofed.org](http://www.idahoboardofed.org). (3-16-04)

**03. Incorporated Document.** The Standards for Idaho School Buses and Operations as approved on November 15, 2001. (7-1-02)

**04. Document Availability.** The Standards for Idaho School Buses and Operations are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (7-1-02)

**05. Incorporated Document.** The Idaho Standards for Public School Driver Education and Training as approved on November 22, 2002. (5-3-03)

**06. Document Availability.** The Idaho Standards for Public School Driver Education and Training are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (5-3-03)

**07. Incorporated Document.** The Standards for Commercial Driving Schools as approved on ~~November 12, 2004~~ March 10, 2005. (~~3-14-05~~)(3-10-05)T

**08. Document Availability.** The Standards for Commercial Driving Schools are available at the Idaho State Department of Education, 650 W. State St., Boise, Idaho, 83702. (3-14-05)

***(BREAK IN CONTINUITY OF SECTIONS)***

**230. DRIVER EDUCATION.**

**01. Commercial Schools.** All driver education courses offered in Idaho commercial schools must be conducted in compliance with all the requirements in the Standards for Commercial Driving Schools as approved on ~~November 12, 2004~~ March 10, 2005. (~~3-14-05~~)(3-10-05)T

**02. Public Schools.** All driver education courses offered in Idaho public schools must be conducted in compliance with all the requirements in the Idaho Standards for Public School Driver Education and Training as approved on November 22, 2002. (5-3-03)

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# Standards for Commercial Driving Schools

Published by the  
Idaho State Department of Education

P.O. Box 83720  
Boise, Idaho 83720-0027

Dr. Marilyn Howard  
State Superintendent of Public Instruction

March 10, 2005

**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS  
OCTOBER 16-17, 2005**

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**IDAPA 08.02.02.240.01**

**Commercial Schools.** All driver education courses offered in Idaho commercial schools must be conducted in compliance with the requirements set forth in this manual, IDAPA 08.02.02, "Rules Governing Uniformity", Subsection 240.01 and (Title 49, Chapter 21, Idaho Code).

**1.0 DRIVING SCHOOL LICENSE**

- 1.1 Display of Licenses.** Commercial driving school licenses are not transferable and are to be conspicuously displayed in the principal place of business. All branch locations must meet the same requirements as the principal place of business.
- 1.2 Advertising.** Schools may represent that the school is licensed by the State Board of Education, and may use no other words to indicate compliance.
- 1.3 Applications.** All applications for an original or renewal license must be submitted on the most current form provided by the Department of Education. Applications must be submitted at least twenty (20) calendar days prior to licensing. Licensees must submit any change or revision to the information provided in the application within twenty (20) calendar days of any such change or revision. In addition to the requirements set forth in Section 49-2102 and 49-2104, Idaho Code, applications must include the items 1.4 through 1.8.
- 1.4 Certificate of Occupancy from the Local Area Fire Marshall or Local Authorized City or County Agency:**
- a. If using a public building, a copy of the certificate issued to the building/room.
  - b. If using a private building, a copy of the certificate issued to the building/room.
  - c. If using public or private school facilities, a copy of the certificate is not required.
  - d. The building must meet the standards set forth in the American with Disabilities Act if services are provided to disabled students.
- 1.5 Certificate of Automobile Insurance.** Certificate of automobile insurance with a minimum of five-thousand dollars (\$5,000) (each person) medical insurance, one-hundred thousand dollars (\$100,000) liability, property damage and, five hundred thousand dollars (\$500,000) bodily injury and property liability, each person, each accident for each vehicle to be used for training.
- 1.6 Criminal History Check.** Anyone affiliated with the operation or instruction of a Commercial Driving School must undergo a criminal history check using the provisions in Section 49-2103, Idaho Code. If the



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employee remains continuously employed with a school, an additional background check is not required. However, when a person begins employment with another commercial driving school, a criminal history check is required.

- 1.7 School Policies.** Written school policies must be given to the student and parent or legal guardian that state the attendance and passing criteria and when additional fees may be charged to a student.

~~**1.8 Course Content Outline and Sequence.** A copy of the course content outline and a scope and sequence for both the in-car and classroom instruction for approval. The content shall be based upon the Department of Education's Content Standards and Benchmarks for an Approved Idaho Teen Driver Education and Training Program.~~

**2.0 COMMERCIAL DRIVING SCHOOL VEHICLES**

- 2.1 Annual and Mechanical Vehicle Inspection.** Before a vehicle is used for instruction, a certified ASE mechanic must inspect the vehicle using the *Driver Education Vehicle Inspection Form* provided by the Department of Education, or a similar form provided by the ASA mechanic or vehicle technician. Vehicles not passing the inspection must be placed out of service until the needed repairs or equipment are made and the vehicle passes re-inspection. Annual mechanical inspections must be completed every twelve (12) months using the *Twelve (12)-Month Vehicle Inspection Form* provided by the Department of Education or a similar form provided by an ASA mechanic. Following any incident involving the driver education vehicle that requires an investigation and report by law enforcement, or in which the damage exceeds \$750 in damage, the school must withdraw the vehicle from the fleet and not use it for instruction until written proof of repairs by an ASA mechanic or vehicle technician has been submitted to the Department of Education.

- 2.2 Required Equipment.** All motor vehicles used to practice driving lessons must be equipped with the following:
- a. Dual Control Brake Pedal.** A dual control brake pedal within easy reach of the instructor and capable of bringing the vehicle to a stop in accordance with Section 49-933(7), Idaho Code.
  - b. Operating Safety Belts.** Operating safety belts for all occupants.
  - c. Rearview Mirror.** An inside rear view mirror for the exclusive use of the instructor.

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- d. **Side-View Mirror.** Side-view mirror on each side of the vehicle, adjusted for the driver's use.
- e. **Signs.** Safely secured signs that can be seen from outside the vehicle to the rear and both sides of the vehicle;
  - 1) The signs and letters will be of contrasting colors so as to be clearly readable at one hundred (100) feet in clear daylight.
  - 2) Signs to the rear and sides will have "STUDENT DRIVER," "DRIVER EDUCATION," "DRIVER'S TRAINING" or DRIVING SCHOOL with not less than two (2) inch high lettering.
  - 3) Signs to both sides of the vehicle will have the name of the driving school with not less than two-inch (2) high lettering.

**3.0 COLLISION/INCIDENT REPORTS**

The School must submit a Collision/Incident Report Form to the Department of Education within fifteen (15) days following any incident involving a driver training vehicle that required an investigation and report by law enforcement.

**4.0 COMMERCIAL DRIVING SCHOOL FACILITIES**

Classrooms will be in compliance with local and state fire, safety, and health codes. Each school must provide adequate classroom space, seating, and a hard surface for writing for each student. At least one (1) sanitary facility must also be provided.

**5.0 STUDENT RECORDS**

- 5.1 **Report of Students Enrolled.** Schools must submit to the Department of Education a report that includes the total number of students enrolled, passed, failed, and withdrawn during the previous fiscal year between July 1 and June 30. The report must be submitted by August 1 of each year.
- 5.2 **Maintenance of Student Records.** Original student records must be made in ink, or inserted into computer records, and updated after each lesson. All original student records must be maintained for a minimum of three (3) years. Student records must be maintained for all students including those who passed, failed, or withdrew. Each student's record must include:
  - a. Student's full name, address, and telephone number;

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- b. Commercial Training (CT) permit number;
- c. Attendance records; and
- d. In-Car logs must be maintained in ink, include the following information, and shall be available in the vehicle during each student's drive:
  - 1) Student name;
  - 2) Commercial driver training permit number;
  - 3) Emergency contact name and phone number;
  - 4) Instructor's name;
  - 5) Date and time of each drive, including the amount of driving and observation time;
  - 6) Skills taught during each drive;
  - 7) Instructor remarks;
  - 8) Student's initials verifying time and date for each drive and observation;
  - 9) Final behind-the-wheel grade; and
  - 10) Special accommodations, if used.

**6.0 MONITORING OF COMMERCIAL DRIVING SCHOOLS**

The Department of Education shall monitor commercial driving schools and instructors for instructional and administrative compliance with state requirements.

**6.1 Access To Facilities.** All proposed or licensed commercial driving schools shall allow the Department of Education access to business facilities, and student records, with a thirty (30) days advance notice. However, if a formally signed safety complaint is filed with the Department of Education, the Department of Education shall be allowed immediate access upon prior notification to the school.

**6.2 Documentation.** Schools must fulfill requests for required documentation within twenty (20) calendar days.

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- 6.3. Review Provided to the School.** Upon completion of the physical review date, the Department of Education shall have twenty (20) calendar days in which to provide the commercial driving school owner a copy of such report.

**7.0 DRIVING SCHOOL INSTRUCTOR LICENSE APPLICATION**

- 7.1 General Requirements.** Applicants must be at least twenty-one (21) years of age and have a high school diploma or a GED equivalent. Applicants for an original or renewal license must possess a valid Idaho Class A-D driver license and have a satisfactory driving record. A driving record will be determined satisfactory only if the applicant:
- a.** Has not received a court suspension or revocation that is not traffic related;
  - b.** Has not been convicted of a traffic violation that carries a mandatory suspension or revocation of the driver's license within the preceding thirty-six (36) months;
  - c.** Has not been convicted of more than one (1) moving traffic violation within any twelve (12) month period of the previous thirty-six (36) months;
  - d.** Has not been convicted for driving while his driver's license was revoked or suspended.
- 7.2 Medical Examination.** Applicants providing in-car instruction must have a medical examination from a licensed medical doctor that is equivalent to the requirements set forth in the Federal Motor Carriers Safety Regulations (CFR 391.41, incorporated as Appendix A) or a current commercial driver license (CDL) medical certificate.
- a.** The medical exam must indicate whether the applicant has any ailment, disease, or physical or mental disability(ies) that may cause momentary or prolonged lapses of consciousness or control, that is or may become chronic.
  - b.** Applicants must not be suffering from a physical or mental disability or disease that may prevent the applicant from maintaining reasonable and ordinary control over a motor vehicle or that could impair the applicant's ability to drive safely or instruct automobile drivers.
  - c.** The medical exam must be renewed every two (2) years.

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- 7.3 Education Requirements.** Required course work must be obtained through state agencies or accredited colleges or universities. Required course work may also be obtained through other professional and educational organizations as approved by the Department of Education.
- a. Applicants for an original license must have completed at least four (4) semester credit hours in driver education consisting of not less than two (2) semester credit hours of classroom driver education techniques and not less than two (2) semester credit hours of in-car, behind-the-wheel practicum of instructional techniques. Applicants must receive an eighty percent (80%) or higher grade for the courses as shown on an official transcript.
  - b. Applicants for an original license must have also completed at least eight (8) semester credit hours in courses that will help prepare the applicant to be a teacher of driver education.
  - c. The Department of Education will offer guidance and pre-approval of courses for original license applicants.
- 7.4 Proficiency.** Applicants for an original license must pass a written test, administered by the Department of Education, with a grade of eighty percent (80%) or higher. The test will include:
- a. Requirements to obtain a driver license in Idaho;
  - b. State Board Rules for Commercial Driving Schools
  - c. Driver education and training technical content;
  - d. Signs, signals, and markings;
  - e. Idaho driving laws; and
  - f. Instructional techniques.
  - g. Applicants for an original license must submit an ITD skills test form that has been administered by an ITD skills tester within the past twelve (12) months, with a passing score of not more than seven (7) penalty points. If the applicant fails the skills test or knowledge test, the applicant must wait three (3) days before retesting.
- 7.5 Professional Development.** Applicants for a renewal license shall provide verification of attendance or certificate of completion of at least fifteen (15) hours every two (2) years of professional development training

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in courses that expand the depth of knowledge of a driver education and training instruction. Examples include: motivating learners, learning styles, assessment, use of technology, classroom techniques, in-car techniques, developing lesson plans, and motor learning. Instruction may be obtained through state agencies, accredited colleges or universities, or other professional education organizations as approved by the Department of Education.

- a. The Department of Education shall maintain and distribute, annually, a listing of known available Driver Education offerings for license holders seeking professional development.
- b. The Department of Education shall offer at least fifteen (15) hours every two (2) years of professional development opportunities for driver education instructor license holders. Additionally, professional development training may be obtained through other state agencies, accredited colleges or universities, or other professional and educational organizations.

**8.0 CELL PHONE USE DURING IN-CAR TRAINING**

Cell phone usage while a student is driving is limited to emergency purposes only.

**9.0 APPROVED TEEN DRIVER EDUCATION AND TRAINING PROGRAM (TRAINING PROGRAM)**

A teen driver between the age of fourteen and one-half (14 ½) and seventeen (17) may enroll in driver education and training to be eligible for a license at age fifteen (15). The commercial driver-training (CT) permit must be purchased before the student participates in any instruction. The following standards are the Approved Teen Driver Education and Training Program for commercial driver training schools.

**9.1 Enrolled Students**

- a. A student is considered enrolled when the student attends the first day of a scheduled class and continues until course completion.
- b. No student will be admitted to class unless they can prove they have purchased a valid permit.

**9.2 Late Enrollment.** A student may miss the first three (3) hours of classroom instruction. However, the hours must be made up before the student receives their permit. Enrollment is not permitted after the first three (3) hours have been conducted.

**9.3 Minimum Hours and Days**

**a.** ~~The Training Program shall be conducted in not less than thirty-nine (39) calendar days when school is in session and not less than thirty (30) calendar days when school is not in session.~~

**ba.** The course shall include thirty (30) hours of classroom instruction, six (6) hours of behind-the-wheel instruction, and six (6) hours of observation, per Section 49-2102, Idaho Code.

**cb.** The thirty (30) hours of classroom instruction requires contact with the instructor. Homework assignments completed outside the classroom shall not be counted in the thirty (30) hours.

**9.4 Scheduling**

**a.** Each behind-the-wheel lesson shall be taught in the classroom prior to practicing the lesson during behind-the wheel instruction.

**b.** Classroom instruction shall not be completed prior to starting in-car practice.

**c.** Two (2) or more separate classes may not be combined into one class unless the lesson and content is taught to the two classes for the first time.

**d.** Before students begin behind-the-wheel instruction on a public roadway, they shall first be given classroom instruction for the basics of:

- 1) Approaching the vehicle with awareness;
- 2) Orientation to controls;
- 3) Use of vision to control the vehicle;
- 4) Proper use of the steering wheel;
- 5) Accelerator and brake control;
- 6) Turning left and right;
- 7) Signs, signals, and markings; and
- 8) Rules of the road.

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- e. The number of students scheduled per class shall not exceed a maximum of thirty-six (36).
- ~~f. Classroom instruction shall not exceed a maximum twelve one-half (12 1/2) hours per week when school is in session and fifteen (15) hours per week when school is not in session.~~
- ~~g. Classroom instruction shall not exceed a maximum of two and one-half (2 1/2) hours per day when school is in session and three (3) hours per day when school is not in session.~~
- hf. Classes scheduled for more than two (2) hours per day shall be provided a five (5) minute break every hour.
- ig. Classroom instruction shall not begin earlier than 6 a.m. nor last later than 10 p.m.

**9.5. Behind-the-Wheel Driving Time**

- a. The maximum behind-the-wheel driving time for each student is sixty (60) minutes per day.
- b. Behind-the-wheel instruction must not exceed three (3) hours per week.
- c. Behind-the-wheel instruction shall not begin earlier than 6 a.m. nor end later than 10 p.m.
- d. Drive time shall not include time spent driving to pick up or drop off students unless the route meets the objective of the drive lesson.
- e. Of the six (6) hours required for behind-the-wheel driving time, at least two (2) hours must be conducted during daylight.

**9.6 Observation Time**

- a. Students may observe from the rear seat of a driver education vehicle for a maximum of two (2) hours per day.
- b. The observation times and dates will be verified by the student's signature on an observation log and kept on file with the student's record.
- c. Observation time may be completed by observing a parent or legal guardian when it is determined to be in the best interest of the



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student. The school's form will be used for documentation of times, dates, and drive objectives.

**9.7 Vehicle Occupants**

- a. Only the instructor and student driver may occupy the front seats.
- b. In-car instruction must include not less than two (2) or more than three (3) students in the car.

One (1) student may be scheduled to drive when it is determined to be in the best interest of the student. This exception must have prior written permission from the parent or legal guardian.

- c. No person can occupy a rear seat unless involved as a student, parent or legal guardian, instructor or student enrolled in a driver education teacher preparation course, translator, or supervisor of the driver-training program.

**9.8 Multiple-Car Driving Range.** Two (2) hours of driving on a multiple-car driving range may be substituted for one (1) hour of behind-the-wheel instruction. No more than three (3) hours of the total six (6) hours may be substituted using multiple-car driving range instruction.

**9.9 Simulation Instruction.** Three (3) hours using a simulator may be substituted for one (1) hour of behind-the-wheel instruction. No more than three (3) hours of the total six (6) hours may be substituted using simulation instruction.

**9.10 Program Substitution.** No more than three (3) hours of the total six (6) hours may be substituted using a combination of multiple-car driving range or simulation instruction.

**9.11 Make Up Policy.** A make up policy shall ensure that all required hours of instruction and course content are completed. Make up lessons shall be completed prior to taking either the final knowledge or behind-the wheel skills test. Make up lessons may be provided on an individual basis.

**9.12 Student Instruction Materials**

- a. Each student shall have access to instruction materials during the course. The instruction material shall be equal to, or exceed, the content of a current state-adopted driver education textbook and be compatible with the school's approved curriculum content outline. Textbooks, if used, shall be selected from the list adopted by the Department of Education.

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- b. Each student shall have access to a current copy of the *Idaho Driver's Manual*. The *Idaho Driver's Manual* cannot be the sole source of instructional material

**9.13 Practice Guide/Log.** Each student or their parent or legal guardian shall be informed of the requirements of the Graduated Driver Licensing law. They shall also be provided with a supervising driver practice guide and log for their use during the required four (4) months of the Graduated Driver Licensing practice period.

**9.14 Department of Motor Vehicle Student List.** A Student List of the teen drivers enrolled in the Driver Education and Training Program shall be signed and submitted to the DMV within three (3) business days after class completion.

**9.15 Transfer Students From Out Of State.** Students completing driver education in another state must have received an equivalent to Idaho's Approved Teen Driver Education and Training Program standards. The documentation must be on an official school form and signed by the instructor or administrator. Students not meeting this standard must complete an Idaho approved Driver Education and Training Program to be eligible for a license before age seventeen (17).

## **10.0 STUDENT PROFICIENCY**

The standards for passing the Approved Teen Driver Education and Training Program shall be clearly set forth in writing to students by the completion of the first class.

**10.1 Student Areas Of Proficiency.** Students shall be assessed for knowledge, skills, and attitude. A student who fails in any one (1) of the three (3) grading criteria will be failed for the entire course.

**10.2 Supporting Documentation.** Supporting documentation of proficiency must be filed with the student's permanent record and retained by the school for three (3) years. .

**10.3 Course Completion.** Students shall be assessed on knowledge, skill, and attitude and earn a grade of eighty percent (80%) average or higher for successful completion of the course.

- a. **Final Knowledge Test.** A final knowledge test shall be administered at the completion of the course and the results will be retained with the student's record for three (3) years.

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- b. Behind-the-Wheel Skills Test.** A final behind-the-wheel skills test shall be administered at the completion of the course. Each school must have planned, pre-determined routes. The student's skill test results will be retained with the student's records for three (3) years. .

**11.0 SUSPENSION, REVOCATION, OR DENIAL OF COMMERCIAL DRIVER SCHOOL OR INSTRUCTOR LICENSE**

**11.1 Grounds.** The Board may revoke, suspend, or deny any license authorized under Title 49, Chapter 21, Idaho Code, upon any of the following grounds:

- a.** Noncompliance with Title 49, Chapter 21, Idaho Code or applicable Board rules;
  - b.** Making any material statement of fact in the application for a license that the applicant knows to be false;
  - c.** Conviction, finding of guilt, withheld judgment, or suspended sentence, in this state or any other, for a crime involving moral turpitude; or
  - d.** Conviction, finding of guilt, withheld judgment, or suspended sentence, in this state or any other, for any felony or other crime listed in Section 33-1208, Idaho Code

**11.2 Notice And Opportunity For Hearing.** Before denial, revocation, or suspension of a license is final, the Board shall provide opportunity for a hearing as set forth in Title 67, Chapter 52, Idaho Code and IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General". The applicant, licensee, or their representative may appear and show cause as to why the license should not be denied, suspended, or revoked. Pending final action, or expiration of the appeal period or process, the status quo of the license will be preserved.

- a.** The applicant or licensee shall be notified by certified mail of the action to deny, suspend, or revoke a license and the reasons for denial, suspension, or revocation. Such notice will also set forth the applicant or licensee's appeal rights.
  - b.** If requested in writing by the applicant or licensee within twenty-one (21) days after receipt of the notice to deny, suspend, or revoke a license, the Board shall provide for a hearing.

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- c.** Any such hearing shall be conducted by an impartial hearing officer appointed by the Board and shall be an individual instructed in conducting administrative hearings.
- d.** Notice of time and place of such a hearing shall be given in writing to the person requesting the hearing at least thirty (30) days prior to such hearing.
- e.** Any person complained against may appear in person and may be represented by legal counsel, and may produce, examine, and cross-examine witnesses. If he/she chooses to do so, the person complained against may submit, for the consideration of the hearing officer, a statement in writing, in lieu of oral testimony, but any such statement will be under oath and the person complained against will be subject to cross-examination. The hearing officer may determine to suspend, deny, or revoke a license; or may provide a probation with certain conditions to be met before a license shall continue or be granted; or may order a letter of reprimand be sent to the licensee. Any action of the hearing officer will be included in the permanent file of the applicant or licensee.
- f.** On the basis of such a hearing, or upon failure of the applicant or licensee to request such a hearing, the Board shall notify, by certified mail to the applicant or the licensee, the final decision to deny, suspend, or revoke approval of the license. The final decision will be a Preliminary Order, and contain the language required by Chapter 52, Title 67, Idaho Code, and IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General", advising the licensee or applicant of any rights for further review of the decision.
- g.** The applicant or licensee may appeal the final decision by filing an appeal in District Court within twenty-eight (28) days following receipt of the notification from the Department of Education.
- h.** Whenever any license has been denied, suspended, or revoked, the Board may, upon a clear showing that the cause constituting grounds for denial, suspension, or revocation no longer exists, issue or reinstate a license either conditionally or unconditionally.

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Federal law prohibits discrimination on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status 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 Educational 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 State Superintendent of Public Instruction, P.O. Box 83720, Boise, Idaho 83720-0027, (208) 332-6800, or to the Director, Office of Civil Rights, Seattle Office, U.S. Department of Education, 915 Second Avenue, Seattle WA 98174-1099, (206) 220-7880; FAX (206) 220-7887.

**APPENDIX A**

**Subpart E—Physical Qualifications and Examinations**

**§ 391.41 Physical qualifications for drivers.**

- (a) A person shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in § 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified to drive a commercial motor vehicle.
- (b) A person is physically qualified to drive a commercial motor vehicle if that person—
  - (1) Has no loss of a foot, a leg, a hand, or an arm, or has been granted a waiver pursuant to § 391.49;
  - (2) Has no impairment of:
    - (i) A hand or finger which interferes with prehension or power grasping; or
    - (ii) An arm, foot, or leg which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or any other significant limb defect or limitation which interferes with the ability to perform normal tasks associated with operating a commercial motor vehicle; or has been granted a waiver pursuant to § 391.49.
  - (3) Has no established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control;
  - (4) Has no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis, or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse, or congestive cardiac failure.
  - (5) Has no established medical history or clinical diagnosis of a respiratory dysfunction likely to interfere with his/her ability to control and drive a commercial motor vehicle safely;
  - (6) Has no current clinical diagnosis of high blood pressure likely to interfere with his/her ability to operate a commercial motor vehicle safely;
  - (7) Has no established medical history or clinical diagnosis of rheumatic, arthritic, orthopedic, muscular, neuromuscular, or vascular disease, which interferes with his/her ability to control and operate a commercial motor vehicle safely;
  - (8) Has no established medical history or clinical diagnosis of epilepsy or any other condition, which is likely to cause loss of consciousness or any loss of ability to control a commercial motor vehicle;
  - (9) Has no mental, nervous, organic, or functional disease or psychiatric disorder likely to interfere with his/her ability to drive a commercial motor vehicle safely;

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- (10) Has distant visual acuity of at least 20/40 (Snellen) in each eye without corrective lenses or visual acuity separately corrected to 20/40 (Snellen) or better with corrective lenses, distant binocular acuity of at least 20/40 (Snellen) in both eyes with or without corrective lenses, field of vision of at least 70° in the horizontal Meridian in each eye, and the ability to recognize the colors of traffic signals and devices showing standard red, green, and amber;
  - (11) First perceives a forced whispered voice in the better ear at not less than 5 feet with or without the use of a hearing aid or, if tested by use of an audiometric device, does not have an average hearing loss in the better ear greater than 40 decibels at 500 Hz, 1,000 Hz, and 2,000 Hz with or without a hearing aid when the audiometric device is calibrated to American National Standard (formerly ASA Standard) Z24.5—1951.
  - (12)
    - (i) Does not use a controlled substance identified in 21 CFR 1308.11 *Schedule I*, an amphetamine, a narcotic, or any other habit-forming drug.
    - (ii) *Exception.* A driver may use such a substance or drug, if the substance or drug is prescribed by a licensed medical practitioner who:
      - (A) Is familiar with the driver's medical history and assigned duties; and
      - (B) Has advised the driver that the prescribed substance or drug will not adversely affect the driver's ability to safely operate a commercial motor vehicle; and
  - (13) Has no current clinical diagnosis of alcoholism.
- [35 FR 6460, Apr. 22, 1970, as amended at 35 FR 17420, Nov. 13, 1970; 36 FR 223, Jan. 7, 1971; 36 FR 12857, July 8, 1971; 43 FR 56900, Dec. 5, 1978; 55 FR 3554, Feb. 1, 1990; 60 FR 38744, July 28, 1995; 62 FR 37152, July 11, 1997]

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TITLE 49  
MOTOR VEHICLES  
CHAPTER 21  
COMMERCIAL DRIVER SCHOOLS

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- 49-2102. SCHOOLS -- LICENSE REQUIRED -- CONTENTS OF APPLICATION FOR LICENSE. No commercial driver training school shall be established nor shall any existing school continue to operate, unless the school applies for and obtains from the state board of education a license in the manner and form prescribed by the state board of education. The application for license shall include a statement of the location of the school, a certificate of occupancy, a certificate of automobile insurance, a list of certified instructors, proof of an annual vehicle check, and a course of instruction for teen drivers aged fourteen and one-half (14 1/2) to seventeen (17) years which shall include the following standards: (1) Not less than thirty (30) hours of classroom instruction; (2) Not less than six (6) hours of behind-the-wheel practice driving; and (3) Not less than six (6) hours of observation.
- 49-303. WHAT PERSONS SHALL NOT BE LICENSED. The department shall not issue any driver's license, any instruction permit, privileges or right to drive and if issued, may revoke or cancel the driver's license of a person who:
- (1) As an operator of a vehicle requiring a class D driver's license, is under the age of seventeen (17) years, except that the department may issue a driver's license to any person who **has successfully completed an approved driver training course**, has completed the requirements of a class D supervised instruction permit, and who is at least fifteen (15) years of age, with driving privileges restricted to daylight hours only except as provided in section 49-307(7), Idaho Code, and with full privileges at sixteen (16) years of age. The restriction of daylight hours only shall mean that period of time one-half (1/2) hour before sunrise to one-half (1/2) hour after sunset. If a person who is at least fifteen (15) years but is under seventeen (17) years of age **has successfully completed an approved driver's training course** and has been issued a driver's license in another state, he may be issued a class D driver's license in this state. Provided however, that a restricted school attendance driving permit may be issued to those persons meeting the criteria set forth in section 49-307A, Idaho Code.



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**SUBJECT**

Approval of Pending Rule - IDAPA 08.02.03 – Rules Governing Thoroughness – to remove the achievement standards from the rule and place them in an incorporated document. The achievement standards are contained in IDAPA 08.02.03, sections 200-999.

**REFERENCE**

June 2005

Board approved the proposed amendment

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-105, 33-116, 33-118, 33-1612, and 67-5229(l), Idaho Code

**BACKGROUND**

In 1996, the State Board of Education rewrote all of their rules. At that time, and after discussions with leadership and Carl Bianchi at the Legislative Services Office, it was determined that the Achievement Standards should be placed in the rule rather than as an incorporated document. That decision was made in part because the standards were new. It was also agreed that once the standards were adopted and understood by all school districts, the standards could then be removed from the rule and placed into a document incorporated by reference.

**DISCUSSION**

The Proposed Rule was published on August 3, 2005. Comments were received until August 24, 2005. The Office of the State Board of Education received no comments on the proposed rule and therefore, staff made no amendments from the Proposed to Pending Rule.

Staff has worked with the chairs of the Senate and House Education Committees, Legislative Services, the Office of Administrative Rules, the Division of Financial Management, the Governor's Office, the Idaho School Board's Association, the Idaho Superintendent's Association, the Idaho Education Association, and the State Department of Education. There has been no objection to the proposal of removing the standards from the rule and adopting a manual entitled the "Idaho Achievement Standards" into the rule.

Staff further feels that the standards have been published long enough for them to be accepted and understood by school districts, teachers, students, and parents.

Furthermore, it costs the State Board of Education approximately \$10,000 per year to maintain the standards with the Office of Administrative Rules. By incorporating the document by reference, the State Board of Education will be able to use those funds for other education purposes.

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Because there is no change to the actual text of the rule, and in order to save time, paper, and cost to the State Board of Education, the entire set of assessment standards are not being reprinted in these materials.

**IMPACT**

If the Board approves the pending rule amendment, staff will proceed with the rulemaking process. Staff will also make the incorporated document, "Idaho Achievement Standards" available on the State Board's website. If the rule is ultimately approved by the Legislature, it will save the State Board of Education approximately \$10,000 per year.

If the Board does not approve the pending rule amendment, the rule will remain as part of the Rules Governing Thoroughness as it has for the past nine years.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the pending rule amendments to remove the achievement standards from IDAPA 08.02.03 and to adopt the same achievement standards in an incorporated document entitled "Idaho Achievement Standards."

**BOARD ACTION**

A motion to approve the pending rule amendments to remove the achievement standards from IDAPA 08.02.03 and to adopt the same achievement standards as an incorporated document entitled "Idaho Achievement Standards."

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

**CONSENT AGENDA - PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
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**TITLE 33  
EDUCATION  
CHAPTER 1  
STATE BOARD OF EDUCATION**

**33-105. RULES -- EXECUTIVE DEPARTMENT.** (1) The state board shall have power to make rules for its own government and the government of its executive departments and offices; and, upon recommendations of its executive officers, to appoint to said departments and offices such specialists, clerks and other employees as the execution of duties may require, to fix their salaries and assign their duties.

**33-116. SCHOOL DISTRICTS UNDER BOARD SUPERVISION.** All school districts in Idaho, including specially chartered school districts, shall be under the supervision and control of the state board.

**33-118. COURSES OF STUDY -- CURRICULAR MATERIALS.** The state board shall prescribe the minimum courses to be taught in all public elementary and secondary schools, and shall cause to be prepared and issued, such syllabi, study guides and other instructional aids as the board shall from time to time deem necessary. The board shall also determine how and under what rules curricular materials shall be adopted for the public schools. The board shall require all publishers of textbooks approved for use to furnish the department of education with electronic format for literary and nonliterary subjects when electronic formats become available for nonliterary subjects, in a standard format approved by the board, from which reproductions can be made for use by the blind.

**TITLE 33  
EDUCATION  
CHAPTER 16  
COURSES OF INSTRUCTION**

**33-1612. THOROUGH SYSTEM OF PUBLIC SCHOOLS.** The constitution of the state of Idaho, section 1, article IX, charges the legislature with the duty to establish and maintain a general, uniform and thorough system of public, free common schools. In fulfillment of this duty, the people of the state of Idaho have long enjoyed the benefits of a public school system, supported by the legislature, which has recognized the value of education to the children of this state.

In continuing recognition of the fundamental duty established by the constitution, the legislature finds it in the public interest to define thoroughness and

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thereby establish the basic assumptions which govern provision of a thorough system of public schools.

A thorough system of public schools in Idaho is one in which:

1. A safe environment conducive to learning is provided;
2. Educators are empowered to maintain classroom discipline;
3. The basic values of honesty, self-discipline, unselfishness, respect for authority and the central importance of work are emphasized;
4. The skills necessary to communicate effectively are taught;
5. A basic curriculum necessary to enable students to enter academic or professional-technical postsecondary educational programs is provided;
6. The skills necessary for students to enter the work force are taught;
7. The students are introduced to current technology; and
8. The importance of students acquiring the skills to enable them to be responsible citizens of their homes, schools and communities is emphasized.

The state board shall adopt rules, pursuant to the provisions of chapter 52, title 67, Idaho Code, and section 33-105(3), Idaho Code, to establish a thorough system of public schools with uniformity as required by the constitution, but shall not otherwise impinge upon the authority of the board of trustees of the school districts. Authority to govern the school district, vested in the board of trustees of the school district, not delegated to the state board, is reserved to the board of trustees. Fulfillment of the expectations of a thorough system of public schools will continue to depend upon the vigilance of district patrons, the dedication of school trustees and educators, the responsiveness of state rules, and meaningful oversight by the legislature.

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**SUBJECT**

Alcohol Permits Approved by University Presidents

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, I.J.2.b.

**BACKGROUND**

In June of 2004, the State Board of Education adopted a new policy governing the use of alcohol on campus. The chief executive officer of each institution may waive the prohibition against possession or consumption of alcoholic beverages only as permitted by and in compliance with this policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting.

**DISCUSSION**

The last update presented to the Board was at the August 2005 Board meeting. Since that meeting, Board staff has received 11 permits from Boise State University, 9 permits from Idaho State University, 8 permits from the University of Idaho, and 1 permit from Lewis-Clark State College.

Board staff has prepared a brief listing of the permits issued for use from July through October 2005; it is attached for the Board's review.

**IMPACT**

N/A

**STAFF COMMENTS AND RECOMMENDATIONS**

State Board staff offers no comments or recommendations.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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**APPROVED ALCOHOL SERVICE AT  
BOISE STATE UNIVERSITY**

**JULY 2005 – SEPTEMBER 2005**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Festara 2005 – Jaialdi Basque Festival 2205	Morrison Center	July 15, 2005
John Prine	Morrison Center	August 2, 1005
Catering and Event Showcase	Jordan Ballroom in the Student Union Building	September 15, 2005
Rodney Carrington Live	Taco Bell Arena	September 23, 2005
Janet Sung, Violin – Boise Philharmonic	Morrison Center Main Hall	September 24, 2005
Boxing: Unfinished Business: Return of the Warrior	Taco Bell Arena	September 30, 2005
Albertson's Library Ten Year Anniversary	Albertson's Library	October 5, 2005
La Traviata	Morrison Center Main Hall	October 8, 2005
Mamma Mia!	Morrison Center Main Hall	October 11-16, 2005
Giselle – Ballet Idaho	Morrison Center Main Hall	October 22, 2005
Naoko Taka – Boise Philharmonic	Morrison Center Main Hall	October 29, 2005

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**APPROVED ALCOHOL SERVICE AT  
IDAHO STATE UNIVERSITY**

**AUGUST 2005 – OCTOBER 2005**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
College of Arts and Sciences Convocation	H.F. Magnuson Alumni House	August 18, 2005
College of Education – Alumni Back to School Event	College of Education Building	September 7, 2005
Pi Sigma Alpha Welcome Back Reception	ISU Alumni House and Yard	September 10, 2005
Great Rift Science Symposium No Host Icebreaker	Stephens Performing Arts Center	October 5, 2005
ISU Alumni Association Sports Hall of Fame Reception	Sports and Orthopaedic Center	October 7, 2005
Idaho State Civic Symphony Post-concert Reception	Stephens Performing Arts Rotunda	October 12, 2005
Bank of Idaho 20 Year Anniversary Celebration	Stephens Performing Arts Rotunda	October 17, 2005
ISU – Office of Research Responsible Conduct of Research Conference	Stephens Performing Arts Rotunda	October 20, 2005
Edge Wireless Company Holiday Party	Stephens Performing Arts Rotunda	November 19, 2005



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**APPROVED ALCOHOL SERVICE AT  
UNIVERSITY OF IDAHO**

**JULY 2005 – OCTOBER 2005**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Idaho Repertory Theatre President's Reception	Pritchard Art Gallery	July 29, 2005
Latah County Booster Golf Tournament	University of Idaho Golf Course	August 27, 2005
Meyer Miller Wedding	Administration Lawn	September 3, 2005
Friends of the Pritchard Gallery Annual Meeting	Pritchard Gallery	September 22, 2005
Hawaii Football Pre-game Event	Kibbie North and East Fields; Vandal Athletic Center	September 24, 2005
Utah State Football Pre-game Event	Kibbie North and East Fields; Vandal Athletic Center	October 1, 2005
Fresno State Football Pre-game Event	Kibbie North and East Fields; Vandal Athletic Center	October 22, 2005
La Tech Football Pre-game Event	Kibbie North and East Fields; Vandal Athletic Center	November 12, 2005

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**APPROVED ALCOHOL SERVICE AT  
LEWIS-CLARK STATE COLLEGE**

**JULY 2005 – OCTOBER 2005**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Chamber of Commerce Business After Hours	The York House	October 20, 2005

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**REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES**

**J. Use of Institutional Facilities and Services**

**June 2004**

**2. Possession, Consumption, and Sale of Alcohol Beverages at Institutional Facilities**

b. Each institution shall maintain a policy providing for an institutional Alcohol Beverage Permit process. For purposes of this policy, the term “alcoholic beverage” shall include any beverage containing alcoholic liquor as defined in Idaho Code Section 23-105. Waiver of the prohibition against possession or consumption of alcoholic beverages shall be evidenced by issuance of a written Alcohol Beverage Permit issued by the CEO of the institution which may be issued only in response to a completed written application therefore. Staff of the State Board of Education shall prepare and make available to the institutions the form for an Alcohol Beverage Permit and the form for an Application for Alcohol Beverage Permit which are consistent with this Policy. Immediately upon issuance of an Alcohol Beverage Permit, a complete copy of the application and the permit shall be delivered to the Office of the State Board of Education, and Board staff shall disclose the issuance of the permit to the Board no later than the next Board meeting. An Alcohol Beverage Permit may only be issued to allow the sale or consumption of alcoholic beverages on public use areas of the campus grounds provided that all of the following minimum conditions shall be met. An institution may develop and apply additional, more restrictive, requirements for the issuance of an Alcohol Beverage Permit.

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>BOISE STATE UNIVERSITY</b> Women's Head Basketball Coach Contract	Motion to approve
<b>2</b>	<b>UNIVERSITY OF IDAHO</b> Men's Head Football Coach Contract Women's Head Swim Coach Contract Two Co-Head Coach Contracts: Men And Women's Track & Field and Cross Country Teams	Motions to approve
<b>3</b>	<b>REVIEW OF BOARD POLICY:</b> Policies & Procedures Relating to Salary/Compensation	Information item
<b>4</b>	<b>IDAHO STATE UNIVERSITY</b> Review of Salary Increases	Information item

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University requests approval of the contract for the Women's Basketball Coach

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

**DISCUSSION**

Boise State is hiring a new coach for women's basketball, Gordon Presnell.

**IMPACT**

The Coach's contract is subject to Board approval.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed the contract for conformance with Board policy and recommends approval.

**BOARD ACTION**

A motion by the State Board of Education for Boise State University to approve the contract for the Women's Head Basketball Coach, Gordon Presnell, supported by appropriated funds

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

**HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS**

Gordon H. Presnell,	Head Women's Basketball Coach (Attachments 1, 1a, 1b)
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	June 8, 2005
Salary Range	\$84,900
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Duties and Responsibilities	Manage and supervise the Team and perform other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 - 3.2.6.
Additional Compensation	Standard BSU and Athletics Department fringe benefits; \$20,500 Athletic achievement; \$3,000 Academic Achievement; eligibility to receive supplemental compensation based on various factors to be determined by the president and Director; media and public appearances \$5,100 annually; a reasonable supplemental income based in part upon revenue and expenses for operation of a summer youth basketball camp.
Justification of position	Women's basketball is an NCAA competitive sport at Boise State University and requires a coach with a successful record for coaching women's basketball



Gordon Presnell, Boise State University, Head Women's Basketball Coach – Multi-Year Contract

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
3.1	Regular Compensation	3.1.a Regular Compensation; language added	Language includes employee benefits provided annually to employees of a comparable level.
3.2	Supplemental Compensation	3.2.1 Supplemental Compensation; language added	Language provides specific criteria for athletic achievement supplemental compensation.
3.2	Supplemental Compensation	3.2.2 & 3.2.3 Supplemental Compensation; language added	Language provides specific criteria for academic achievement supplemental compensation.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; language added	Language provides that coach may be eligible to receive supplemental compensation based upon overall development of the program. To be determined by President in consultation with Athletic Director.
3.2	Supplemental Compensation	3.2.5 Supplemental Compensation; language added	Language includes supplemental compensation of \$5100.00 annually of media payment.
3.2	Supplemental Compensation	3.2.6 Supplemental Compensation; summer camp	Language provides criteria and conditions applicable to coach's operation of a summer youth camp.
4.7	Specific duties of coach	4.7 Specific Duties of Coach; language added	Language provides for specific duty expectations of coach.
5.1	Termination of coach for cause	5.1.1 Termination of Coach for Cause; language added	Language provides for a more detailed definition of adequate cause for termination.
5.2	Termination	5.2 Termination of Coach for Convenience of University; language added	Language provides for specific liquidated damages to be paid by university to coach if university terminates contract for its convenience.
5.3	Termination	5.3 Termination by Coach for Convenience; language added	Language provides for specific liquidated damages to be paid by coach to university if coach terminates contract for convenience.

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**EMPLOYMENT AGREEMENT**

This Employment Agreement ~~(Agreement)~~ is entered into by and between ~~\_\_\_\_\_ (University (College)), and \_\_\_\_\_~~  
~~(Coach).~~ Boise State University, and Gordon H. Presnell.

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~—(Sport)— team (Team).~~ Women's Basketball team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

~~1.3.~~ 1.2. Reporting Relationship. Coach shall report and be responsible directly to the University ~~(College)~~'s Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the ~~University (College)'s President (President).~~ University's President.

~~1.3.~~

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University ~~(College)~~'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~—(Depending on supplemental pay provisions used)— shall cease.~~ 3.2.7.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~\_\_\_\_\_ (—) months,~~ four (4) years, commencing on ~~\_\_\_\_\_ and terminating, without further notice to Coach, on \_\_\_\_\_~~ June 8, 2005 and terminating on June 7, 2009 unless sooner terminated in accordance with other provisions of this Agreement

~~2.2.~~

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of ~~University (College)'s Board of (Regents or Trustees)~~ University's Board of Trustee. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University ~~(College).~~

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

- a) An annual salary of \$ ~~\_\_\_\_\_~~ \$84,900 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)'s Board of (Regents or University's Board of Trustees)~~ University (College)'s Board of Trustees;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, ~~provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements;~~ and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. ~~Each year Coach shall be eligible to receive supplemental compensation in an amount up to \_\_\_\_\_ (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and Coach may earn supplemental compensation as follows:~~

~~3.2 — the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.~~

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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~~3.3 Footwear; Apparel; Equipment. Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally-related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.~~

~~3.4 General Conditions of Compensation. All compensation provided by the University (College)~~

3.2.1 Athletic Achievement

<u>a)</u>	<u>WAC Regular Season Champions</u>	<u>\$4,000</u>
<u>b)</u>	<u>The greater of the following two:</u>	
	<u>WAC Tournament Finalist</u>	<u>\$1,000</u>
	<u>WAC Tournament Champions</u>	<u>\$5,000</u>
<u>c)</u>	<u>NCAA Tournament At-Large Appearance</u>	<u>\$4,000</u>
<u>d)</u>	<u>WNIT Appearance</u>	<u>\$2,000</u>
<u>e)</u>	<u>20 Wins</u>	<u>\$2,500</u>
<u>f)</u>	<u>Winning Record (more wins than losses)</u>	<u>\$2,000</u>

3.2.2 Academic Achievement

- a) Coach shall qualify for \$3,000 in supplemental pay if the following conditions are met: (Note: When calculating the retention rate and the team GPA, the individuals considered shall be those basketball players receiving athletic grant-in-aid who are on the team roster the first day of September each year.)
  - i. At least 90 percent of the scholarship basketball players must return to Boise State for the fall semester of the following academic year and be enrolled full-time (unless said player needs less than full-time enrollment to fulfill the requirements of graduation from Boise State University at the end of that semester) on the first day of September of the fall semester (regardless of whether or not they return on scholarship) unless they graduate prior to the first day of September following the basketball season in which they last played.
  - ii. The grade point average of the scholarship basketball players on Boise State's team roster shall, taken as a whole by averaging the grade point averages of all said scholarship basketball players, be not less than 2.75. This calculation shall be made by using the grades received by the scholarship basketball players for coursework taken in the fall and spring semesters immediately preceding the date of the calculation.
  - iii. The team must win a minimum of 9 games during the academic year being considered.
  - iv. The retention rate will be calculated anew each year and will not be cumulative.
  - v. Said bonus shall be paid by the University in October of each year following the academic year to Coach provided Coach was employed during the previous season and is still employed at the University.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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3.2.3 Conditions for payment of Athletic Achievement supplemental compensation.

- a) Payment Date for Athletics Supplemental Compensation shall be in July of each year following the completion of the season in which it is earned. Coach must remain employed with the University on said July 1 in order to receive any amounts due under section 3.2.1.
- b) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate as set forth in 3.2.2 above must be at least 50 percent for the academic year in which the supplemental pay is earned.

3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate women's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.

3.2.5 The Coach shall receive the sum of \$5,100 annually from the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). This sum shall be paid monthly. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither coach nor any assistant coaches shall appear with the prior written approval of the Director on any competing radio or television program (including, but not limited to, a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements, which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

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3.2.6 Summer Camp. Coach may operate a summer youth basketball camp at the University under the following conditions.

- a) The summer youth camp operation reflects positively on the University and the Department;
- b) The summer youth camp is operated as a University sponsored activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The Coach will have the opportunity to lease University facilities in connection with the summer camp;
- c) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- d) All revenues and expenses of the Camp shall be deposited with and paid by the University.

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules.



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3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

~~4.1.3.~~

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

~~4.1.4.~~ Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the ~~University (College), the University (College)'s~~University, the University's governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University~~(College)~~'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education~~and Board of Regents of the University of Idaho~~ Governing Policies and Procedures and Rule Manual; (b) ~~University (College)'s Handbook;~~ ~~(c) University (College)'s~~University's Policies; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport) conference of which the University (College) is a member.~~

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4.1.4. Western Athletic Conference (WAC).

4.2

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University ~~(College)~~'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA~~(or NAIA)~~ Rules. In accordance with NCAA~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University ~~(College)~~'s President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits to the University ~~(College)~~'s President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University ~~(College)~~, ~~the University (College)~~'s governing board, the conference, or the NCAA ~~(or NAIA)~~.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the ~~University (College)'s Board of (Trustees or Regents)~~ University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

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4.7 Specific Duties of Coach. The Coach is expected to devote full-time to coaching and recruitment involving the Women's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by Athletic Director unless excused by Athletic Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA barbecue
- b) The weekly BAA noon luncheons during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The BSU Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Athletic Department staff meetings called by Athletic Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Golf Series Tournaments.

**ARTICLE 5**

5.1 Termination of Coach for Cause. The University(~~College~~) may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement.

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including, but not limited to, any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (20) working days absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

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- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College) shall notify Coach whether, and if so when, the action will be effective.~~

shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the ~~University (College)'s obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University (College) shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.~~

~~5.1.4 If found in violation of NCAA (NAIA) regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA (NAIA) enforcement procedures. This section applies to violations occurring at the University (College) or at previous institutions at which the Coach was employed.~~

~~5.2 Termination due to Disability or Death of Coach.~~

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~~5.2.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University (College)'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.~~

~~5.2.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University (College) and due to the Coach's estate or beneficiaries thereunder.~~

~~5.2.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University (College).~~

~~5.3 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University (College)'s student-athletes or otherwise obstruct the University (College)'s ability to transact business or operate its intercollegiate athletics program.~~

~~5.4 No Liability. The University (College) shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.~~

~~5.5 Waiver of Rights. Because the Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University (College) Faculty-Staff Handbook.~~  
University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), and the amount set forth in section 3.2.5, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. If Coach finds alternative employment, the amounts due to Coach under this paragraph shall be reduced by the amount of money received by the Coach pursuant to Coach's alternative employment. Coach will be entitled to continue his health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.



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5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 1, 2006, the sum of \$60,000; (b) if the Agreement is terminated between June 1, 2006 and May 31, 2007 inclusive, the sum of \$45,000; (c) if the Agreement is terminated between June 1, 2007 and May 2008 inclusive, the sum of \$30,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminated this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any

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fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

## ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s Board of (Regents or Trustees)~~ University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, University (College)'s Board of (Regents or Trustees), the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of (Regents or Trustees) and University ~~(College)~~'s rules regarding financial exigency.

6.2 University(College) Property. All personal property (excluding vehicle(s) provided through the ~~=====~~ Courtesy Car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting



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records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University ~~(College)~~'s or at the University's direction or for the University ~~(College)~~'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the ~~University (College)~~ University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the ~~state~~ State of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the ~~state~~ State of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University ~~(College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University ~~(College)~~'s sole discretion.

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6.10 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:

~~the University (College):~~ ~~Director of Athletics~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~ the University: \_\_\_\_\_

Director of Athletics

1910 University Drive  
Boise, Idaho 83725-1020

with a copy to: President

~~the Coach:~~ ~~\_\_\_\_\_~~ 1910 University Drive  
Boise, Idaho 83725-1000

the Coach: Gordon H. Presnell  
Last known address on file with  
University ~~(College)~~'s Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University ~~(College)~~'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

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6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University ~~(College)'s Board of (Regents or Trustees)~~. University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY (COLLEGE) \_\_\_\_\_ COACH

\_\_\_\_\_  
\_\_\_\_\_, President \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

UNIVERSITY \_\_\_\_\_ COACH

\_\_\_\_\_  
Robert Kustra, President \_\_\_\_\_ Date \_\_\_\_\_ Gordon H. Presnell \_\_\_\_\_ Date \_\_\_\_\_

Approved by the Board of Trustees on the \_\_\_\_\_ day of \_\_\_\_\_ 2005.

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**EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into by and between Boise State University, and Gordon H. Presnell.

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Women's Basketball team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President.

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years, commencing on June 8, 2005 and terminating on June 7, 2009 unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustee. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

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**ARTICLE 3**

**3.1   Regular Compensation.**

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$84,900 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2   Supplemental Compensation.       Coach may earn supplemental compensation as follows:

**3.2.1   Athletic Achievement**

- a)   WAC Regular Season Champions                               \$4,000
- b)   The greater of the following two:
  - WAC Tournament Finalist                               \$1,000
  - WAC Tournament Champions                               \$5,000
- c)   NCAA Tournament At-Large Appearance                       \$4,000
- d)   WNIT Appearance   \$2,000
- e)   20 Wins   \$2,500
- f)   Winning Record (more wins than losses)\$2,000

**3.2.2 Academic Achievement**

- a) Coach shall qualify for \$3,000 in supplemental pay if the following conditions are met: (Note: When calculating the retention rate and the team GPA, the individuals considered shall be those basketball players receiving athletic grant-in-aid who are on the team roster the first day of September each year.)
  - i. At least 90 percent of the scholarship basketball players must return to Boise State for the fall semester of the following academic year and be enrolled full-time (unless said player needs less than full-time enrollment to fulfill the requirements of graduation from Boise State University at the end of that semester) on the first day of September of the fall semester (regardless of whether or not they return on scholarship) unless they graduate prior to the first day of September following the basketball season in which they last played.
  - ii. The grade point average of the scholarship basketball players on Boise State's team roster shall, taken as a whole by averaging the grade point averages of all said scholarship basketball players, be not less than 2.75. This calculation shall be made by using the grades received by the scholarship basketball players for coursework taken in the fall and spring semesters immediately preceding the date of the calculation.
  - iii. The team must win a minimum of 9 games during the academic year being considered.
  - iv. The retention rate will be calculated anew each year and will not be cumulative.
  - v. Said bonus shall be paid by the University in October of each year following the academic year to Coach provided Coach was employed during the previous season and is still employed at the University.

3.2.3 Conditions for payment of Athletic Achievement supplemental compensation.

- a) Payment Date for Athletics Supplemental Compensation shall be in July of each year following the completion of the season in which it is earned. Coach must remain employed with the University on said July 1 in order to receive any amounts due under section 3.2.1.
- b) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate as set forth in 3.2.2 above must be at least 50 percent for the academic year in which the supplemental pay is earned.

3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate women's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.

3.2.5 The Coach shall receive the sum of \$5,100 annually from the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). This sum shall be paid monthly. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither coach nor any assistant coaches shall appear with the prior written approval of the Director on any competing radio or television program (including, but not limited to, a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements, which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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3.2.6 Summer Camp. Coach may operate a summer youth basketball camp at the University under the following conditions.

- a) The summer youth camp operation reflects positively on the University and the Department;
- b) The summer youth camp is operated as a University sponsored activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The Coach will have the opportunity to lease University facilities in connection with the summer camp;
- c) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- d) All revenues and expenses of the Camp shall be deposited with and paid by the University.

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) University's Policies; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Western Athletic Conference (WAC).

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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4.7 Specific Duties of Coach. The Coach is expected to devote full-time to coaching and recruitment involving the Women's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by Athletic Director unless excused by Athletic Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA barbecue
- b) The weekly BAA noon luncheons during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The BSU Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Athletic Department staff meetings called by Athletic Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Golf Series Tournaments.

**ARTICLE 5**

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement.

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including, but not limited to, any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (20) working days absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), and the amount set forth in section 3.2.5, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. If Coach finds alternative employment, the amounts due to Coach under this paragraph shall be reduced by the amount of money received by the Coach pursuant to Coach's alternative employment. Coach will be entitled to continue his health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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Agreement the following sum: (a) if the Agreement is terminated on or before June 1, 2006, the sum of \$60,000; (b) if the Agreement is terminated between June 1, 2006 and May 31, 2007 inclusive, the sum of \$45,000; (c) if the Agreement is terminated between June 1, 2007 and May 2008 inclusive, the sum of \$30,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminated this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

**5.4 Termination due to Disability or Death of Coach.**

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of (Regents or Trustees) and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.





**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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the Coach:                      Gordon H. Presnell  
   Last known address on file with  
   University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Robert Kustra, President                      Date

\_\_\_\_\_  
Gordon H. Presnell                      Date

Approved by the Board of Trustees on the \_\_\_\_ day of \_\_\_\_ 2005.

**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors** April 2002

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**H. Policies Regarding Coaching Personnel and Athletic Directors (Institution Employees Only)**

**1. Agreements Longer Than One Year**

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than five (5) years, subject to approval by the Board as to the terms, conditions, and compensation thereunder, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 17-18, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

A request by the University of Idaho for approval of four coaching contract extensions.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.B.3

**DISCUSSION**

A request by the University of Idaho for coaching contract extensions for:

- Head football coach,
- Head women's swim coach; and
- Two (2) co-head intercollegiate track and cross country coaches.

**IMPACT**

Once approved, the changes can be processed on the State Employee Information System.

**STAFF COMMENTS AND RECOMMENDATIONS**

Red-lined and unmarked versions of each contract are attached. They identify changes from the previous contracts approved by the board (in blue), and differences from the Board-approved model contract (in blue and red). Also included for each contract is a comparison matrix highlighting all changes.

Staff has reviewed these contracts for conformance with Board Policy and recommends approval.

**BOARD ACTION**

**MOTION 1:**

A motion by the Board of Regents for the University of Idaho to approve the request for a coaching contract extension for Nick Holt, Men's Head Football Coach.

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

**MOTION 2:**

A motion by the Board of Regents for the University of Idaho to approve the request for a coaching contract extension for Tom Jager, Women's Head Swim Coach.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 17-18, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO - continued**

**MOTION 3:**

A motion by the Board of Regents for the University of Idaho to approve the request for a coaching contract extension for Wayne Phipps, Co-Head Coach for men's and women's track & field and cross country teams.

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

**MOTION 4:**

A motion by the Board of Regents for the University of Idaho to approve the request for a coaching contract extension for Carla "Yogi" Teevens, Co-Head Coach for men's and women's track & field and cross country teams.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 17-18, 2005**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO - continued**

**HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS**

Nick Holt, Head Football Coach	(Attachment 1)
FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective	September 1, 2005
Annual Salary	\$135,012.80
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Additional Compensation	Standard UI and Athletics Department fringe benefits; \$70,000 per year for media and public appearance; 1/13 of salary if championship and bowl eligibility is achieved; 1/13 of salary on the date of the final poll; and up to \$5,000.00 based on the academic achievement and behavior of team
Justification:	Contract Extension

1	<b>NICK HOLT, HEAD FOOTBALL COACH - CONTRACT EXTENSION*</b>		
2	<b>MODEL CONTRACT SECTION</b>	<b>UI CONTRACT SECTION</b>	<b>JUSTIFICATION FOR MODIFICATION</b>
3	1.3 Duties	1.3 Dutes	Language omits the language regarding reassingment.
4	3.1 Compensation	3.1.1 Regular Compensation; language modified	Language modifies compensation from \$135,012 to \$135,012.80 (salary amount to be divisible by 2080)
5	3.2 Supplemental Compensation	3.2.1 Supplemental Compensation	Language allows for the University to determine the appropriate manner for payment of supplemental compensation.
6	3.2 Supplemental Compensation	3.2.2 Supplemental Compensation	Language allows for the University to determine the appropriate manner for payment of supplemental compensation.
7	3.2 Supplemental Compensation	3.2.3 Supplemental Compensation	Language allows for the payment of the supplemental compensation within 30 days of the end of the fall semester.
8	3.2 Supplemental Compensation	3.2.4 Supplemental Compensation	Language modifies that the Coach has participated in media programs and public appearances.
9	3.2 Supplemental Compensation	3.2.5 Supplemental Compensation	Language reflects that the summer camp is operated by the University of Idaho.
10	5.1 Termination for Cause	5.1. Termination for Cause	Language clarifies the definition of adequate cause and applicable rules and regulations.
11	5.1 Termination for Cause	5.1.1 Termination for Cause	Language adds the clarification from 5.1 above
12	5.1 Termination for Cause	5.1.2 Termination for Cause	Language omits the language regarding reassingment, and allows for 15 days for the Coach to request presidential review.
13	5.1 Termination for Cause	5.1.4 Termination for Cause	Language omits reference to violations occuring at Coach's previous institutions.
14	*This is the same contract extension as approved by the Board in 2004, with the exception of the dates		



**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Nick Holt (Coach).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

~~1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 shall cease.~~

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment ~~of approximately four (4) years,~~ commencing on September 1, 2005, and terminating, without further notice to Coach, on January 31, 2009, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

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ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$~~135,012.80~~<sup>00</sup> per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) ~~The opportunity to receive s~~Such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) ~~The opportunity to receive s~~Such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a bowl game pursuant to NCAA Division I guidelines, ~~and if Coach continues to be employed as University's head football coach as of the ensuing July 1st,~~ the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and bowl eligibility are achieved. Coach's right to receive such payment will vest upon the occurrence of the events described above in this paragraph; however such payment will be made on the following July 1. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, ~~and if Coach continues to be employed as University's head football coach as of the ensuing July 1st,~~ the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. Coach's right to receive such payment will vest upon the occurrence of the event described above in this paragraph; however such payment will be made on the following July 1. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an

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amount up to \$5,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation will be made within thirty (30) days of the last day of the fall semester and shall be at the sole discretion of the President ~~and the timing of the payment(s) shall be at the sole discretion of the President~~ in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 The Coach shall receive the sum of \$70,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. ~~and contingent upon Coach's continued employment as of that date.~~ Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5 Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach

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the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach the remaining income from the summer football camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

~~Coach may operate a summer youth football camp at the University under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University and Sedexho Marriot or all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University facilities.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- ~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~
- ~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

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~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University while engaged in camp activities. The Coach and all other University employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.~~

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with [Adidas](#) to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning [Adidas](#) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by [Adidas](#), or give a lecture at an event sponsored in whole or in part by [Adidas](#), or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head football coach. In order to avoid entering into an agreement with a competitor of [Adidas](#), Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including [Adidas](#), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

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ARTICLE 4

- 4.1.        Coach's Specific Duties and Responsibilities.    In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1.        Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2.        Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;
- 4.1.3.        Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4.        Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.
- 4.2        Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and

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endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

- 4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.
- 4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.
- 4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

**ARTICLE 5**

- 5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; ~~reassign Coach to other duties;~~ or terminate this Agreement at any time for good or adequate cause, as those terms are defined in the applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA~~as those terms are defined in applicable rules and regulations.~~



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5.1.1 In addition to the definitions contained in applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA~~rules and regulations~~, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, ~~reassignment~~, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, ~~reassignment~~, or termination for good or adequate cause shall be



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effectuated by the University as follows: before the effective date of the suspension, ~~reassignment,~~ or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. ~~This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.~~

5.2 Termination of Coach for Convenience of University .

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to

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his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

**5.3 Termination by Coach for Convenience.**

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 31, 2006, the sum of \$40,000.00; (b) if the Agreement is terminated between February 1, 2006 and January 31, 2007 inclusive, the sum of \$30,000.00; (c) if the Agreement is terminated between February 1, 2007 and January 31, 2008 inclusive, the sum of \$20,000.00; (d) if the Agreement is terminated between February 1, 2008 and January 31, 2009 inclusive, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this

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Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

**5.4 Termination due to Disability or Death of Coach.**

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, ~~or reassignment~~, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension ~~or reassignment~~ of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends ~~or reassigns~~ Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

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**ARTICLE 6**

- 6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.
- 6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.
- 6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.
- 6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.
- 6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations,

governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 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:

the University:                                 Director of Athletics  
University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302

with a copy to:                                 President  
University of Idaho  
P.O. Box 443151  
Moscow, ID 83844-3151

the Coach:                                     Nick Holt  
Last known address on file with  
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the

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University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

- 6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.
- 6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Timothy P. White, President      Date

\_\_\_\_\_  
Nick Holt      Date

Approved by the Board of Regents on the \_\_\_\_ day of \_\_\_\_\_, 2005.

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Nick Holt (Coach).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment commencing on September 1, 2005, and terminating, without further notice to Coach, on January 31, 2009, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

**ARTICLE 3**

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

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- a) An annual salary of \$135,012.80 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) Such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) Such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

**3.2 Supplemental Compensation**

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a bowl game pursuant to NCAA Division I guidelines, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and bowl eligibility are achieved. Coach's right to receive such payment will vest upon the occurrence of the events described above in this paragraph; however such payment will be made on the following July 1. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. Coach's right to receive such payment will vest upon the occurrence of the event described above in this paragraph; however such payment will be made on the following July 1. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$5,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation will be made within thirty (30) days of the last day of the fall semester and shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus,



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at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 The Coach shall receive the sum of \$70,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5 Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach the remaining income from the summer football camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University

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negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head football coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that

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Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

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4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

**ARTICLE 5**

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in the applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA.

5.1.1 In addition to the definitions contained in applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

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- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

5.2 Termination of Coach for Convenience of University.

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5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 31, 2006, the sum of \$40,000.00; (b) if the Agreement is terminated between February 1, 2006 and January 31, 2007 inclusive, the sum of \$30,000.00; (c) if the Agreement is terminated between February 1, 2007 and January 31, 2008 inclusive, the sum of \$20,000.00; (d) if the Agreement is terminated between February 1, 2008 and January

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30, 2009 inclusive, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

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5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.





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Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Timothy P. White, President      Date

\_\_\_\_\_  
Nick Holt      Date

Approved by the Board of Regents on the \_\_\_\_ day of \_\_\_\_\_, 2005.

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO - continued**

**HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS**

Tom Jager, Head Women's Swim Team Coach (Attachment 2)	
FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective	August 15, 2005
Annual Salary	\$44,899.60
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Additional Compensation	Standard UI and Athletics Department fringe benefits; \$1,000 per year if conference champion or co-champion status is achieved or if team becomes eligible for NCAA regional tournament; \$500 based on the academic achievement and behavior of team; 15,000 per year for media and public appearance; and \$1,000 each year the coach is named Conference Coach of the Year
Justification:	Contract Extension

1	<b>TOM JAGER, WOMEN'S SWIM COACH - MULTI-YEAR CONTRACT</b>		
2	<b>MODEL CONTRACT SECTION</b>	<b>UI CONTRACT SECTION</b>	<b>JUSTIFICATION FOR MODIFICATION</b>
3	2.1 Term	2.1 Term	Language modifies the appointment to a five-year contract from August 15, 2005 through August 14, 2010.
4	3.1 Compensation	3.1.1.a Regular Compensation	Language allows for a salary of \$44,899.60 per year
5	3.2 Supplemental Compensation	3.2.1 Supplemental Compensation	Language allows for payment of supplemental compensation for NCAA regional tournament qualification.
6	3.2 Supplemental Compensation	3.2.2 Supplemental Compensation	Language allows for payment of supplemental compensation for team academic achievement and behavior.
7	4.2 Specific Duties and Responsibilities	4.1.4 Specific Duties and Responsibilities	Language deletes the reference to names of employees supervised.
8	5.1 Termination for Cause	5.1. Termination for Cause	Language clarifies the applicable rules and regulations.
9	5.3 Termination by Coach for Convenience	5.3.3 Termination of Coach for Convenience	Language clarifies the monetary remuneration if the Coach terminates this agreement.

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Tom Jager (Coach).

**ARTICLE 1**

- 1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's swim team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.4. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).
- 1.5. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.5 shall cease.

**ARTICLE 2**

- 2.3. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on ~~July 1~~August 15, 2005, and terminating, without further notice to Coach, on ~~July 1~~August 14, 2010 unless sooner terminated in accordance with other provisions of this Agreement.
- 2.4. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

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ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$44,899.60 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.3 Supplemental Compensation

3.2.2. Each year the women's swim team is the conference champion or co-champion or becomes eligible for the NCAA regional tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head women's swim coach as of the ensuing July 1st, the ~~University shall pay to Coach~~ shall receive supplemental compensation of \$1,000 ~~in an amount equal to one-thirteenth (1/13) of Coach's annual salary during the fiscal year in which the championship and NCAA tournament eligibility are achieved.~~ The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year Coach shall be eligible to receive supplemental compensation of \$500 ~~in an amount up equal to one-thirteenth (1/13) of Coach's annual salary~~ based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; maintenance of a satisfactory NCAA Academic Progress Rate (APR), honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation

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based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

- 3.2.3 Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's head women's swim coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.
- 3.2.4 The Coach shall receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid in July and one-half shall be paid ~~in January~~ after the last date of competition. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.
- 3.2.5 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach

agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning [Adidas](#) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by [Adidas](#), or give a lecture at an event sponsored in whole or in part by [Adidas](#), or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head [women's swim](#) coach. In order to avoid entering into an agreement with a competitor of [Adidas](#), Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including [Adidas](#), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

- 3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

- 4.2. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.2.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
  - 4.2.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;
  - 4.2.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
  - 4.2.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure



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that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit C.~~ The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the women's basketball conference of which the University is a member.

- 4.4 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.
- 4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.
- 4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the

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Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

- 4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

**ARTICLE 5**

- 5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, [including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University of Idaho, and the University's Administrative Procedures Manual.](#)
- 5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
  - b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
  - c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
  - d) Ten (10) working days' absence of Coach from duty without the University's consent;

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- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
  - f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
  - g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
  - h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
  - i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- 5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.
- 5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

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**5.2 Termination of Coach for Convenience of University.**

- 5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.
- 5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

**5.3 Termination by Coach for Convenience.**

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before August 15, 2006, the sum of \$15,000.00; (b) if the Agreement is terminated

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between August 16, 2006 and August 15, 2007 inclusive, the sum of \$10,000.00; (c) if the Agreement is terminated between August 16, 2007 and August 15, 2008 inclusive, the sum of \$8,000.00; (d) if the Agreement is terminated between August 16, 2008 and August 15, 2009 inclusive, the sum of \$5,000; (e) if the Agreement is terminated between August 16, 2009 and August 13, 2010 inclusive, the sum of \$2,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

**5.4 Termination due to Disability or Death of Coach.**

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head

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coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

- 5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

**ARTICLE 6**

- 6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.
- 6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of

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information in Coach's possession or control to be delivered to the Director.

- 6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.
- 6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.
- 6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.
- 6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.
- 6.10 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:

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the University:                      Director of Athletics  
    University of Idaho  
    P.O. Box 442302  
    Moscow, Idaho 83844-2302

with a copy to:                      President  
    University of Idaho  
    P.O. Box 443151  
    Moscow, ID 83844-3151

the Coach:                              Tom Jager  
    Last known address on file with  
    University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.



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UNIVERSITY

COACH

\_\_\_\_\_  
Timothy P. White, President      Date

\_\_\_\_\_  
Tom Jager      Date

Approved by the Board of Regents on the \_\_\_\_ day of \_\_\_\_\_, 2005.

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**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Tom Jager (Coach).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's swim team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.5 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on August 15, 2005, and terminating, without further notice to Coach, on August 14, 2010, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

**ARTICLE 3**

3.1 Regular Compensation.

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3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$44,899.60 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

**3.2 Supplemental Compensation**

3.2.1. Each year the women's swim team is the conference champion or co-champion or becomes eligible for the NCAA regional tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head women's swim coach as of the ensuing July 1st, the Coach shall receive supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year Coach shall be eligible to receive supplemental compensation of \$500 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; maintenance of a satisfactory NCAA Academic Progress Rate (APR), honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

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3.2.3 Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's head women's swim coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 The Coach shall receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid in July and one-half shall be paid after the last date of competition. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head women's swim coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside

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consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures

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Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the women's basketball conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

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**ARTICLE 5**

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University of Idaho, and the University's Administrative Procedures Manual.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;



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- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

**5.2 Termination of Coach for Convenience of University.**

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition,

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Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

**5.3 Termination by Coach for Convenience.**

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before August 15, 2006, the sum of \$15,000.00; (b) if the Agreement is terminated between August 16, 2006 and August 15, 2007 inclusive, the sum of \$10,000.00; (c) if the Agreement is terminated between August 16, 2007 and August 15, 2008 inclusive, the sum of \$8,000.00; (d) if the Agreement is terminated between August 16, 2008 and August 15, 2009 inclusive, the sum of \$5,000; (e) if the Agreement is terminated between August 16, 2009 and August 13, 2010 inclusive, the sum of \$2,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur

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administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

**5.4 Termination due to Disability or Death of Coach.**

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party

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or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board of Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.



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Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Timothy P. White, President      Date

\_\_\_\_\_  
Tom Jager,      Date

Approved by the Board of Regents on the \_\_\_\_ day of \_\_\_\_\_, 2005.

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO - continued**

**HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS**

Wayne Phipps, Co-Head Coach for men's and women's track & field and cross country teams, (Attachment 3)

FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective	August 1, 2005
Annual Salary	\$41,828.80
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Additional Compensation	Standard UI and Athletics Department fringe benefits; \$1,000 during the fiscal year in which the championship is achieved; if more than one Team is conference champion or co-champion, the amount remains at \$1,000; \$500 based on the academic achievement and behavior of team; and \$1,000 each year the coach is named conference coach of the year or conference co-coach of the year; if coach is named conference coach of the year or conference co-coach of the year for both the men's and women's track and field and cross country teams, coach will receive \$1,000 for each award
Justification:	Contract Extension

1	<b>WAYNE PHIPPS - TRACK AND FIELD AND CROSS COUNTRY COACH - MULTI-YEAR CONTRACT</b>		
2	<b>MODEL CONTRACT SECTION</b>	<b>UI CONTRACT SECTION</b>	<b>JUSTIFICATION FOR MODIFICATION</b>
3	2.1 Term	2.1 Term	Language modifies the appointment to a three-year contract from August 1, 2005 to July 31, 2008.
4	3.1 Compensation	3.1.1.a Regular Compensation	Language allows for a salary of \$41,828.80 per year
5	3.2 Supplemental Compensation	3.2.1 Supplemental Compensation	Language allows for payment of supplemental compensation for NCAA regional tournament qualification.
6	3.2 Supplemental Compensation	3.2.2 Supplemental Compensation	Language allows for payment of supplemental compensation for team academic achievement and behavior.
7	3.2 Supplemental Compensation	3.2.3 Supplemental Compensation	Language allows for payment of supplemental compensation for designation as Conference Coach of the Year or Conference Co-Coach
8	3.2 Supplemental Compensation	3.2.4 Supplemental Compensation	Language deletes the supplemental compensation for media payment.
9	5.3 Termination by Coach for Convenience	5.3.3 Termination of Coach for Convenience	Language clarifies the monetary remuneration if the Coach terminates this agreement.



## **EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Wayne Phipps (Coach).

### **ARTICLE 1**

- 1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the co-head coach of its intercollegiate track and field and cross country ~~(Sport)~~ teams (Teams). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.6. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).
- 1.7. Duties. Coach shall manage and supervise the Teams and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Teams, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.5 shall cease.

### **ARTICLE 2**

- 2.5. Term. This Agreement is for a fixed-term appointment of three (3) ~~five (5)~~ years, commencing on August 1, ~~2003~~ 2005 and terminating, without further notice to Coach, on July 31, 2008 unless sooner terminated in accordance with other provisions of this Agreement.
- 2.6. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

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ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$41,828.80 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.4 Supplemental Compensation

3.2.3. Each year one of the Teams is the conference champion or co-champion and if Coach continues to be employed as University's co-head coach of its intercollegiate track and field and cross country teams as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000 during the fiscal year in which the championship is achieved. If more than one Team is the conference champion or co-champion, the amount of supplemental compensation will remain \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year Coach shall be eligible to receive supplemental compensation of \$500 based on the academic achievement and behavior of Team members. All teams must demonstrate acceptable academic performance and behavior for Coach to receive supplemental compensation. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; maintenance of a satisfactory NCAA Academic Progress Rate (APR), honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed

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justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.3 Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's co-head track and field and cross country coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,000. If the Coach is named Conference Coach of the Year or Conference Co-Coach of the year for both the men's and women's track and field and cross country teams, Coach will receive \$1,000 for each award. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.4 The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

3.2.4 Coach agrees that the University has the exclusive right to operate track and field and cross country camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's track and field camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. ~~In exchange for Coach's participation in the University (College)'s summer football camps, the University (College) shall pay Coach (amount)~~

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~~per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment).~~

3.2.5 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with [Adidas](#) to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning [Adidas](#) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by [Adidas](#), or give a lecture at an event sponsored in whole or in part by [Adidas](#), or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as co-head track and field and cross country coach. In order to avoid entering into an agreement with a competitor of [Adidas](#), Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including [Adidas](#), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

4.3. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.3.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

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- 4.3.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;
- 4.3.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.3.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the volleyball conference of which the University is a member.
- 4.5 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.
- 4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of

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business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

- 4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.
- 4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

**ARTICLE 5**

- 5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.
  - 5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
    - a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

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- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's

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obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his



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employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before August 1, 2006, the sum of ~~\$3,000.00~~ ~~5,000.00~~; (b) if the Agreement is terminated between August 2, 2006 and ~~July 30, 2008~~ ~~August 1, 2007~~ inclusive, the sum of ~~\$2,000.00~~ ~~\$4,000.00~~; ~~(c) if the Agreement is terminated between August 2, 2007 and August 1, 2008 inclusive, the sum of \$3,000.00; (d) if the Agreement is terminated between August 2, 2008 and August 1, 2010 inclusive, the sum of \$2,000.~~ The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

**5.4 Termination due to Disability or Death of Coach.**

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall

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be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

- 5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

**ARTICLE 6**

- 6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.
- 6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

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- 6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.
- 6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.
- 6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.
- 6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.
- 6.10 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:

the University:

Director of Athletics

University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302

with a copy to:                      President  
University of Idaho  
P.O. Box 443151  
Moscow, ID 83844-3151

the Coach:                      Wayne Phipps  
Last known address on file with  
University's Human Resource Services

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

**6.13 Non-Use of Names and Trademarks.** The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

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UNIVERSITY

COACH

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Timothy P. White, President

Date

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Wayne Phipps

Date

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**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Wayne Phipps (Coach).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the co-head coach of its intercollegiate track and field and cross country teams (Teams). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Teams and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Teams, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.5 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of three ( 3 ) years, commencing on August 1, 2005, and terminating, without further notice to Coach, on July 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

**ARTICLE 3**

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3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$41,828.80 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year one of the Teams is the conference champion or co-champion and if Coach continues to be employed as University's co-head coach of its intercollegiate track and field and cross country teams as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000 during the fiscal year in which the championship is achieved. If more than one Team is the conference champion or co-champion, the amount of supplemental compensation will remain \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year Coach shall be eligible to receive supplemental compensation of \$500 based on the academic achievement and behavior of Team members. All teams must demonstrate acceptable academic performance and behavior for Coach to receive supplemental compensation. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; maintenance of a satisfactory NCAA Academic Progress Rate (APR), honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach



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shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.3 Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's co-head track and field and cross country coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,000. If the Coach is named Conference Coach of the Year or Conference Co-Coach of the year for both the men's and women's track and field and cross country teams, Coach will receive \$1,000 for each award. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to operate track and field and cross country camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's track and field camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties.

3.2.5 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as co-head track and field and cross country coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the volleyball conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that

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would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

**ARTICLE 5**

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other

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employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

**5.2 Termination of Coach for Convenience of University.**

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his

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employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

**5.3    Termination by Coach for Convenience.**

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before August 1, 2006, the sum of \$3,000.00; (b) if the Agreement is terminated between August 2, 2006 and July 30, 2008 inclusive, the sum of \$2,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

**5.4    Termination due to Disability or Death of Coach.**

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the

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Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team

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information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 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





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6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

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Timothy P. White, President      Date

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Wayne Phipps,      Date

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO – continued**

**HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS**

Carla “Yogi” Teevens, Co-Head Coach for men’s and women’s track & field and cross country teams, (Attachment 4)

FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective	August 1, 2005
Annual Salary	\$46,321.60
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Additional Compensation	Standard UI and Athletics Department fringe benefits; \$1,000 during the fiscal year in which the championship is achieved; if more than one Team is conference champion or co-champion, the amount remains at \$1,000; \$500 based on the academic achievement and behavior of team; and \$1,000 each year the coach is named conference coach of the year or conference co-coach of the year; if coach is named conference coach of the year or conference co-coach of the year for both the men’s and women’s track and field and cross country teams, coach will receive \$1,000 for each award

Justification:	Contract Extension
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1	<b>CARLA TEEVENS - TRACK AND FIELD AND CROSS COUNTRY COACH - MULTI-YEAR CONTRACT</b>		
2	<b>MODEL CONTRACT SECTION</b>	<b>UI CONTRACT SECTION</b>	<b>JUSTIFICATION FOR MODIFICATION</b>
3	2.1 Term	2.1 Term	Language modifies the appointment to a three-year contract from August 1, 2005 to July 31, 2008.
4	3.1 Compensation	3.1.1.a Regular Compensation	Language allows for a salary of \$46,321.60 per year
5	3.2 Supplemental Compensation	3.2.1 Supplemental Compensation	Language allows for payment of supplemental compensation for NCAA regional tournament qualification.
6	3.2 Supplemental Compensation	3.2.2 Supplemental Compensation	Language allows for payment of supplemental compensation for team academic achievement and behavior.
7	3.2 Supplemental Compensation	3.2.3 Supplemental Compensation	Language allows for payment of supplemental compensation for designation as Conference Coach of the Year or Conference Co-Coach
8	3.2 Supplemental Compensation	3.2.4 Supplemental Compensation	Language deletes the supplemental compensation for media payment.
9	5.3 Termination by Coach for Convenience	5.3.3 Termination of Coach for Convenience	Language clarifies the monetary remuneration if the Coach terminates this agreement.

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Carla "Yogi" Teevens (Coach).

**ARTICLE 1**

- 1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the [co-head coach of its intercollegiate track and field and cross country](#) teams (Teams). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.8. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).
- 1.9. Duties. Coach shall manage and supervise the Teams and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Teams, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through [3.2.5](#) shall cease.

**ARTICLE 2**

- 2.7. Term. This Agreement is for a fixed-term appointment of ~~five (5)~~ [three \(3\)](#) years, commencing on ~~August 1, 2003~~ [August 1, 2005](#) and terminating, without further notice to Coach, on July 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement.
- 2.8. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

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ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$46,321.60 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.5 Supplemental Compensation

3.2.4. Each year one of the Teams is the conference champion or co-champion and if Coach continues to be employed as University's co-head coach of its intercollegiate track and field and cross country teams as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000 during the fiscal year in which the championship is achieved. If more than one Team is the conference champion or co-champion, the amount of supplemental compensation will remain \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year Coach shall be eligible to receive supplemental compensation of \$500 based on the academic achievement and behavior of Team members. All teams must demonstrate acceptable academic performance and behavior for Coach to receive supplemental compensation. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; maintenance of a satisfactory NCAA Academic Progress Rate (APR), honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above

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and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

- 3.2.3 Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's co-head track and field and cross country coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,000. If the Coach is named Conference Coach of the Year or Conference Co-Coach of the year for both the men's and women's track and field and cross country teams, Coach will receive \$1,000 for each award. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.4 The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

- 3.2.4 Coach agrees that the University has the exclusive right to operate track and field and cross country camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's track and field camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. ~~In exchange for Coach's participation in the University (College)'s summer football camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of his employment as~~

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~~head (Sport) coach at the University (College). This amount shall be paid (terms of payment).~~

- 3.2.5 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with [Adidas](#) to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning [Adidas](#) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by [Adidas](#), or give a lecture at an event sponsored in whole or in part by [Adidas](#), or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as co-head track and field and cross country coach. In order to avoid entering into an agreement with a competitor of [Adidas](#), Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including [Adidas](#), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.
- 3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

- 4.4. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.4.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.4.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which



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enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.4.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.4.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the volleyball conference of which the University is a member.

4.6 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to

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University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

- 4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.
- 4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.
- 4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

**ARTICLE 5**

- 5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.
  - 5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
    - g) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
    - h) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

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- i) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- j) Ten (10) working days' absence of Coach from duty without the University's consent;
- k) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- l) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

- 5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral

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business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

- 5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

- 5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

- 5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

- 5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to her employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that her promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in her employment by entering into this Agreement and that its investment would be lost were she to resign or otherwise terminate her employment with the University before the end of the contract term.

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5.3.2 The Coach, for her own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before August 1, 2006, the sum of \$3,000.00; (b) if the Agreement is terminated between August 2, 2006 and July 30, 2008 inclusive, the sum of \$2,000.00; ~~(c) if the Agreement is terminated between August 2, 2007 and August 1, 2008 inclusive, the sum of \$3,000.00; (d) if the Agreement is terminated between August 2, 2008 and August 1, 2010 inclusive, the sum of \$2,000.~~ The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which she is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment,

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Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

- 5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

- 6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.
- 6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

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- 6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.
- 6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.
- 6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.
- 6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports she is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.
- 6.10 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:

the University:

Director of Athletics  
University of Idaho  
P.O. Box 442302  
Moscow, Idaho 83844-2302





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UNIVERSITY

COACH

\_\_\_\_\_  
Timothy P. White, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carla "Yogi" Teevens

\_\_\_\_\_  
Date

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**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Carla "Yogi" Teevens (Coach).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the co-head coach of its intercollegiate track and field and cross country teams (Teams). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Teams and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Teams, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.5 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of three ( 3 ) years, commencing on August 1, 2005 and terminating, without further notice to Coach, on July 31, 2008, unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

**ARTICLE 3**

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**3.1     Regular Compensation.**

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a)     An annual salary of \$46,321.60 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b)     The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c)     The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

**3.2     Supplemental Compensation**

3.2.1. Each year one of the Teams is the conference champion or co-champion and if Coach continues to be employed as University's co-head coach of its intercollegiate track and field and cross country teams as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000 during the fiscal year in which the championship is achieved. If more than one Team is the conference champion or co-champion, the amount of supplemental compensation will remain \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year Coach shall be eligible to receive supplemental compensation of \$500 based on the academic achievement and behavior of Team members. All teams must demonstrate acceptable academic performance and behavior for Coach to receive supplemental compensation. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; maintenance of a satisfactory NCAA Academic Progress Rate (APR), honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach

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shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.3 Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's co-head track and field and cross country coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,000. If the Coach is named Conference Coach of the Year or Conference Co-Coach of the year for both the men's and women's track and field and cross country teams, Coach will receive \$1,000 for each award. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to operate track and field and cross country camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's track and field camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties.

3.2.5 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as co-head track and field and cross country coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the

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terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

**ARTICLE 4**

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the volleyball conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to

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the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

**ARTICLE 5**

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a



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member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

**5.2    Termination of Coach for Convenience of University.**

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to her employment with University, which damages are extremely difficult to determine with

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

**5.3    Termination by Coach for Convenience.**

5.3.1 The Coach recognizes that her promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in her employment by entering into this Agreement and that its investment would be lost were she to resign or otherwise terminate her employment with the University before the end of the contract term.

5.3.2 The Coach, for her own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before August 1, 2006, the sum of \$3,000.00; (b) if the Agreement is terminated between August 2, 2006 and July 30, 2008 inclusive, the sum of \$2,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her right to receive all supplemental compensation and other payments.

**5.4    Termination due to Disability or Death of Coach.**

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which she is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

**ARTICLE 6**

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished

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to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports she is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 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

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shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Director of Athletics University of Idaho P.O. Box 442302 Moscow, Idaho 83844-2302
with a copy to:	President University of Idaho P.O. Box 443151 Moscow, ID 83844-3151
the Coach:	Carla "Yogi" Teevens Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of her official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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6.16 Opportunity to Consult with Attorney. The Coach acknowledges that she has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Timothy P. White, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carla "Yogi" Teevens,

\_\_\_\_\_  
Date

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**

**SUBJECT**

Review of board policies and procedures relating to salaries/compensation

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II: Subsections C., E.2., F.2. & G.2.

**BACKGROUND**

Several sections of Board policy are related to institutional and/or agency compensation matters.

**DISCUSSION**

Board members have expressed an interest to better understand existing Board policy and institutional procedures relating to compensation policies. In addition, Board members desire to better understand the various procedures that are in place for reporting salary/compensation changes at institutions or agencies.

**IMPACT**

Board discussion and/or decisions may cause existing policy or procedures regarding compensation to be revised. Alternatively, no changes may be made.

**STAFF COMMENTS AND RECOMMENDATIONS**

Attached are sections of existing Board policy relating to compensation and reporting. Certain areas of the text have been highlighted in yellow to emphasize Board involvement in the compensation process.

Staff will be prepared to discuss existing policy and reporting procedures, including annual institutional operating budgets.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

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**Subsection C: Reporting and Accountability**

1. The Board, in entrusting its vested personnel authority to the chief executive officers, expects compliance with these policies and procedures and with the directives and orders of the Board. To ensure this, the Board requires complete accountability from the chief executive officers.
2. The Board may, at any time, require reports or schedules of any and all personnel actions delegated to the chief executive officers.

The executive director is hereby delegated the full authority to call for, at any time, any such reports or schedules that the Board itself could require.

3. All reports and schedules shall be uniform and in the form and content as directed by the Board or, in the absence of Board specifications, as prescribed by the executive director.
4. In addition to any reports or schedules requested by the Board, the following schedules and reports shall be standing directives to the chief executive officers:
  - a. In October of each year, a report of the supplemental or additional compensation (or payment of bonuses or contractual incentive pay) made to athletic department personnel (at the institutions only) in the preceding year, and including anticipated costs in the ensuing year. Additionally, the October report should include information on each coach's performance relative to the academic incentives of his or her contract.
  - b. A semi-annual report of all items listed below, which should include, the name of the appointee, position to which appointed, area or department of assignment, salary and effective date of appointment, and any other information as prescribed by the executive director:
    - (1) a list of all employees receiving an increase in salary in excess of twenty percent (20%) or greater than \$15,000.
    - (2) a list of those employees appointed to positions at the level of dean or assistant vice president or higher, or who report directly to the chief executive officer, not otherwise reported or requiring Board approval.

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- (3) a statistical summary report of benefit eligible employees appointed to any type of nonclassified position, not otherwise reported or requiring prior Board approval.
  - (4) a list of supplemental compensation to nonclassified employees in addition to their regular salaries.
  - (5) a list of faculty members that were granted tenure.
  - (6) a list of employees granted a change in faculty rank.
  - (7) a list of employees granted professional leave or sabbatical leave with or without compensation, along with a brief statement of the purposes of each.
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**Subsection E: Policies Regarding Classified Employees**

2. Compensation

Compensation for classified employees shall be in accordance with Chapter 53, Title 67, Idaho Code. Compensation for University of Idaho classified employees shall be in accordance with the policies of the University of Idaho and these policies.

No classified or University of Idaho classified employee will receive an automobile or automobile allowance as part of his/her compensation.

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**Subsection F: Policies Regarding Nonclassified Employees**

2. Compensation

- a. Salary - All nonclassified employees shall receive a fixed salary. Payment in addition to the fixed salary may be authorized by the chief executive officer and reported to the Board. All initial salaries for nonclassified employees are established by the chief executive officer, subject to approval by the Board where applicable. The Board may make subsequent changes for any nonclassified employee salary or may set annual salary guidelines and delegates to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective or paid to the nonclassified employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.

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b. Salaries, Salary Increases and other Compensation related items

- (1) Salaries for new appointments to dean, associate/assistant dean, vice president, and president/vice president direct-report positions may not exceed the median rate for such position established by the College and University Professional Association for Human Resources (CUPA), or its equivalent, without prior Board approval.
- (2) Appointments to acting or interim positions shall be at base salary rates no greater than ten percent (10%) more than the appointees' salary rate immediately prior to accepting the interim appointment or ninety-five percent (95%) of the prior incumbent's rate, whichever is greater.
- (3) Overtime Compensation - Nonclassified employees earning annual leave at the equivalent rate of two (2) days for each month or major fraction thereof of credited state service are not eligible for either cash compensation or compensatory time off for overtime work. Nonclassified employees in positions that are defined as "non-exempt" under the Fair Labor Standards Act earn overtime at a rate of one and one-half (1½) hours for each overtime hour worked. Other nonclassified employees may earn compensatory time off at the discretion of the chief executive officer at a rate not to exceed one (1) hour of compensatory time for each hour of overtime worked.
- (4) Credited State Service - The basis for earning credited state service will be the actual hours paid not to exceed forty (40) per week.
- (5) Pay Periods - All nonclassified employees are paid in accordance with a schedule established by the state controller.
- (6) Automobile Exclusion - Unless expressly authorized by the Board, no nonclassified employee will receive an automobile or automobile allowance as part of his or her compensation.

**Subsection G: Policies Regarding Faculty (Institutional Faculty Only)**

2. Compensation

a. Salary

All initial salaries for faculty employees are established by the chief executive officer, subject to approval by the Board where applicable. Payment in addition to regular salaries must be authorized by the chief executive officer and reported to the Board. The Board may make subsequent changes for faculty employee positions or may set annual salary guidelines and delegate to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective and paid to the employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board Authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.

b. Salaries, Increases and other Compensation related items

- (1) For purposes of categorizing faculty employees for salary and reporting purposes, the following definition applies: Faculty includes all persons whose specific assignments customarily are made for the purpose of conducting instruction, research, or public service as a principal activity (or activities), and who hold the following academic rank or titles of professor, associate professor, assistant professor, instructor, lecturer, or the equivalent of any of these academic ranks. Report in this category deans, directors, or the equivalents, as well as associate deans, assistant deans, and executive officers of academic departments (chairpersons, heads, or the equivalent) if their principal activity is instructional. Do not include student teaching or research assistants or medical interns or residents. (For reporting purposes, deans, associate deans, and assistant deans are included in the as executive/administrative category.)
- (2) Credited State Service - A faculty member employed for an academic year and paid over a twelve-month period will be credited with twelve (12) months of state service.
- (3) Pay Periods - All faculty employees, including those on academic-year appointments, are paid in accordance with a schedule established by the state controller.
- (4) Automobile Exclusion - Unless expressly authorized by Board policy, no faculty employee will receive an automobile or automobile allowance as part of his/her compensation.

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**INSTITUTION / AGENCY AGENDA**  
**IDAHO STATE UNIVERSITY**

**SUBJECT**

Review of salary increases.

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>BOISE STATE UNIVERSITY</b> Presentation of New Campus Master Plan	Motion to approve
<b>2</b>	<b>BOISE STATE UNIVERSITY</b> Eminent Domain – Property Acquisition	Motion to approve
<b>3</b>	<b>BOISE STATE UNIVERSITY</b> Plan & Design of Student Union Building Expansion & Parking Deck	Motion to approve
<b>4</b>	<b>BOISE STATE UNIVERSITY</b> Purchase of Specialized Electron Microscope	Motion to approve
<b>5</b>	<b>BOISE STATE UNIVERSITY</b> Citadel Communications Contract Addendum over \$500K	Motion to approve
<b>6</b>	<b>BOISE STATE UNIVERSITY</b> Interactive Learning Center Increased Construction Costs	Information item
<b>7</b>	<b>IDAHO STATE UNIVERSITY</b> Two Requests for Proposal: Replacement Hardware / Operating System; and Convert to UNIX-Based System	Motion to approve
<b>8</b>	<b>UNIVERSITY OF IDAHO</b> Property Easement – Hagerman Aquaculture	Motion to approve
<b>9</b>	<b>UNIVERSITY OF IDAHO</b> Property Easement – UI Experimental Forest	Motion to approve
<b>10</b>	<b>LEWIS-CLARK STATE COLLEGE</b> Sale of Property – Student Residence	Motion to approve

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>11</b>	<b>FY2007 BUDGET REVISIONS</b>	Motions to approve
<b>12</b>	<b>AMENDMENT OF BOARD POLICY</b> Section V.S.2. – Enrollment Workload Adjustment Base Multiplier - 1 <sup>st</sup> Reading	Motion to approve
<b>13</b>	<b>AMENDMENT OF BOARD POLICY</b> Section V.E – Gifts & Affiliated Foundations – 1 <sup>st</sup> Reading	Motion to approve
<b>14</b>	<b>COLLEGE &amp; UNIVERSITIES</b> Sources And Uses Of Funds	Information item



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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University requests approval of its 2005 Campus Master Plan Update.

**REFERENCE**

March 1997	Boise State University 1997 campus master plan was presented to the Board
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**APPLICABLE STATUE, RULE, OR POLICY**

NA

**BACKGROUND**

The current campus master plan, developed by the Zimmer Gunsul Frasca Partnership (ZGFP), was completed in 1997. Using the University's concept of a "distributed campus" as the model for the Boise State University campus of the future, the Zimmer Gunsul Frasca Partnership developed framework master plans for both the Boise and West Campuses in 1996-97. ZGFP was selected to develop the original campus master plan through a qualification-based selection process administered by the Division of Public Works (DPW). The 1997 campus master plan was presented to the State Board of Education in 1997. When the decision was made to update the campus master plan in 2004, the University requested and received approval from the Division of Public Works and the Permanent Building Fund Advisory Council (PBFAC) to hire ZGFP as the planning consultant for the update to this plan. The University paid \$109,400 to ZGFP to complete this master plan update.

**DISCUSSION**

Boise State has made some impressive gains in positioning itself as a metropolitan university in the west. There is an opportunity to develop a unique mission for Boise State with the convergence of the institution's metropolitan character, traditional undergraduate teaching mission, and the research and advanced graduate study offered by the faculty. Many of the principles embodied in the campus master plan update were originally developed in the 1997 campus framework master plan. The most notable difference between the original master plan and the update is in the redefinition of Boise State University as a metropolitan research university of distinction. The most profound changes in the master plan are the proposed facilities site groupings to achieve affinities between interdisciplinary programs and departments. This effort was influenced by the University's academic plans and priorities.

**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY - continued**

The master planning effort was led by a 12-member campus master plan committee working with ZGFP architects. Input for the plan update was solicited from this committee; university students, faculty, and staff; residents of the surrounding neighborhoods; the Ada County Highway District; the Boise City Planning Department; and the Boise Parks and Recreation Department. ZGFP and university officials made presentations of the draft update campus master plan to the university community including students, faculty, and staff and neighborhood residents to solicit their responses to the document. After the campus master plan update has been approved by the State Board of Education, it will be made available to the public via a University web site and other publications. University staff will make a formal request to the Boise City Council to integrate the campus master plan update into the City's Comprehensive Plan, as is the current campus master plan.

**IMPACT**

This new document provides a campus framework analysis and a master plan that summarizes facility improvements and building sites through 2015 and beyond. It will serve as a guide for future property acquisition, utility and infrastructure projects and new and upgraded facilities. This master plan will serve as a fundamental cornerstone to the development of the future Boise State University Campus. In prior Board meetings, the Board has directed the University to update the master plan prior to requesting approval to construct new facilities.

**STAFF COMMENTS AND RECOMMENDATIONS**

The master planning document has been printed as a separate document by BSU and will be provided with the agenda materials.

As noted above in "Impact", the Board did direct BSU to update its master plan; staff suggests similar guidance be provided to the other institutions at an appropriate time (new president at ISU, for example). In addition, the Board should make clear to the institutions that approval of a master plan does not automatically construe permission to that institution to proceed with any property acquisition or facility construction – existing Board policy must still be followed.

Staff will not have had time for anything more than a cursory review of the master planning document prior to presentation to the Board, and therefore will not be able to provide explanation or analysis of the document or BSU's intentions. Officials from Boise State University will be available to answer questions and provide additional comments.

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY - continued**

**BOARD ACTION**

A motion to approve the 2005 Campus Master Plan Update for Boise State University, as presented at the October 17, 2005 Board meeting. It is expected this document will be used as a framework for future campus development.

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

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University seeks approval for purchase of property including the use of eminent domain if necessary.

**REFERENCE**

October 2005                      Campus Master Plan item

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-3804(c), Idaho Code – eminent domain power of the Board and University.

Sections 7-701 through 7-721, Idaho Code – Eminent domain statutes, in general.

**BACKGROUND**

The University seeks approval of the right to acquire various parcels of property, via eminent domain (if necessary), to be used for University expansion purposes.

**DISCUSSION**

N/A

**STAFF COMMENTS AND RECOMMENDATIONS**

The BSU campus master planning document is being presented as a separate agenda item at this Board meeting. This request is part of BSU's ongoing property acquisition process.

Staff recommends approval.

**BOARD ACTION**

A motion to authorize Boise State University to acquire, within funds available to the institution, real property identified in its master plan and to execute all documents necessary to acquire the property and to utilize its power of eminent domain if necessary. The Vice President of Finance and Administration at BSU is hereby authorized to execute all documents necessary on behalf of the State Board of Education, subject to final review by the Board's Executive Director and legal counsel.

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

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

**SECTION 33-3804(C), IDAHO CODE – The eminent domain power of the Board and University.**

33-3804. POWERS AND DUTIES OF STATE INSTITUTIONS. Every institution shall have power in its proper name as aforesaid:

- (a) To have a corporate seal and alter the same at pleasure;
- (b) To sue and be sued;
- (c) To acquire by purchase, gift or the exercise of the right of eminent domain and hold and dispose of real or personal property or rights or interests therein and water rights;

**SECTION IDAHO CODE SECTIONS 7-701 THROUGH 7-721 – Eminent domain statutes, in general.**

7-701. USES FOR WHICH AUTHORIZED. Subject to the provisions of this chapter, the right of eminent domain may be exercised in behalf of the following public uses:

1. Public buildings and grounds for the use of the state, and all other public uses authorized by the legislature.

2. Public buildings and grounds for the use of any county, incorporated city or school district; canals, aqueducts, flumes, ditches or pipes for conducting water for use on state property or for the use of the inhabitants of any county or incorporated city, or for draining state property for any county or incorporated city, raising the banks of streams, removing obstructions therefrom and widening, deepening or straightening their channels, roads, streets, alleys, and all other public uses for the benefit of the state or of any county, incorporated city or the inhabitants thereof.

3. Wharves, docks, piers, chutes, booms, ferries, bridges, toll roads, byroads, plank and turnpike roads, steam, electric and horse railroads, reservoirs, canals, ditches, flumes, aqueducts and pipes, for public transportation supplying mines and farming neighborhoods with water, and draining and reclaiming lands, and for storing and floating logs and lumber on streams not navigable.

4. Roads, tunnels, ditches, flumes, pipes and dumping places for working mines; also outlets, natural or otherwise, for the flow, deposit or conduct of tailings or refuse matter from mines; also, an occupancy in common by the owners or possessors of different mines of any place for the flow, deposit or conduct of tailings or refuse matter from their several mines.

5. Byroads, leading from highways to residences and farms.

6. Telephones, telegraph and telephone lines.

7. Sewerage of any incorporated city.

8. Cemeteries for the burial of the dead, and enlarging and adding to the same and the grounds thereof.

9. Pipe lines for the transmission, delivery, furnishing or distribution of natural or manufactured gas for light, heat or power, or for the transportation of crude petroleum or petroleum products; also for tanks, reservoirs, storage, terminal and pumping facilities, telephone, telegraph and power lines necessarily incident to such pipe lines.

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10. Snow fences or barriers for the protection of highways from drifting snow.
11. Electric distribution and transmission lines for the delivery, furnishing, distribution, and transmission of electric current for power, lighting, heating or other purposes; and structures, facilities and equipment for the production, generation, and manufacture of electric current for power, lighting, heating or other purposes.

7-702. ESTATES SUBJECT TO TAKING. The following is a classification of the estates and rights in lands subject to be taken for public use:

1. A fee simple, when taken for public buildings or grounds, or for permanent buildings, for reservoirs and dams and permanent flooding occasioned thereby, or for an outlet for a flow, or a place for the deposit of debris or tailings of a mine.
2. An easement, when taken for any other use.
3. The right of entry upon, and occupation of, lands, and the right to take therefrom such earth, gravel, stones, trees and timber as may be necessary for some public use.

7-703. PRIVATE PROPERTY SUBJECT TO TAKING. The private property, which may be taken under this chapter includes:

1. All real property belonging to any person.
2. Lands belonging to the government of the United States, to this state, or to any county, incorporated city, or city and county, village or town, not appropriated to some public use.
3. Property appropriated to public use; but such property shall not be taken unless for a more necessary public use than that to which it has been already appropriated.
4. Franchises for toll roads, toll bridges and ferries, and all other franchises; but such franchises shall not be taken unless for free highways, railroads or other more necessary public use.
5. All rights of way for any and all the purposes mentioned in section 7-701, and any and all structures and improvements thereon, and the lands held or used in connection therewith, shall be subject to be connected with, crossed or intersected by any other right of way or improvements or structures thereon. They shall also be subject to a limited use, in common with the owners thereof, when necessary, but such uses, crossings, intersections and connections shall be made in the manner most compatible with the greatest public benefit and least private injury.
6. All classes of private property not enumerated may be taken for public use when such taking is authorized by law.

7-704. FACTS PREREQUISITE TO TAKING. Before property can be taken it must appear:

1. That the use to which it is to be applied is a use authorized by law.
2. That the taking is necessary to such use.
3. If already appropriated to some public use, that the public use to which it is to be applied is a more necessary public use.
4. In addition, for an electrical transmission line with a capacity in excess of two hundred thirty (230) KV (kilovolts), to be constructed over private real property actively devoted to agriculture, that a public meeting shall have been held following ten (10) days' notice, as provided by section

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60-109, Idaho Code, being published in a newspaper of general circulation in each county or counties in which the transmission line is proposed to be located with the last publication of the legal notice having occurred prior to the public meeting at which testimony from interested persons regarding the transmission line location is received.

7-704A. ACQUISITION OF OMITTED LANDS -- ESCROW OF FUNDS. (1) The state of Idaho, or any of its political subdivisions, in exercising its powers of eminent domain, shall acquire and pay full value for all lands classified as omitted lands under federal legislation as though the state of

Idaho or any political subdivision therein were receiving fee simple title.

(2) The state of Idaho or any political subdivision thereof shall be entitled to escrow the funds for the acquisition of the omitted lands until a letter of acquiescence or other documentation is received from the federal government, at which time all of the funds shall be remitted to the landholder.

7-705. SURVEY AND LOCATION OF LAND. In all cases where land is required for public use the state or its agents in charge of such use may survey and locate the same, but it must be located in the manner which will be most compatible with the greatest public good and the least private injury, and subject to the provisions of this chapter. The state or its agents in charge of such public use, may enter upon the land and make examinations, surveys and maps thereof, and such entry shall constitute no cause for action in favor of the owners of the land, except for injuries resulting from negligence, wantonness or malice.

7-706. JURISDICTION IN DISTRICT COURT -- COMMENCEMENT OF PROCEEDINGS. All proceedings under this chapter must be brought in the district court for the county in which the property is situated. They must be commenced by filing a complaint and issuing a summons thereon.

7-707. COMPLAINT. The complaint must contain:

1. The name of the corporation, association, commission or person in charge of the public use for which the property is sought, who must be styled plaintiff.

2. The names of all owners and claimants of the property, if known, or a statement that they are unknown, who must be styled defendants.

3. A statement of the right of the plaintiff.

4. If a right of way be sought, the complaint must show the location, general route and termini, and must be accompanied with maps thereof.

5. A description of each piece of land sought to be taken, and whether the same includes the whole, or only a part, of an entire parcel or tract. All parcels lying in the county, and required for the same public use, may be included in the same or separate proceedings, at the option of the plaintiff, but the court may consolidate or separate them to suit the convenience of the parties.

6. In all cases where the owner of the lands sought to be taken resides in the county in which said lands are situated, a statement that the plaintiff has sought, in good faith, to purchase the lands so sought to be taken, or settle with the owner for the damages which might result to his property from the taking thereof, and was unable to make any



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reasonable bargain therefore, or settlement of such damages; but in all other cases these facts need not be alleged in the complaint, or proved.

7-708. **SUMMONS.** The clerk must issue a summons, which must contain the names of the parties, a general description of the whole property, a statement of the public use for which it is sought, and a reference to the complaint for descriptions of the respective parcels, and a notice to the defendants to appear and show cause why the property described should not be condemned as prayed for in the complaint. In all other particulars it must be in the form of a summons in civil actions, and must be served in like manner.

7-709. **PERSONS ENTITLED TO DEFEND.** All persons in occupation of, or having or claiming an interest in, any of the property described in the complaint, or in the damages for the taking thereof, though not named, may appear, plead and defend, each in respect to his own property or interest, or that claimed by him, in like manner as if named in the complaint.

7-710. **POWERS OF COURT.** The court shall have power:

1. To regulate and determine the place and manner of making connections and crossings, or of enjoying the common use mentioned in the fifth subdivision of section 7-703.
2. To hear and determine all adverse or conflicting claims to the property sought to be condemned, and to the damages therefor.
3. To determine the respective rights of different parties seeking condemnation of the same property.

7-711. **ASSESSMENT OF DAMAGES.** The court, jury or referee must hear such legal testimony as may be offered by any of the parties to the proceedings, and thereupon must ascertain and assess:

1. The value of the property sought to be condemned, and all improvements thereon pertaining to the realty, and of each and every separate estate or interest therein; if it consists of different parcels, the value of each parcel and each estate or interest therein shall be separately assessed. For purposes of ascertaining the value of the property, the assessed value for property tax purposes shall be used as the minimum amount for damages unless the court, jury or referee finds the property has been altered substantially.
2. If the property sought to be condemned constitutes only a part of a larger parcel: (a) the damages which will accrue to the portion not sought to be condemned, by reason of its severance from the portion sought to be condemned, and the construction of the improvement in the manner proposed by the plaintiff; and (b) the damages to any business qualifying under this subsection having more than five (5) years' standing which the taking of a portion of the property and the construction of the improvement in the manner proposed by the plaintiff may reasonably cause. The business must be owned by the party whose lands are being condemned or be located upon adjoining lands owned or held by such party. Business damages under this subsection shall not be awarded if the loss can reasonably be prevented by a relocation of the business or by taking steps that a reasonably prudent person would take, or for damages caused by temporary business interruption due to construction; and provided further that compensation for business

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damages shall not be duplicated in the compensation otherwise awarded to the property owner for damages pursuant to subsections (1) and (2) (a) of section 7-711, Idaho Code.

(i) If the business owner intends to claim business damages under this subsection, the owner, as defendant, must submit a written business damage claim to the plaintiff within ninety (90) days after service of the summons and complaint for condemnation. The plaintiff's initial offer letter or accompanying information must expressly inform the defendant of its rights under this subsection, and must further inform the defendant of its right to consult with an attorney.

(ii) The defendant's written claim must be sent to the plaintiff by certified mail, return receipt requested. Absent a showing of a good faith justification for the failure to submit a business damage claim within ninety (90) days, or an agreed extension by the parties, the court shall strike the defendant's claim for business damages in any condemnation proceeding.

(iii) The business damage claim must include an explanation of the nature, extent, and monetary amount of such claimed damages and must be prepared by the owner, a certified public accountant, or a business damage expert familiar with the nature of the operations of the defendant's business.

The defendant shall also provide the plaintiff with copies of the defendant's business records that substantiate the good faith offer to settle the business damage claim. The business damage claim must be clearly segregated from the claim for property damages pursuant to subsections (1) and (2)(a) of section 7-711, Idaho Code.

(iv) As used in this subsection, the term "business records" includes, but is not limited to, copies of federal and state income tax returns, state sales tax returns, balance sheets, and profit and loss statements for the five (5) years preceding which are attributable to the business operation on the property to be acquired, and other records relied upon by the business owner that substantiate the business damage claim.

(v) The plaintiff's good faith in failing to offer compensation for business damages shall not be contested at a possession hearing held pursuant to section 7-721, Idaho Code, if the defendant has not given notice of its intent to claim business damages prior to the date of filing of the motion that initiates the proceeding under that section.

3. Separately, how much the portion not sought to be condemned, and each estate or interest therein, will be specially and directly benefited, if at all, by the construction of the improvement proposed by the plaintiff; and if the benefit shall be equal to the damages assessed, under subsection 2. of this section, the owner of the parcel shall be allowed no compensation except the value of the portion taken; but if the benefit shall be less than the damages so assessed, the former shall be deducted from the latter, and the remainder shall be the only damages allowed in addition to the value.

4. If the property sought to be condemned be for a railroad, the cost of good and sufficient fences along the line of such railroad, and the cost of cattle guards where fences may cross the line of such railroad.

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5. As far as practicable, compensation must be assessed for each source of damages separately.

6. If the property sought to be condemned is private real property actively devoted to agriculture, the damages which will accrue because of the costs, if any, of farming around electrical transmission line structure(s) for a transmission line with a capacity in excess of two hundred thirty (230) KV (kilovolts). If the property sought to be condemned has been the subject of a previous condemnation proceeding or proceedings for electrical transmission line structure(s) and at the time of condemnation the field holds other electrical transmission line structure(s), such evidence of costs referred to above may also include the cumulative effects, if any, of conducting farming operations around other electrical transmission line structure(s) in the same field, whether such structure(s) are of the condemner or not.

7-711A. ADVICE OF RIGHTS FORM -- RIGHTS WHEN CONDEMNING AUTHORITY ACQUIRES PROPERTY. Whenever a state or local unit of government or a public utility is beginning negotiations to acquire a parcel of real property in fee simple, the condemning authority shall provide the owner of the property a form containing a summary of the rights of an owner of property to be acquired under this chapter. If the condemning authority does not supply the owner of the real property with this form, there will be a presumption that any sale or contract entered into between the condemning authority and the owner was not voluntary and the condemning authority may be held responsible for such relief, if any, as the court may determine to be appropriate considering all of the facts and circumstances. The form shall contain substantially the following:

(1) The (name of entity allowed to use eminent domain proceedings pursuant to chapter 7, title 7, Idaho Code) has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised

when:

- (a) The property is needed for a public use authorized by Idaho law;
- (b) The taking of the property is necessary to such use;
- (c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.

(2) The condemning authority must negotiate with the property owner in good faith to purchase the property sought to be taken and/or to settle with the owner for any other damages which might result to the remainder of the owner's property.

(3) The owner of private property to be acquired by the condemning authority is entitled to be paid for any diminution in the value of the owner's remaining property which is caused by the taking and the use of the property taken proposed by the condemning authority. This compensation, called

"severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking.

Damages are assessed according to Idaho Code.

(4) The value of the property to be taken is to be determined based upon the highest and best use of the property.

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(5) If the negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to assessment of damages from a court, jury or referee as provided by Idaho law.

(6) The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process at the owner's cost and expense.

(7) The condemning authority shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the condemning authority. Once a complaint for condemnation is filed, the Idaho rules of civil procedure control the disclosure of appraisals.

(8) The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which the condemning authority condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by the condemning authority by ten percent (10%) or more, the condemning authority may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

(9) The form contemplated by this section shall be deemed delivered by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.

(10) If a condemning authority desires to acquire property pursuant to this chapter, the condemning authority or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this chapter null and void.

(11) Nothing in this section changes the assessment of damages set forth in section 7-711, Idaho Code.

**7-712. DAMAGES -- DATE OF ACCRUAL.** For the purpose of assessing compensation and damages, the right thereto shall be deemed to have accrued at the date of the summons, and its actual value, at that date, shall be the measure of compensation for all property to be actually taken, and the basis of damages to property not actually taken, but injuriously affected, in all cases where such damages are allowed, as provided in the last section. No improvements put upon the property subsequent to the date of the service of summons shall be included in the assessment of compensation or damages. The compensation and damages awarded shall draw lawful interest from the date of the summons.

**7-713. CURING DEFECTIVE TITLE.** If the title attempted to be acquired is found to be defective from any cause, the plaintiff may again institute proceedings to acquire the same as in this chapter prescribed.

**7-714. PAYMENT OF DAMAGES.** The plaintiff must, within thirty (30) days after final judgment, pay the sum of money assessed, but may, at the time of or before payment, elect to build the fences and cattle guards, and, if he so elect, shall execute to the defendant a bond, with sureties to be approved by the court, in double the assessed cost of

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the same, to build such fences and cattle guards within eight (8) months from the time the railroad is built on the land taken, and, if such bond is given, need not pay the cost of such fences and cattle guards. In an action on such bond the plaintiff may recover reasonable attorney's fees.

7-715. PAYMENT OF DAMAGES -- FAILURE TO MAKE PAYMENT. Payment may be made to the defendants entitled thereto, or the money may be deposited in court for the defendants, and be distributed to those entitled thereto. If the money be not so paid or deposited, the defendants may have execution as in civil cases; and if the money cannot be made on execution, the court, upon a showing to that effect, must set aside and annul the entire proceedings, and restore possession of the property to the defendant, if possession has been taken by the plaintiff.

7-716. FINAL ORDER OF CONDEMNATION. When payments have been made and the bond given, if the plaintiff elects to give one, as required by the last two (2) sections, the court must make final order of condemnation, which must describe the property condemned and the purposes of such condemnation. A copy of the order must be filed in the office of the recorder of the county, and thereupon the property described therein shall vest in the plaintiff for the purposes therein specified.

7-717. POSSESSION BY PLAINTIFF -- PAYMENT OF DAMAGES -- APPOINTMENT OF COMMISSIONERS. At any time after trial and judgment entered, or pending an appeal from the judgment to the Supreme Court, whenever the plaintiffs shall have paid into the court for the defendant the full amount of the judgment, and such further sum as shall be required by the court as a fund to pay any further damages and costs that may be recovered in said proceedings, as well as all damages that may be sustained by the defendant, if for any cause the property shall not be finally taken for public use, the district court in which the proceeding was tried may, upon notice of not less than ten (10) days, authorize the plaintiff, if already in possession, to continue therein, and if not, to take possession of and use the property during the conclusion of the litigation, and may, if necessary, stay all actions and proceedings against the plaintiff on account thereof.

The defendant who is entitled to the money paid into court for him upon any judgment, shall be entitled to demand and receive the same at any time thereafter, upon obtaining an order therefor from the court. It shall be the duty of the court, or the judge thereof, upon application being made by such defendant, to order and direct that the money so paid into court for him, be delivered to him upon his filing a satisfaction of the judgment, or upon his filing a receipt therefor, and an abandonment of all defenses to the action or proceeding, except as to the amount of damages that he may be entitled to in the event that a new trial shall be granted. A payment to a defendant as aforesaid shall be held to [be] an abandonment by such defendant of all defenses interposed by him, excepting his claim for greater compensation. The court may order the money to be deposited in the county treasury, and in such case it shall be the duty of the treasurer to receive all such moneys, duly receipt for, and safely keep the same, and to pay out such moneys in such manner, and at such times, as the court or judge thereof may direct, and for such duty he shall be liable to the plaintiff upon his official bond; provided further, that at any time after the commencement of proceedings in the district court, as provided for in this chapter, to

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condemn property, and upon ten (10) days' notice to the adverse party, the district court or the judge thereof may appoint three (3) disinterested persons, who shall be residents of the county in which the land is situated, as commissioners to assess and determine the damages that the defendant will sustain by reason of the condemnation and appropriation of the property described in the complaint, and the said commissioners shall, before entering upon the discharge of their duties, take and subscribe an oath to faithfully and impartially discharge their duties as such commissioners. Such commissioners shall, within five (5) days of their appointment, give notice in writing of the time and place where they will meet for the purpose aforesaid, which time shall not be less than five (5) days nor more than ten (10) days from the date of giving said notice, and which place shall be within five (5) miles of the premises aforesaid, unless another time or place is agreed upon by the commissioners and the parties. At the time and place mentioned in such notice they may administer oaths to witnesses, and hear the evidence offered by the parties, and, after viewing the premises, shall report in writing their proceedings and the damages which they find the defendant will sustain by reason of the condemnation and appropriation of said property, which report shall be signed by said commissioners, or a majority thereof, and be filed in the office of the clerk of the district court in which such action shall be pending within ten days of the date of the conclusion of the commissioners' proceedings unless additional time therefor is granted by the court or judge thereof; and at any time after payment to the defendant of the amount so assessed and found by said commissioners as damages, or in case the defendant shall refuse to receive the same, then at any time after such amount shall be deposited with the clerk of the said court to abide the result of said action, the plaintiff may enter upon, and take possession of and use, the property mentioned in the complaint and do such work thereon as may be required for the easement or title sought according to its nature, until the final conclusion of the litigation concerning the same: provided further, that at the time of making such payment to the defendant of the amount so assessed and found by said commissioners as damages, or in case the defendant shall refuse to receive the same, then at any time after such amount shall be deposited with the clerk of the said court to abide the result of said action, the plaintiff may elect to build the fences, cattle guards and other structures by said commissioners found to be necessary, and may execute to the defendant a bond as provided in Section 7-714.

7-718. COSTS. Costs may be allowed or not, and, if allowed, may be apportioned between the parties on the same or adverse sides in the discretion of the court.

7-720. APPLICATION TO MUNICIPALITIES. Nothing in this code must be construed to abrogate or repeal any statute provided for the taking of property in any municipality for street purposes. Any municipality at its option may exercise the right of eminent domain under the provisions of this chapter for any of the uses and purposes mentioned in sections 50-1124 and 50-1125, in like manner and to the same extent as for any of the purposes mentioned in section 7-701.

7-721. POSSESSION BY PLAINTIFF PENDING TRIAL. In any proceeding under the provisions of this chapter whereby the state of Idaho, or any board, agency or political

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subdivision thereof, or municipality therein, is seeking to acquire real property necessary for the construction, maintenance, alteration, and repair of freeways, expressways, highways, roads, streets, airports, and any necessary structures or appurtenances needed in connection therewith, or the construction and extension of culinary water systems, sewers and sewerage systems, including sewerage treatment facilities, the plaintiff may take possession of and use such property at any time after just compensation has been judicially determined and payment thereof made into court. Judicial determination shall be satisfied by the following requirements:

(1) At any time after an action for condemnation has been commenced under the provisions of this chapter and after the defendant has made an appearance, the plaintiff may file a motion asking that said plaintiff be placed in lawful possession of and have the use of said property and the court shall fix a date, not less than ten (10) or more than twenty (20) days after the filing of such motion, for the hearing thereon and shall require due notice to be given to each party to the proceedings whose interest would be affected by the requested taking. Notice herein shall be given as provided in rule 5(a) or 5(b), as the case may be, of the Idaho rules of civil procedure.

If the defendant has not appeared, but is not in default, plaintiff may proceed as herein provided twenty (20) days after the action shall have been commenced by serving the motion and notice of the hearing in the same manner as required for service of summons.

(2) At the hearing the court shall first determine whether or not plaintiff (a) has the right of eminent domain, (b) whether or not the use to which the property is to be applied is a use authorized by law, (c) whether or not the taking is necessary to such use, and (d) whether or not plaintiff has sought, in good faith, to purchase the lands sought to be taken and the court shall enter an order thereon which shall be a final order as to these issues and an appeal may be taken therefrom; provided, however, no appeal therefrom shall stay further proceedings.

(3) If the matters in the preceding subsection are determined in favor of the plaintiff the court shall hear the issues raised by the plaintiff's motion for taking and shall receive such evidence as it may consider necessary and proper for a finding of just compensation, but the court may limit the number of witnesses presented by any party to the action, and, in its discretion, may appoint a disinterested appraiser as an agent of the court to evaluate the property to which the motion relates and to report his conclusions to the court within ten (10) days from the date of his appointment; and the court shall fix his fee which shall be paid by the plaintiff. The court shall within five (5) days after the hearing, or if it shall appoint an appraiser, within five (5) days after receiving his report, make an order of determination of just compensation.

(4) Neither the order of the court determining just compensation, nor the amount of the deposit, nor the report of the appraiser appointed by the court shall be admissible in evidence in further proceedings under this section.

(5) After the court has entered its order of determination of the amount of just compensation, the plaintiff may deposit such amount with the court and the court shall thereupon enter an order fixing a date from which the plaintiff shall be entitled to take possession of and use the property. After such deposit and order have been made the cause shall proceed to trial in the regular manner.

(6) Any party defendant may file with the court an application to withdraw his share of the amount deposited by the plaintiff. Such application may be filed at any time after the

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court has entered its order placing plaintiff in possession and use of the property. If there be only one (1) defendant in the action, the court shall authorize the requested withdrawal of funds, but if there shall be more than one defendant the court shall fix a date for hearing on the application to withdraw funds and shall require notice to be given to each party whose interest would be affected by such withdrawal.

After hearing the court shall determine the share of the funds deposited to which the defendants or any of them are lawfully entitled and shall authorize the withdrawal requested or such part thereof as shall be proper.

(7) If more than eighty per centum (80%) of the amount deposited is withdrawn, the defendant or defendants making the withdrawal shall be required to make a written undertaking, executed by two (2) or more sufficient sureties, approved by the court, to the effect that they are bound to the plaintiff for the payment to it of such sum by which the amount withdrawn shall exceed the amount of the award finally determined upon trial of the cause.

(8) Upon trial of the cause the court shall enter judgment against the plaintiff for the amount of the award, and the plaintiff shall pay to the defendant or defendants the amount, if any, by which such judgment exceeds the amount previously deposited; provided that if the award and judgment shall be less than the amount withdrawn under subsection (6) the defendant or defendants shall refund the difference to the clerk of court and if such refund is not made within thirty (30) days the court shall enter judgment in favor of the plaintiff and against such defendant or defendants for the amount of the difference.

(9) After plaintiff has deposited with the court the amount determined by the court to be just compensation, no interest shall accrue on the amount so deposited.



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**INSTITUTION/AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University requests Board approval to procure architectural services not to exceed \$650,000 to complete pre-design and programming plans for the expansion of the Student Union Building.

**REFERENCE**

March 2001	Boise State University submitted an information item regarding planning for an expansion of the existing Student Union Building.
April 2001	Boise State University requested approval to proceed with the expansion of its Student Union Building for a project budget of \$23 million.
April 2001	Student fee increase request of \$25 for Student Union and Housing Operations fee in order to add 99,000 SF of space to the current building.
April 2002	Request to reallocate the \$25 Student union and housing operations fee to matriculation in order to reduce the budget reduction impact and minimize fee increases.

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section V.K.1.

**BACKGROUND**

This project encompasses the architectural services from pre-design/programming to design development, including development of a cost estimate, in preparation to expand the Student Union Building. The estimated cost of these services is \$650,000. In 2001 the State Board of Education approved the project to expand the facility by approximately 99,000 square feet. The first year of a phased fee was approved, however, one year later it was reverted to matriculation to offset the negative affects of reduced state funding to Boise State University. In the strategic and master planning processes, the Student Union expansion continues to be a priority. There is a need to review and update the original expansion and program plan and to develop a more accurate cost estimate for the expansion project.

**INSTITUTION/AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

**DISCUSSION**

Many University departments have difficulty reserving meeting space in the Student Union because the meeting rooms are already booked. As the University develops into a metropolitan research university of distinction, the need for meeting and event space has increased and the ability to meet that need has decreased. More departments are interested in hosting regional and national conferences and the number of strategic partnerships with community organizations has increased drastically. The Student Union is increasingly unable to meet the demand due to growing student enrollments and the need to accommodate more visitors to the campus.

Building community has become a priority for Boise State as we strive to become a metropolitan research university of distinction. The recently completed work by the Task Force on Freshman Success also underscores the need to create more opportunities for student interaction outside the classroom environment as a direct link to improving freshman retention rates. This vision can be a challenge on a commuter campus. Student organizations play a primary role in building campus community and a true affinity to Boise State. Demand for student organization space has increased.

Another significant contributor to building community on campus is the availability of food service for students, faculty and staff. The current facilities within the Student Union are inadequate and as the campus grows to the south, additional services will be expected. When the residence halls are at capacity, there will be insufficient campus dining space to feed these students.

Based on industry benchmarks, the Bookstore is half the size it should be for the enrollment of Boise State. In FY2005 the Bookstore contributed over \$1 million to the programs and services of Boise State University. The current benchmark of square footage per student for college union facilities is 12 square feet/student. The Boise State Student Union is at less than 10 square feet/student when classes started in September. Expansion of the Student Union will meet many of the out-of-the-classroom needs of a growing and developing University.

The following have been identified as items that would be included within an expansion of the Student Union.

- Expansion of Table Rock Café (residence hall dining)
- Expansion of the Bookstore
- Expansion and relocation of the Women's Center
- New ballroom
- Expansion of student organization space, including offices for Student Radio & Arbiter

**INSTITUTION/AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

- New meeting rooms
- Study lounges/spaces
- Expansion of first floor retail dining space, to include programming space
- New patio performance and seating area with adjacent green space

Since 2000 the Student Union expansion has been a priority for the students of Boise State. ASBSU, the Student Programs Board, the Volunteer Services Board, the Residence Hall Association, Greek letter organizations and many other students groups have passed resolutions of support for the project. Staff and faculty have also demonstrated their support through their votes on advisory boards and through anecdotal information when space or services are unavailable.

**IMPACT**

The total budget for architectural services up to design development is not to exceed \$650,000. Funding has been identified from the reserve and operating budgets of the Student Union. The reserve allocation was approved as a part of the University's FY2006 operating budget. The project budget for the Student Union expansion was estimated at \$23 million in 2001. However, given the more recent significant increases in construction costs and the desire to re-program portions of the planned expansion, it is difficult to provide an accurate construction cost estimate prior to working with an architect to pre-design the new facility. With programming changes and cost escalations, the cost is likely to be estimated in the \$25 to \$30 million range. The source of funding for this expansion project is the strategic facilities fee that will be used to service revenue bonds for this and other university facility projects.

A significant component of this proposed project is to determine the budget necessary to meet the needs identified in the final design program. State Board approval will be sought when the design development phase is complete and a more detailed facilities program statement and project cost estimate is determined.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff requested and reviewed balance, revenue and expense information regarding the Student Union reserve and operating accounts to verify that BSU has sufficient funds budgeted for the pre-design and programming aspects of this project. BSU has sufficient funds for this portion of the project.

BSU also provided information regarding the preliminary planning and construction schedule, which indicates the following:

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**INSTITUTION/AGENCY AGENDA**  
**BOISE STATE UNIVERSITY - continued**

- Selection of architect and engineering services would be requested at the December 2005 or January 2006 Board meeting
- Approval of strategic facility fee would be requested during the Spring of 2006
- Approval of final construction budget, including bond issuance, would be requested by BSU in Winter 2006/2007

Staff has reviewed the request for conformance with Board policy and recommends approval for BSU to proceed with pre-design and programming functions, as requested.

**BOARD ACTION**

A motion to approve the request by Boise State University to procure architectural services, not to exceed \$650,000, to complete pre-design and programming plans for the expansion of the Student Union Building.

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

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: K. Construction Projects**

**April 2002**

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**K. Construction Projects**

**1. Major Project Approvals - Proposed Plans**

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', school's or agencies' six-year capital plan must receive Board approval.

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**INSTITUTION/AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Request approval to release funds awarded by National Science Foundation (NSF) for purchase of a thermal ionization mass spectrometer (TIMS)

**REFERENCE**

April 21, 2005                      Board approval to remodel space to create an isotope geochemistry research laboratory

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a.

**BACKGROUND**

The National Science Foundation has awarded Boise State University a \$621,000 grant to purchase a state-of-the-art mass spectrometer for a new Isotope Geology Laboratory that will be the first of its kind in the interior northwest. This grant will fund the purchase and installation of the thermal ionization mass spectrometer, or TIMS.

**DISCUSSION**

Dr. Mark Schmitz, Assistant Professor in the Geosciences department, is researching isotope geochemistry and geochronology applied to petrology and tectonics. Based on his research, he was successful in obtaining this grant to fund the TIMS. The TIMS measures the products of radioactive decay in microscopic minerals and can be used to determine the age of geologic materials such as rocks or fossils, and the composition of environmental samples such as dissolved minerals in water or lead contaminants in soil.

The new TIMS equipment will support a number of local and regional research projects, such as a determining when volcanic eruptions occurred on the Snake River Plain, or tracing how quickly water flows underground through the Boise Foothills and the dissolved minerals it picks up along the way.

**IMPACT**

When the new lab is operational early next year, Boise State will have the only TIMS capabilities in a geographic area stretching from the University of Washington to the University of Wyoming. As such, the facility will be an important regional center of training for the next generation of geoscientists, and may also support research at the Idaho National Laboratory, as well as current and future partnerships with scientists in Europe, Russia, South Africa, Australia, and South America.

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**INSTITUTION/AGENCY AGENDA**  
**BOISE STATE UNIVERSITY – continued**

This grant is for the purchase and installation of the equipment mentioned. There is no official cost-sharing (“match”) on the part of Boise State University; however, BSU did agree to provide an amount of \$60,000/year for three years to cover the costs of a staff technician for the TIMS.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed this request for conformance to Board policy and recommends approval.

**BOARD ACTION**

A motion to approve Boise State University’s request to release funds awarded by the National Science Foundation (NSF), in the amount of \$621,000, for the purchase of a thermal ionization mass spectrometer (TIMS).

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



**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
I. Real and Personal Property and Services**

**April, 2002**

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**I. Real and Personal Property and Services**

**3. Acquisition of Personal Property and Services**

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.

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**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Approval of an addendum to the existing agreement between Boise State University and Citadel Communications Corporation (KBOI) for radio broadcasting rights for certain Boise State University athletic events.

**REFERENCE**

October, 2002	Board approved an agreement between Boise State University and Citadel Communications Corporation (KBOI) for radio broadcasting rights of certain Boise State University athletic events
December, 2002	Board approved addendum to increase the amount paid to the head football coach (not listed on agenda, but noted as part of head football contract discussion

**APPLICABLE STATUE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.N.1.

**BACKGROUND**

In 2002, Boise State University received approval for a four-year agreement between Boise State University and Citadel Communications Corporation (KBOI) for radio broadcasting rights of certain Boise State athletic events. This contract expires at the end of FY2006. The total value of the original contract was \$998,755 and included \$708,755 in cash payment for the broadcasting rights and \$290,000 in kind value for commercial airtime.

**DISCUSSION**

KBOI will produce a weekly one-hour program called *KBOI Sportsline* during the football season. In lieu of the one-hour program outlined in the original contract, beginning with the 2005-2006 fiscal year, KBOI will air a weekly *Bronco Wrap Up Show* for 15-20 minutes, hosted by Boise State staff to discuss activities involving Boise State athletics or Boise State University. Boise State will also be allowed two thirty second spots at no cost during each show to be used to thank and/or mention the University's major corporate sponsors.

**IMPACT**

The total value of this two-year contract addendum is \$584,500 and includes \$406,000 cash payment for broadcasting rights and \$178,500 in-kind value for commercial airtime. A portion of the revenues from this contract are used to compensate the coaches for media and public appearances. Such compensation amounts are identified in the coaches' contracts.

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**INSTITUTION/AGENCY AGENDA**  
**BOISE STATE UNIVERSITY – continued**

**STAFF COMMENTS AND RECOMMENDATIONS**

This agenda item is the second addendum to the original Agreement. In January 2003 an addendum was executed between BSU and the broadcast partner (Citadel/KBOI), which identified specific monthly payments to coaches, an item that was not part of the original agreement. No other changes were made to the original agreement. The original contract was approved at the October 2002 meeting, and the addendum to increase the amount paid to the head football coach was approved at the December 2002 meeting.

In the original agreement, slightly more than 90% of the cash payment made to BSU for broadcast rights was paid to coaches as part of the media/public appearance portion of their employment contracts, with the remainder being budgeted within the Athletic Department. The same percentages are expected to apply to the additional revenue generated by the proposed second Addendum.

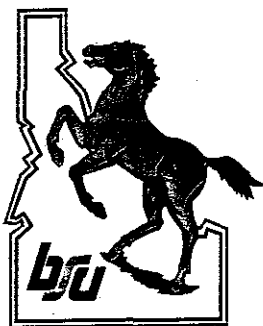
The average annual value of the Addendum is a 17 percent increase over the original contract (14.5 percent increase on the cash payment and a 23 percent increase on the in kind value).

Staff has reviewed the second Addendum as presented with this agenda item for conformance with Board policy and recommends approval.

**BOARD ACTION**

A motion to approve the second Addendum to the 2002 Agreement between Boise State University and Citadel Communications Corporation (KBOI) for radio broadcasting for certain Boise State athletic events, for the purpose of extending the original agreement for an additional two years, and to include modifications to the programming and increasing the cash payment and in-kind value of the Agreement.

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



# BOISE STATE UNIVERSITY BRONCOS

## DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

1910 University Drive, Boise, ID 83725-1020

**Nicholson-Yanke Athletic Center** (208) 426-1288 • Fax: (208) 426-1778  
**Pavilion** (208) 426-1797 • Fax: (208) 426-3361

### AGREEMENT

This Agreement, made this 4<sup>th</sup> day of June, 2002, by and between BOISE STATE UNIVERSITY (hereinafter "BSU") and CITADEL COMMUNICATIONS CORPORATION d.b.a./KBOI, (hereinafter "KBOI").

### WITNESSETH

WHEREAS, BSU has a proprietary interest in its intercollegiate athletic programs and in the use of any materials relating to those programs; and

WHEREAS, KBOI was the successful bidder for a license for the radio broadcasting of certain BSU athletic events; and

WHEREAS, the principal elements of the bid proposal are incorporated in this Agreement granting a license for radio broadcast rights to KBOI;

NOW, THEREFORE, in consideration of the covenants and terms of this Agreement, BSU hereby grants to KBOI an exclusive license to broadcast on radio certain intercollegiate athletic events, and KBOI hereby agrees to broadcast said events, as set forth herein.

**RESERVED RIGHTS:** BSU reserves all rights to the broadcast material and recordings, both live and delayed, of the sporting events and activities covered by this Agreement, whether or not the same are evidenced by formal copyright. Notice of BSU's reservation of these rights shall be included as a part of every broadcast made pursuant to this Agreement. BSU shall be entitled to all royalties, fees or other income which may be attributable to the use of said broadcast material and recordings and KBOI will provide any assistance needed by BSU to implement any use of said material other than by radio transmission.

**TERM:** The exclusive license granted by this Agreement shall be for a term of four (4) years, beginning the 1st day of July 2002, and extending through June 30, 2006.

**RADIO BROADCAST COMMITMENT:** KBOI will broadcast live on radio all men's intercollegiate football and basketball games, regular and post-season, whether the same are played in Boise or elsewhere.

KBOI is required to supply a cassette tape of each and every Boise State University football and men's basketball game(s) broadcast by close of business on Monday after said broadcast. (This includes any broadcasts of BSU women's sporting events and/or any broadcast of athletic events.)

**I. PROMOTION AND PUBLICITY:**

1. KBOI will provide sports reports from the following events:

- A. Conference Championship events held in Boise involving BSU men and women;
- B. Other major events held in Boise of widespread interest such as conference championships, the NCAA Regional Championships, or a post-season invitational.

2. KBOI will broadcast a 3-hour live pre-game show for all home games and for all regular season games for Football (2002-03, through 2005-06 seasons), and a 2-hour live pre-game show for all away games.

KBOI will broadcast up to 2-hour post-game shows, from the end of each game to the top of the second hour, for all games, home or away. Shows will include appearances by BSU head coaches, game color and highlights, analysis, statistics and feature material. KBOI's broadcast team will host shows. KBOI will coordinate the content of these shows (pre-game and post-game) with BSU.

3. KBOI will run a weekly Monday morning 30-minute radio program featuring the BSU head football/basketball coach in season. Said show will run from 8:30-9:00 a.m. or 9:30-10:00 a.m. Boise State University will protect the exclusive nature of the relationship between head coaches of both football and men's basketball with Citadel Communications Corp., by not allowing those coaches to be available, in their prospective seasons up to and including post season play, to other area radio stations for extended interviews or talk appearances. Extended interviews or talk show appearances shall be defined as a radio appearance of more than three minutes.
4. KBOI will broadcast all pre-game, during-game, post-game, and weekly-featured shows for any additional post-season games for football and men's basketball, as done for all regular season games as stated in this proposal. The cash payment for these broadcasts is included in Item III.
5. KBOI will air each Saturday morning, 52 weeks per year, from 9:00 a.m. to 10:00 a.m. during the length of the contract, a one-hour program featuring and/or hosted by BSU's Athletic Director or his designee to discuss activities involving BSU Athletics or Boise State University. BSU will be allowed two (2) thirty second spots at no cost during each show to be used to thank and/or mention BSU's major corporate sponsors.
6. KBOI will provide BSU with two (2) thirty second spots at no cost during each broadcast throughout the year to be used by BSU to thank and/or mention BSU's major corporate sponsors. Said spots will play during the game broadcast or in the pre-game or post-game shows within 30 minutes of the start or conclusion of the game.
7. KBOI will produce a weekly program, approximately one hour in length, called KBOI Sportsline, to be scheduled each Thursday from 6pm to 7pm during the football season. KBOI reserves the right, concurrent with the standards set by both Citadel and Boise State University, the location of all Coaches Shows.

- 1) KBOI also proposes to air two (2) special "Sports Line" programs for Men's Basketball. KBOI reserves the right to pick which two games will be featured.
- 2) KBOI will broadcast a minimum of one (1) women's basketball game. KBOI reserves the right to choose the game(s) based on perceived levels of interest in the Treasure Valley.
8. In addition to any other advertising by KBOI, KBOI will continue to support the Bronco Athletic Association (hereinafter "BAA") and will promote membership in the BAA. KBOI will attempt, whenever possible, to promote participation in all BAA functions including weekly luncheons at BSU. Paul J. Schneider or his agreed-upon replacement will attend and participate in these weekly luncheons whenever possible.
9. KBOI will provide miniature footballs and basketballs for each home game to be given away by the BSU cheerleaders. KBOI may obtain sponsors for these balls only if pre-approved by BSU.

**II. ADVERTISING TIME:** Citadel will provide commercial air time on the stations owned by the parent company in Boise. This time is made available to the BSU Athletic Department to promote athletic events, ticket sales or other related events. Air time may mention BSU's sponsors once per commercial. The commercial time may not be used as selling copy for the tie-in advertisers.

1. The Cash Value of said air time is as follows:

2002-03	~	\$65,000
2003-04	~	\$70,000
2004-05	~	\$75,000
2005-06	~	\$80,000

2. All commercial placements will be submitted to Citadel no later than 30 days prior to each scheduled start date, and at posted rates submitted with this proposal. The rates submitted with this proposal reflect those for the '02-'03 season. Citadel will provide Boise State with new rate card for each season by June 1<sup>st</sup> of each year.
3. KBOI will run promotional billboards 52 weeks per year as the "Home for Boise State Sports". These "ID's" run a minimum of 20 times per week at a value of \$25 each.
4. KBOI will run promotional announcements, in season, for all BSU game broadcasts at a minimum of 20 per week for both football and men's basketball at a value of \$25 each (26 weeks total).

### **III. INTERNET BROADCAST RIGHTS/STADIUM EXPOSURE/SIGNAGE**

1. Citadel shall retain Internet broadcast rights subject to all Western Athletic Conference rules & regulations. Citadel reserves the right to broadcast/re-broadcast via the Internet, all football, men's basketball games in full or in part; and coach's shows. Citadel retains content rights to its station web sites. Any materials audio or text that pertain to Boise State Athletics will be in full compliance with NCAA, Western Athletic Conference, and Boise State University advertising policies and standards. To include, but not limited to streaming, clips, signage, contesting, bios, profiles and pictures. KBOI will maintain a dominant presence on it's front home page dedicated to BSU with click through banner to Boise State Athletics' Web Site. Additional content will include, but not

limited to bios, schedules, audio and video clips, polls and register to win pages for tickets with links to BSU's ticket purchase web pages.

2. In addition to KBOI's home football game's pre-game exposure at the main entrance to stadium, Citadel will extend it's pre-game radio exposure to our 4 sister stations, KIZN, KOFC, KKGL & KZMQ. BSU will make available 5 station locations for tailgate promotions. KBOI will be allowed to display one (non-competing) sponsor banner, not to exceed 6' x 8' in size at each location. All stations will promote home games and tailgate parties a minimum of 20x each week of a home football game.

#### **IV. CONSIDERATION IN CASH:**

1. As further consideration for the rights granted by BSU herein, KBOI will pay to BSU a total of \$646,000 in cash during the four year term hereon. The cash payment for each fiscal year (July 1 to June 30) of the agreement is as follows:

2002-03	~	\$154,000
2003-04	~	\$159,000
2004-05	~	\$164,000
2005-06	~	\$169,000

The sum due each year will be paid in twelve equal monthly installments. Payments are due the first day of each month.

2. In addition to the above totals, KBOI will pay the Head Football Coach the total of \$15,000 for the 2002-03 season. KBOI will pay the Head Football Coach or BSU an increase of 3% each successive year thereafter as directed by BSU.

The above listed amounts are inclusive of all cash payments to be made to Boise State University or its designee.

3. BSU, at its sole discretion and with the concurrence of KBOI, may extend this agreement for two additional years if mutually agreed to by both parties prior to July 1, 2005.

#### ***As CONSIDERATION FOR THE RIGHTS AND FEES PAID HEREIN BY KBOI:***

1. KBOI is granted exclusive radio broadcast identification as the "Voice of the Broncos" and exclusive use of the phrase "Bronco Sports Network" including KBOI's 5 sister stations.
2. KBOI shall be allowed to display one (1) KBOI banner at the BSU Pavilion for all men's basketball games and one (1) 3" x 30" KBOI banner on the east side of the stadium fencing for all home football games. KBOI to provide banners.
3. KBOI will receive visibility on Bronco vision twice per game, both football and men's basketball.
4. KBOI will receive three mentions per game as the "Voice of the Broncos" during each home football game and men's basketball game;



5. BSU will not allow other radio stations (excluding BSU opponent play-by-play radio stations) to transmit any live actualities from the football or basketball facility during a KBOI-BSU broadcast.
6. BSU will allocate KBOI a total of 30 season tickets for each football and men's basketball home games. KBOI agrees to purchase 4 Roughrider and 1 Buckaroo Bronco Athletic Association memberships each year throughout the term of this agreement. KBOI will pay \$2450.00 for these memberships directly to the Bronco Athletic Association each year. KBOI will pay no additional cost for the football and basketball season tickets. 10 of the 30 seats KBOI receives will be in appropriate priority seat locations. The remaining 20 seats will be in non-priority areas. The price of the BAA membership (\$2450) will not change throughout the term of this contract. KBOI reserves the right to purchase additional season tickets at 50% value for both men's football and basketball home games based on their availability. These tickets cannot be used for resale.
7. KBOI will receive one full-page ad in BSU programs for both football and men's basketball. KBOI and BSU will mutually agree on the contents of said ads.
8. KBOI will receive four (4), 3-minute half-time promotions. "Two" for football and "Two" for Basketball. Example of these would be KBOI's annual "Airplane Toss". Citadel reserves the right to afford its advertisers the opportunity for exposure within these promotions. Only non-competing sponsors will be allowed. BSU will provide Citadel with a list of advertising categories that are exclusive by August 1<sup>st</sup> of each season. BSU reserves the right to disallow any advertiser from these promotions.
9. KBOI will allocate 2 minutes during each half-time show for the Athletic Director or designee. This two-minute feature, "Spotlight on BSU" is for the purpose of educating the audience to any point of university interest, both athletic and academic.
10. KBOI will be allowed to feed the radio station broadcast to those areas within the stadium and pavilion with internal speaker systems that would otherwise play music during limited times approved in advance by BSU.
11. KBOI will be allowed to use the pavilion and the stadium for a three (3) hour period, for the purposes of a flag football game and basketball game for those sponsors and BSU supporters of the game broadcasts. Times to be scheduled off-season; date and time mutually agreed upon by BSU and KBOI. Citadel will provide special liability insurance and will hold harmless Boise State University in compliance with Item 14 in request for proposal document.
12. KBOI will be provided up to 3 seats on each charter flight when available at no additional cost.

**ANNOUNCERS:** BSU, acting through its Director of Athletics, shall have the right to approve all announcers, such approval not to be unreasonably withheld. It is contemplated that KBOI's Sports Director, Paul J. Schneider, will call the play-by-play of all regular season and post-season athletic events covered by this Agreement. Mr. Schneider will be assisted by KBCI-TV (Channel 2) Sports Director, Wayne Dzubak, during home football and men's basketball games. Brad Larrondo will do the color commentary for away football games. KBOI must obtain BSU's approval if for any reason personnel changes are required. BSU's right to approve all announcers in advance, and to terminate this Agreement if such advance approval is not obtained by KBOI, shall extend to all

changes in announcers and shall be effective throughout the term of this Agreement. Whenever this Agreement confers the right upon BSU to approve announcers in advance or to exercise any remedies if such advance approval is not obtained, BSU agrees that such approval will not be unreasonably withheld. KBOI and BSU will meet regularly throughout the term of this agreement to critique and review the announcers and to make changes if deemed appropriate.

**RELEASE OF LIABILITY:** Citadel will hold BSU harmless and indemnify Boise State University from and against all suits, causes of action or claims, which arise out of or are caused by an action or activities undertaken by KBOI pursuant to this agreement. In addition, Boise State University shall, subject to the limits of the Idaho Tort Claims Act, hold harmless and indemnify Citadel Communications Corp. from and against all suits, causes of action or claims which arise out of or are caused by an action or activities undertaken by BSU pursuant to this agreement.

**COVERAGE AREA:** All events broadcast by Citadel will maximize Citadel's 50,000 watt coverage in Idaho, Oregon, Nevada, Montana, Washington, Arizona and California.

**NCAA AND CONFERENCE POLICIES:** KBOI will independently become acquainted with and be bound by all National Collegiate Athletic Association and Conference policies regarding advertising. Said policies will be observed by KBOI. Any NCAA and Conference advertising policies which conflict with the terms of this Agreement shall supersede this Agreement without reduction of the amounts due hereunder or any other penalty to BSU.

**COOPERATION BETWEEN PARTIES:** BSU hereby pledges to KBOI full cooperation to enable KBOI to broadcast the athletic events within the scope of this Agreement. KBOI will be provided with reasonable access to broadcast booths in Bronco Stadium or in the Pavilion and will be allowed to install customary communication lines and equipment at KBOI's expense and risk. Each of the parties hereto pledge their cooperation with the other in order to facilitate quality radio broadcasts.

**ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties hereto and there are no other agreements, warranties, guarantees, promises, statements or representations that will be binding upon the parties to this Agreement which are not expressly and specifically set forth herein. All of the provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors or assigns.

**NONASSIGNABLE:** The rights granted to KBOI hereunder are not assignable or transferable by KBOI without the express written consent of BSU.

**NOTICE:** Any notice given in connection with this Agreement shall be in writing and sent by certified or registered mail, postage prepaid, addressed to receiving party as follows:

Director of Athletics  
Department of Athletics  
Boise State University  
1910 University Drive  
Boise, Idaho 83725

Vice President, Finance & Administration  
Boise State University  
1910 University Drive  
Boise, ID 83725

Citadel Communications Corporation  
KBOI AM/FM  
Post Office Box 1280  
Boise, Idaho 83701

**DEFAULT:** Failure by a party to require strict performance of any term of this Agreement shall not affect that party's right to enforce the terms of this Agreement nor shall waiver of a default be construed to be a waiver of any succeeding default or a waiver of any portion of this Agreement. Should either party default in performance of any of its obligations under this Agreement, which default is not cured within thirty (30) days after written notice of default is given by the other party in the manner provided above, then the party giving such notice shall be entitled to exercise all remedies which it may possess at law or in equity, including but not limited to the right to bring suit for money damages or to compel specific performance of the terms hereof, and additionally, the nondefaulting party shall have the right to terminate this Agreement without liability or further obligation on its part. Notwithstanding the foregoing, the parties expressly agree that BSU's right to terminate this Agreement for failure by KBOI to obtain BSU's advance approval of announcers shall not require a 30 day notice of default but may be exercised immediately and without prior notice in the event of KBOI's breach of its obligation to obtain such advance approval.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth herein above.

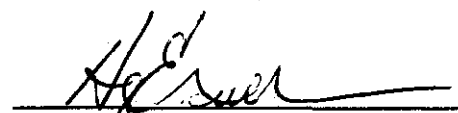
**CITADEL COMMUNICATIONS CORPORATION**

By

  
Kevin Godwin  
General Manager

**BOISE STATE UNIVERSITY**

By

  
Harry E. Neel, Jr., Vice President  
Finance and Administration

Subject to final approval by the Idaho  
State Board of Education at its  
October, 18, meeting.  
2002

Appendix A  
Schedule of Cash Payments from Citadel to BSU

July 1 <sup>st</sup> 2002:	\$11,500 BSU	\$1,250 Coach
August 1 <sup>st</sup> 2002:	\$11,500 BSU	\$1,250 Coach
September 1 <sup>st</sup> 2002:	\$11,500 BSU	\$1,250 Coach
October 1 <sup>st</sup> 2002:	\$11,500 BSU	\$1,250 Coach
November 1 <sup>st</sup> 2002:	\$11,500 BSU	\$1,250 Coach
December 1 <sup>st</sup> 2002 :	\$11,500 BSU	\$1,250 Coach
January 1 <sup>st</sup> 2003:	\$14,166.66 BSU	\$1,250 Coach
February 1 <sup>st</sup> 2003:	\$14,166.66 BSU	\$1,250 Coach
March 1 <sup>st</sup> 2003:	\$14,166.67 BSU	\$1,250 Coach
April 1 <sup>st</sup> 2003:	\$14,166.67 BSU	\$1,250 Coach
May 1 <sup>st</sup> 2003:	\$14,166.67 BSU	\$1,250 Coach
June 1 <sup>st</sup> 2003:	\$14,166.67 BSU	\$1,250 Coach
Totals '02-'03 season	\$154,000 BSU	\$15,000 Coach
(12) Equal Monthly Payments:	\$13,250 BSU	\$1,287.50 Coach
Totals '03-'04 season	\$159,000 BSU	\$15,450 Coach
(12) Equal Monthly Payments:	\$13,666.67 BSU	\$1,326.17 Coach
Totals '04-'05 season	\$164,000 BSU	\$15,914 Coach
(12) Equal Monthly Payments:	\$14,083.33 BSU	\$1,365.92 Coach
Totals '05-'06 season	\$169,000 BSU	\$16,391 Coach



Department of Intercollegiate Athletics

1910 University Drive Boise, Idaho 83725-1020

phone 208 426-1288

fax 208 426-1778

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### ADDENDUM TO RADIO BROADCASTING AGREEMENT

This Addendum, made this 24<sup>th</sup> day of January 2003 is to amend the Broadcasting Agreement dated June 4, 2002 between Boise State University and Citadel Communications Corporation.

#### SECTION IV. CONSIDERATION IN CASH

Paragraph 1 is hereinafter amended as follows:

As further consideration for the rights granted BSU herein, KBOI will pay BSU or BSU's designees a total of \$646,000 in cash during the four-year term hereon. The cash payment for each fiscal year (July 1 to June 30) of the agreement is as follows:

2002-03	\$154,000
2003-04	\$159,000
2004-05	\$164,000
2005-06	\$169,000

The sum due each year will be paid in twelve equal monthly installments. Payments are due the first day of each month. Beginning February 2003, BSU requests their monthly payments be distributed as follows:

Dan Hawkins	\$7,220.83
Chris Petersen	\$2,083.33
Ron Collins	\$1,666.67
Kerl Riddle	\$562.50
Robert Prince	\$904.17
Bryan Harsin	\$250.00
Christopher Strausser	\$562.50
Boise State University	\$916.67
	<hr/>
	\$14,166.67

Note: Coach Hawkins will receive \$7,220.83 per month as listed above, in addition to the \$1,250 he receives under paragraph 2 of Section IV of the contract. The new total per month for Coach Hawkins will be  $\$7,220.83 + \$1,250 = \$8,470.83$ .

"KBOI shall be responsible for the appropriate income tax reporting, or (if applicable) withholding, requirements arising from the payment distributions provided for above."

All of the other provisions in the original AGREEMENT remain the same. In WITNESS WHEREOF, the parties have caused this ADDENDUM to be executed on the date set forth above.


**CITADEL COMMUNICATIONS CORPORATION**

By

  
Kevin Godwin  
General Manager

**BOISE STATE UNIVERSITY**

By

  
Harry E. Neel, Jr., Vice President  
Finance and Administration



Department of Intercollegiate Athletics

1910 University Drive Boise, Idaho 83725-1020

phone 208 426-1288

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### **ADDENDUM TO RADIO BROADCASTING AGREEMENT**

Addendum to Agreement dated June 4, 2002 between Boise State University (BSU) and Citadel Communications Corporation, operating radio station KBOI and other radio broadcasting stations in the Boise area (hereinafter KBOI).

BSU and KBOI agree to extend the agreement referenced above for two years through June 30, 2008 under the terms and conditions outlined herein:

#### **I. Consideration in Cash**

1. The cash payment for each fiscal year (July 1 to June 30) of the addendum is as follows.

2006-2007:	\$197,000 (includes any payment to head coaches)
2007-2008:	\$209,000 (includes any payment to head coaches)

The sum due each year will be paid in twelve equal monthly installments. Payments are due the first day of each month.

#### **II. Promotions and Publicity**

1. Beginning with the 2005-2006 fiscal year, KBOI will produce a weekly program, approximately one hour in length, called KBOI Sportsline, to be scheduled each Wednesday evening from 6:00 p.m. to 7:00 p.m. during the football season. KBOI will make every effort to insure that the location of Sportsline is convenient to Boise State University.
2. In lieu of the Saturday morning, 60-minute program outlined in the original contract, beginning with the 2005-2006 fiscal year, KBOI will air a weekly Bronco Wrap Up Show on Tuesday mornings throughout the school year for 15 to 20 minutes, hosted by BSU staff members to discuss activities involving BSU athletics or Boise State University. BSU will be allowed (2) thirty second spots at no cost during each show to be used to thank and/or mention BSU's major corporate sponsors.

3. Beginning with the 2005-2006 fiscal year KBOI will produce a one hour Sportsline show a minimum of four times during the basketball season, to be scheduled on Wednesday evenings from 6:00 p.m. to 7:00 p.m. KBOI will make every effort to insure that the location of Sportsline is convenient to Boise State University.

IV. Advertising Time

Pursuant to the original contract Citadel will provide commercial air time on the stations owned by the parent company in Boise

1. The cash value of said air time is as follows:

2006-2007 = \$86,000

2007-2008 = \$92,500

- V. This addendum is subject to the approval of the State Board of Education.

All other terms and conditions of the original AGREEMENT with the exceptions of those specifically outlined above, will remain in force during the term of this ADDENDUM that is through June 30, 2008. In WITNESS WHEREOF, the parties have caused this ADDENDUM to be executed on the date set forth above.

**CITADEL COMMUNICATIONS CORPORATION**

**BOISE STATE UNIVERSITY**

By

\_\_\_\_\_  
Kevin Godwin  
General Manager

By

\_\_\_\_\_  
Stacy Pearson, Vice President  
Finance and Administration



**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
N. Grants and Contracts**

**April, 2002**

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**N. Grants and Contracts**

**1. Approval of Grant and Contract Applications**

All applications for grants and contracts that require the institution, school or agency to dedicate current funds or facilities or will obligate the institution, school or agency or state to dedicate future funding or significant 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 shall be approved by the chief executive officer of the institution, school or agency or his or her designee. When requests for approval of such applications are presented to the executive director the following information must 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.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University Interactive Learning Center (ILC) September 29 2005 bid results.

**REFERENCE**

October 2003	Presentation of the Interactive Learning Center (ILC) project to the Board – the Board approved the project in concept, subject to approval of financing plan
December 2003	The Board approved planning, design and construction of the project in the amount of \$11,100,000
June 2005	The Board approved proceeding with design and construction to finish-out tenant space in the ILC (\$375,000) and to purchase and install fixtures, furnishings and equipment (\$525,000) for a food service operation that will be operated by the Student Union.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.3.

**BACKGROUND**

In planning the ILC, significant efforts have been made throughout the design of the project to adjust to rapidly escalating building material costs and to keep the construction costs within the approved project budget. Both the architect and construction manager have kept current on the materials market. During the schematic design phase and later during the design development phase, numerous efforts were made to ensure that the building remained within the approved budget. For example, early in the design process, it was decided to “shell” the fourth floor space and to include additive alternates for the finish-out of the fourth floor in order to make certain the project remained in budget. Also, during the design development phase, the building area was reduced by 2,000 sq. ft. to bring the construction cost within budget. Thus, the University has made serious efforts to ensure that the project was on-budget at the time it went to bid.

Bids were opened for the first set of bid packages (Bid Package #1) for the ILC project in August 2005. The low bid for the earthwork bid package was \$67,741 above the construction manager’s cost estimate; and the concrete bid package was \$135,670 above the cost estimate. The total overage for the bid packages in Bid Package #1 was approximately \$250,000. To offset these overages, the project team went through a value engineering exercise to bring the estimated cost of the main set of bid packages (Bid Package #2) remained within the project budget by reducing the base bid scope and adding six additive alternates. Again, this was done to ensure that the project was delivered within the budget.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY - continued**

The construction manager for the project, CM Company, then re-estimated the construction costs for the ILC based on cost data from a similar project that was competitively bid in August 2005. The cost of the masonry bid package was expected to increase by \$173,000 due to material cost increases, fuel cost increases, manpower shortage, and contractor availability. The cost of the glass and glazing bid package was expected to increase by \$118,000 due to petroleum cost increases in the manufacturing of materials. The cost of the metal wall panels bid package was expected to increase by \$40,450 due to increases in the price of steel and contractor availability. The cost estimates for metal studs and gypsum wallboard were expected to increase due to the price of steel and shortages of gypsum wallboard materials. The low bid contractor for the earthwork bid package has since requested a fuel cost increase of \$15,638 due to increases in the cost of diesel fuel. CM Company has advised the University that other divisions of the work for this project could also experience cost increases for materials that are petroleum-based. All of these costs were taken into account for the final bid process.

The first bid packages for the ILC were put on the street in late August 2005 and prior to the two hurricanes in the Gulf region. The reconstruction efforts in Louisiana, Mississippi and Alabama, following the devastation caused by Hurricane Katrina, are resulting in higher construction costs for the entire country, according to economist, Ken Simonson, the chief economist at The Associated General Contractors of America. Simonson expects the biggest cost impact on contractors and others will be the increased cost of petroleum and energy, due in large part to contractors' high usage of off-road equipment, freight deliveries and construction vehicles. Prices for petroleum-heavy materials and asphalt will also be affected, as will materials requiring a large amount of energy to manufacture like steel, other metals and cement, which is already in short supply in 32 states.

**DISCUSSION**

The project bids were opened on September 29. The results were tabulated on September 30 and the results were significantly worse than expected (see attached bid tabulation). The combined bids for the base bid (including Bid Package #1) were \$1,980,733 above the cost estimate from CM Company. Some of the bid packages came in less than the cost estimate, in particular:

Metal Wall Panels/Metal Siding	\$55,599
Plumbing, HVAC & Boilers	\$158,591
Electrical	\$177,927

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

However, for most of the bid packages either the bids came in higher than the cost estimate or there were no bids. The worst performing bid packages were:

Masonry	\$400,234 (only one bidder)
Steel Fabrication & Erection	\$167,682 (only one bidder)
Architectural Woodwork	\$183,606 (only one bidder)
Doors, Frames & Hardware	\$70,270 (only one bidder)
Aluminum Frames & Glazing	\$196,852 (2 bidders)
Metal Framing & Gyp. Board	\$528,927 (2 bidders)
Specialties	\$52,490 (only one bidder)
Audio/Visual Systems	\$339,896 (only one bidder)

In cases where there was only one bidder for a bid package, the bidding is most likely not competitive. CM Company representatives stated that contractors in a number of the trades had assured him that they would be submitting bids but didn't do so.

CM Company, Lombard Conrad Architects, DPW and BSU staff attribute the relatively few bids received for the project to several factors:

- \* The large volume of work currently under construction in the valley; contractors are already booked up
- \* The upcoming large volume of projects in the valley (principally Meridian Public Schools)
- \* The shortage of skilled construction workers in many of the trades
- \* Contractors not having sufficient bonding capacity to take on more projects
- \* Contractors favoring private sector work over dealing with the Division of Public Works

Factors affecting the bid overages:

- \* Lack of competing bidders for some bid packages
- \* Shortages of building materials such as cement and gypsum board due to hurricane damage, China no longer exporting cement, etc.
- \* Fuel cost increases and anticipated future fuel cost increases
- \* Increases in the costs of building materials such as steel due to the superheated construction market

Two letters from Lombard-Contract Architects are attached (see Attachments 1 and 2) that provide additional information.

**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

**IMPACT**

The bid results were nearly \$2 million (16.7 percent) greater than the total project budget of \$12 million, which includes the food service build-out approved in August 2005. At this point, representatives for the architect, construction manager, DPW and Boise State are discussing the bid results and the impact of delaying the award of certain bid packages on the project schedule. The plan currently being discussed is to:

- \* Notify the bidders of the bid packages that bid significantly higher than the cost estimates that their bids will be cancelled.
- \* Re-bid those bid packages before the current "good bids" expire (in the next 45 days). The construction manager will actively pursue more bids.
- \* Look for opportunities to reduce costs through value engineering, particularly in some of the internal systems and equipment.
- \* Consider additional reductions in scope, such as shelling the 3rd floor.

We are currently in the process of examining these options and will update the Board at the October meeting. We are particularly challenged in that the re-bid date is tentatively set for October 27 and the current bids will expire on November 13, which is prior to the December Board meeting. We propose that Boise State be allowed to seek Board approval via a special Board meeting prior to November 13 to request a project budget increase, should it be necessary.

Both the architect and construction manager strongly encourage the university to proceed to build this project. They believe that both the material prices and construction labor availability will continue to decline over the next few years and that the university should proceed with this needed project.

The university does have the sufficient financial resources to cover this project budget increase. Funds are available from three sources:

1. Funds remaining from the 2004A bonds. The five projects in this bond issue totaled \$29,122,918. Two of the five projects are less than the original estimates leaving approximately \$2,019,000 available to absorb a project budget increase.
2. The strategic facilities fee. This fee was implemented with the 2005-2006 fee increase. The Board approved a \$25 facilities fee. A portion of this fee is planned to support the construction of the Student Services Center. There is sufficient capacity remaining in this fee revenue to handle the project budget increase.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY - continued**

3. University reserves are also sufficient to cover this increase. However, the university prefers to maintain these reserves for other purposes.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed this matter with Boise State University officials and understands the current construction environment. The upcoming bid opening will provide a better overall picture regarding this project and its total cost.

Staff agrees with the need to have this agenda item added to a special Board meeting to be scheduled in early November.

**BOARD ACTION**

This is an informational item for the October Board meeting. Boise State is requesting that the Board hold a special meeting to increase the project budget for the Interactive Learning Center pending the outcome of the October 27, 2005 bid results, and prior to the expiration of current bids on November 13, 2005.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**SUBJECT**

Boise State University Interactive Learning Center (ILC) October 6 2005, updated project budget analysis – UPDATED INFORMATION.

**DISCUSSION**

Subsequent to the bid openings, the architect, construction manager, Division of Public Works (DPW) and Boise State staff have completed an analysis of the current construction bidding environment. After contacting contractors who did not bid, it is apparent there is little likelihood that any re-bids would result in lower costs. The recommendation is to increase the ILC project budget by \$2.4 million to cover all construction costs and contingencies. Additional modifications to the building specifications will include deleting brick sealant, changes to masonry, changing wood specifications on the millwork and eliminating door closures. The architect further recommends not shelling in the 3<sup>rd</sup> floor (to reduce costs) since it will likely cost significantly more to complete these rooms later, and also because such a reduction would result in adding only a lecture hall, four classrooms and three specialty classrooms. Based on these analyses, the continuing market conditions, and the need to commit contractors, Boise State University requests Board approval to increase the project budget by \$2.4 million.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff concurs with the BSU “discussion” comments and recommends approval of the increased project budget. BSU will provide a Capital Project Tracking Sheet at a later date.

**ALTERNATE BOARD MOTION**

A motion to approve increasing the Interactive Learning Center project budget by \$2,400,000 for a total project budget of \$13,500,000.

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

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Lombard-Conrad  
Architects, P.A.

September 8, 2005

John Julian, Project Manager  
State of Idaho  
Division of Public Works  
PO Box 83720  
Boise, ID 83720-0072

Re: **BOISE STATE UNIVERSITY INTERACTIVE LEARNING CENTER DPW # 04-206**  
**LCA NO. 04010.01 4-a**

Dear John:

Our meeting today has prompted me to write this letter to address my concern about the current bid market and its potential effect on the BSU Interactive Learning Center which is scheduled to open Phase II bids on September 29, 2005.

Since we were hired in April of 2004, we have been working diligently with DPW, BSU and the Construction Manager (CM Company) to keep this project within its established budget. However, during this same period, we have seen some of the most dramatic price increases in recent history.

In 2004, steel prices increased by as much as 50% for many products. As a result, a prudent decision was made to design this building with post-tensioned concrete. In mid 2005, China stopped exporting cement which placed an incredible demand on the limited suppliers of cement in the USA. As a result, concrete has increased in price by approximately 10 - 15% in the past four months and supplies are being allocated.

These cost increases were evident in the Phase I site work and concrete bid opening in August and were further influenced by the recent construction boom in the valley. There are fewer contractors willing to bid projects because they are too busy. Projects are often attracting only a couple of bidders and their bids are spread far apart and much higher than the estimates.

CM Company has prepared detailed estimates throughout the course of the design phase and many of their estimates have come from contractors who are expected to be bidding the work. Each time the estimates are prepared, the costs continue to escalate despite our efforts to simplify the project. In fact, the low bidder for the Phase I Earthwork package was \$70,000 higher than the number he had given to CM the day before the bid.

Now, as if to add insult to injury, the worst natural disaster in our Nation's history has taken place. The results of Hurricane Katrina are already being felt in our market. Oil prices and materials prices have started to spike and shortages of many materials are being predicted. I have spoken

1221 Shoreline Ln  
Boise ID 83702  
208 345 6677  
fax 208 344 9002  
lca@lcaarch.com  
www.lcaarch.com



John Julian  
State of Idaho  
Division of Public Works  
Page 2

to contractors who are already losing laborers moving to the Gulf region. Those same contractors are predicting a mass exodus of laborers leaving Idaho to work for Davis-Bacon Wages.

I want to make sure that everyone understands that there has been no "scope creep" nor has BSU added additional needs to the project. In fact, the building was reduced in size during design development and is 2,000 sf smaller than the original program. We have also prepared 10 different Add Alternates, including the finishing of the fourth floor to give us some flexibility at the bid date.

I believe that DPW, BSU, the Architects and Engineers and the Construction Manager have made prudent decisions to try to stem the tide of construction cost increases which are out of everyone's control. When a budget is set two years in advance of the bid, Construction Managers and Architects make allowances for typical inflation and provide contingencies based on historical data. However, since the documents have been completed, costs have increased far beyond what could have been reasonably projected.

The purpose of this letter is to forewarn the decision makers of the pending situation. This may allow them to make prompt decisions based on the knowledge that BSU desperately needs this classroom space, numerous value engineering sessions have taken place, every available alternate has been used and re-bidding the project at a later date will only guarantee a higher price.

If you have any questions, please do not hesitate to call.

Sincerely,  
LOMBARD-CONRAD ARCHITECTS

Scott Henson, AIA  
Vice President

04010-01 L05 4a 090805 SHdt



Lombard-Conrad  
Architects, P.A.

October 3, 2005

Stacy Pearson  
Vice President  
Boise State University  
Finance & Administration  
MS-1200  
1910 University Drive  
Boise, ID 83725-1200

Re: **BOISE STATE UNIVERSITY – INTERACTIVE LEARNING CENTER**  
**LCA NO. 04010.01** 4-a

Dear Stacy:

On September 29, 2005 the bid packages for the second phase of the ILC were opened. The bids received were much higher than previously anticipated

You have read my letter of September 8, 2005 where I warned DPW of the potential of high bids due in part to high steel and concrete costs, high petroleum costs and the effect of the recent hurricanes. I had also noted the fact that many local contractors may have been too busy to bid the work.

In our meeting with you on September 21, 2005, CM Company predicted the project could come in at 1 million over the budget; however, the actual bid results came in nearly 2 million over. At this time, we are unable to say exactly why the prices are so high except to note the only common factor among all of the bid packages.

There was a significant lack of bid participation. Of the 32 bid packages, 5 had no bids and 9 had only one bidder. Only the mechanical and electrical packages had four or more bidders and both came in under estimate.

Since the Thursday bid opening, I have contacted a few contractors who I would have expected to bid and asked why they did not participate. They were clear to say that with all of the current and upcoming work in the Valley, they had no interest in a Public Works project. Contractors have also admitted that their bonding capacities are at the limit which would prevent them from bidding.

We plan to re-bid the five packages that received no bid. The total estimated value of those combined packages is approximately \$100,000. However, if we have learned anything from the bid opening, it is that the actual cost of these five packages could be \$40,000 to \$80,000 over the estimate.

1221 Shoreline Ln  
Boise, ID 83702  
208.345.6677  
Fax 208.344.9002  
lca@lcaarch.com  
www.lcaarch.com



Stacy Pearson  
Vice President  
Boise State University  
Page 2

The other nine packages to be re-bid had a total bid value of \$2,959,256. Of these nine packages, only AV and Kitchen Equipment have the potential of being reduced by value engineering. The others may be reduced if more competition occurs at bid time. It is difficult to anticipate how much savings can be expected. I would be surprised if re-bidding would save more than 5%.

The bidding climate is not expected to improve due to the current building boom and Meridian's passage of their \$140 million School Bond and the running of \$100 million worth of school bonds in November for Nampa, Middleton and Ontario.

We intend to start the re-bid process this week with bid openings in late October and will keep you informed as more information comes available.

Sincerely,  
LOMBARD-CONRAD ARCHITECTS

Scott Henson, AIA  
Vice President

copy: Larry Blake - BSU  
Doug Suddreth - BSU  
John Julian - DPW  
Dave Moe - CM Company

04010-01 L06 4a 100305 SHdt

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: K. Construction Projects**

**April 2002**

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**3. Fiscal Revisions to Previously Approved Projects**

Project revisions that substantially alter the use of the project causing changes in project costs between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) must first be submitted to the executive director for review and approval. Changes in project costs of more than five hundred thousand dollars (\$500,000) must first be submitted to the Board for its review and approval. Requests must be supported by a revised detailed project budget and justification for changes.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**IDAHO STATE UNIVERSITY**

**SUBJECT**

Develop two Requests for Proposal: (1) to purchase a replacement campus computing hardware system and operating system; and (2) to convert existing software to run on the UNIX-based system.

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.

**BACKGROUND**

ISU's current mainframe computer, a Hewlett Packard 3000, plus the operating system that operates the hardware, Hewlett Packard MPE, will no longer be supported by Hewlett Packard after December 2006. This includes any hardware or software repairs. ISU plans to modernize its computing capabilities by migrating to a new computer system by December 2006 (if possible) but no later than December 2007.

**DISCUSSION**

ISU plans to purchase a replacement ("new") computer system, possibly from Hewlett Packard or another established provider, and use that company's version of the UNIX operating system to run the University's software. The total cost of both RFP's is expected to be \$1.5 million, which will be paid from existing funds in the technology fee accounts.

Replacement ("new") hardware is expected to cost \$275,000 and the upgrade to the existing "PowerHouse" software and other software licenses required for the new platform will cost about \$575,000.

Outside programmers will need approximately 12-16 months to convert the existing code which runs on the existing operating system to the code that runs on a UNIX-based system. The estimated cost of this code conversion is \$650,000.

Over the next year, ISU will evaluate and analyze the application software currently in use at the University. ISU's current collection of software systems is not completely integrated and lacks desired capabilities and functionality for processing and reporting. President Bowen has recently established an enterprise applications steering committee to review the University's current applications; assess what is needed for the future; and make recommendations to the new president after July 2006.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**IDAHO STATE UNIVERSITY - continued**

**IMPACT**

Beginning now, migration toward a new computer system will eliminate the possibility of future problems in the event of equipment failure, which would have serious implications for ISU. A decision on ISU's future information system, expected to be made by the new president, based upon recommendations from the enterprise applications steering committee will enable ISU to respond to the recommendation by the Northwest Commission on Colleges and Universities accreditation report that ISU improve its data integration. There is currently a moratorium on new software installations, designed to minimize difficulties during the migration period.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff is generally aware of the issues at Idaho State University surrounding their aging computer hardware/software situation and the need for that institution to begin an upgrade process. This interim step will make sure the university's systems are supported while the university determines its options for the future.

Determination of those options and implementation can typically take three years, and would be the result of campus steering committee recommendations and presidential decision. Staff asked questions of ISU IT staff regarding this interim upgrade, and is convinced the interim approach is critical.

Staff recommends Board approval of the request to issue two Requests for Proposal. ISU will come to the Executive Director, or the Board at a future meeting (depending upon dollar amount), to request purchase of the hardware and software chosen following the RFP process.

**BOARD ACTION**

A motion to approve the request by Idaho State University to develop two Requests for Proposal regarding the ISU information technology systems. The RFP's will be for replacement of IT hardware and operating system, and to convert existing software to run on a UNIX-based system.

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

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**Subsection: I. Real and Personal Property and Services April 2002**

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**I. Real and Personal Property and Services**

**3. Acquisition of Personal Property and Services**

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.
- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

Granting two easements to Idaho Power for relocation of existing utilities on Regents property in Hagerman.

**REFERENCE**

June 1998	FY99 Capital Budget (Ag Biotech Initiative)
June 2001	FY02 Capital Budget (Ag Biotech Initiative)
June 2002	FY03 Capital Budget (Ag Biotech Initiative)

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.g. and 5.b.2.

**BACKGROUND**

In 1999 the Regents acquired property in Hagerman for the University's Aquaculture Research Center. The property included a number of existing utility easements for the benefit of Idaho Power. The University's Agricultural Biotechnology Facilities Initiative included planning, design, and construction for three major project components: the Agricultural Biotechnology Building Addition (now completed); renovations to the existing Agricultural Science Building (now completed); and enhancements to facilities at the UI Aquaculture Lab in Hagerman (now under construction).

**DISCUSSION**

To accommodate construction of a new building for UI, it is necessary to relocate an easement into new locations for overhead and underground utilities that pass through UI property for the benefit of Idaho Power and its customers. The relocation of existing utilities will permit the construction of federally funded improvements at the UI Aquaculture Research Center.

**IMPACT**

Approval of this easement will have no direct fiscal or programmatic impact on the University of Idaho. Project planning for new construction at the UI Aquaculture Research Center anticipated utility relocation costs, and these costs have been a part of the project budget.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff requested a map of the property and easement in question, which is included in the agenda material. The cost of relocating existing utilities is approximately \$17,300, and is included in the original project budget.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO - continued**

Staff has reviewed the request for conformance with Board policy and recommends approval of the granting of two utility easements.

**BOARD ACTION**

A motion by the Board of Regents for the University of Idaho to grant two utility easements across a portion of the UI Aquaculture Research Center in Hagerman, Idaho, and to authorize the University of Idaho Vice President for Finance and Administration to execute said easements in substantially the same form as submitted as part of this request (see Attachment 1).

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



IDAHO POWER COMPANY  
P.O. BOX 70  
BOISE, IDAHO 83707

**LES HOGG**  
Real Estate Specialist  
phone: (208) 388-2693, fax: (208) 388-6927  
e-mail: lhogg@idahopower.com

August 17, 2005

Mr. David Chichester  
University of Idaho, V.P. Finance & Administration  
P.O. Box 443162  
Moscow, Idaho 83844-3162

Re: Letter of Agreement

Dear Mr. Chichester:

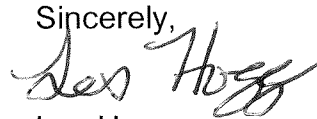
This Letter of Agreement is in response to the request for Idaho Power Company (IPC) to relocate a power line to facilitate the construction of a new building on land owned by The Regents Of The University Of Idaho (U of I), located in Section 6, Township 8 South, Range 14 East, Boise Meridian, Gooding County, Idaho. A more specific description of the land is set forth on the attached Exhibit "A".

IPC agrees to relocate the power line as requested by U of I upon the standard terms and conditions of IPC's tariffs on file with the Idaho Public Utilities Commission, including U of I's payment of the costs of the relocation. The power line will be relocated to the location designated by U of I. Subject to approval by its Board of Regents, U of I will grant two easements to IPC for the relocated power line, in the forms attached hereto as Exhibit "B" and Exhibit "C". U of I has explained that it cannot execute the easements prior to the next regularly scheduled meeting of the U of I Board of Regents, and U of I agrees to have the easements submitted for approval at the next such meeting, no later than November 2005. Upon the execution and delivery of the easements by U of I to IPC, IPC will promptly release the easement for the existing power line. In the event the Board of Regents of the U of I does not grant the easements described herein by November 2005 or other date as agreed upon by the parties, U of I will, upon the request of IPC and at U of I's election, either (1) pay in advance for the cost of relocation of the power line to the existing easement or (2) work with IPC to identify an alternative right-of-way and pay in advance for the cost of the alternative right-of-way and the cost of relocation of the power line to said alternative right-of-way.

If you accept the terms and conditions of this Letter of Agreement for the U of I, please sign two copies of the letter and return one to me as soon as possible. You may keep the other for your records. Additionally, please have the Board approve the two easements at the next Board meeting, have them signed, notarized and returned to me as soon as they are available. Thank you for your assistance.

ACCEPTED BY: \_\_\_\_\_  
David Chichester, V.P. Finance & Administration

DATE: \_\_\_\_\_, 2005

Sincerely,  
  
Les Hogg

c: Dennis Brunk - IPC





Easement—Organization  
(Overhead)

EXHIBIT "B"

The Regents of the University of Idaho, a Corporation, Grantor(s), of Latah County,  
(Use the legally registered name of the organization.)

State of Idaho, does hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, its licensees, successors, and assigns, Grantee, for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, a permanent and perpetual easement and right-of-way, sufficient in width for the erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electrical transmission, distribution, and telephone lines and circuits of the Grantee, attached to poles or other supports, together with guys, crossarms, and other attachments and incidental equipment thereon, and appurtenances, with the right to permit the attachment of the wires and fixtures of other companies or parties, over, on, and across the following premises, belonging to the said Grantor(s) in Gooding County, State of Idaho, in the following location, to-wit:

A parcel of land in the NW¼SE¼ Section 6,T08S,R14E,BM, Gooding County, Idaho, more particularly described as follows:

A 10.0 foot strip of land being 5.0 feet on each side of the following described line:

Commencing at the Southeast corner of said Section 6 and running thence N35°06'50"W a distance of 2725 feet more or less to the REAL POINT OF BEGINNING; Thence S30°13'26"E a distance of 165 feet more or less; Thence S58°51'45"W a distance of 118 feet more or less to the point of terminus...

RELOCATION: Grantee agrees to relocate the power line at Grantor's request; provided that (1) Grantor provides a satisfactory easement for the new power line location and (2) Grantor pays for the cost of relocation of the power line in advance.

NON-EXCLUSIVE RIGHT: Grantor may allow other uses of the easement property, provided that such uses shall not unreasonably interfere with Grantee's use of the easement premises for the power line purposes described in this easement.

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of the Grantee's electrical system. Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities, without the prior written approval of Grantee.

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Work Order #: 27204654

Signature(s) of Grantor(s) (Include title where applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

For County Recorder's Use Only

I, the undersigned notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (Individual's Name including title after each name) who, being by me first duly sworn, declared they are respectively the duly authorized persons of \_\_\_\_\_ (Organization Name), that he / she / they signed the foregoing document, and acknowledged to me that he / she / they executed the same as the free act and deed on behalf of said organization.

(Notary Seal)

Notary Public

Residing at

Commission expires \_\_\_\_\_

--- to the attached sheets for instructions on how to notarize easements.



Easement—Organization  
(Underground)

EXHIBIT "C"

The Regents of the University of Idaho

a Corporation, Grantor(s) of

Latah

County,

(Use the legally registered name of the organization.)

State of Idaho, does hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, its licensees, successors, and assigns, Grantee, for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, a permanent and perpetual easement and right-of-way, sufficient in width to install and maintain: an underground electric power line and related facilities, including, but not limited to, above-ground pad-mounted transformers, with the right to permit the use of cables and conduits of other parties (collectively, the "facilities"), including the perpetual right of ingress and egress, at all reasonable times, to construct, maintain, and repair the facilities over, through, under, and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of the facilities, and the further right to remove trees, bushes, sod, flowers, shrubbery, and other obstructions and improvements, interfering with the location, construction, and maintenance of the facilities, over, on, and across the following premises, belonging to the said Grantor(s) in Gooding County, State of Idaho, in the following location, to-wit:

A parcel of land in the NW¼SE¼ Section 6,T08S,R14E,BM, Gooding County, Idaho, more particularly described as follows:

A 10.0 foot strip of land being 5.0 feet on each side of the following described line:

Commencing at the Southeast corner of said Section 6 and running thence N35°23'51"W a distance of 2580 feet more or less to the REAL POINT OF BEGINNING; Thence N43°04'57"W a distance of 75 feet more or less to the point of terminus..

RELOCATION: Grantee agrees to relocate the power line at Grantor's request; provided that (1) Grantor provides a satisfactory easement for the new power line location and (2) Grantor pays for the cost of relocation of the power line in advance.

NON-EXCLUSIVE RIGHT: Grantor may allow other uses of the easement property, provided that such uses shall not unreasonably interfere with Grantee's use of the easement premises for the power line purposes described in this easement.

The facilities generally will consist of buried power wires, above-ground pad-mounted transformers, junction boxes, cables and conduits, and other equipment, part of which may extend above ground.

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Work Order #: 27204654

Signature(s) of Grantor(s) (Include title where applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

For County Recorder's Use Only

I, the undersigned notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (Individual's Name including title after each name) who, being by me first duly sworn, declared they are respectively the duly authorized persons of \_\_\_\_\_ (Organization Name), that he / she / they signed the foregoing document, and acknowledged to me that he / she / they executed the same as the free act and deed on behalf of said organization.

(Notary Seal)

Notary Public

Residing at

Commission expires

to the attached sheets for instructions on how to notarize easements.



Easement—Organization  
(Overhead)

The Regents of the University of Idaho, a Corporation, Grantor(s), of Latah County,  
(Use the legally registered name of the organization.)

State of Idaho, does hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, its licensees, successors, and assigns, Grantee, for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, a permanent and perpetual easement and right-of-way, sufficient in width for the erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electrical transmission, distribution, and telephone lines and circuits of the Grantee, attached to poles or other supports, together with guys, crossarms, and other attachments and incidental equipment thereon, and appurtenances, with the right to permit the attachment of the wires and fixtures of other companies or parties, over, on, and across the following premises, belonging to the said Grantor(s) in Gooding County, State of Idaho, in the following location, to-wit:

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Commencing at the Southeast corner of said Section 6 and running thence N35°06'50"W a distance of 2725 feet more or less to the REAL POINT OF BEGINNING; Thence S30°13'26"E a distance of 165 feet more or less; Thence S58°51'45"W a distance of 118 feet more or less to the point of terminus...

RELOCATION: Grantee agrees to relocate the power line at Grantor's request; provided that (1) Grantor provides a satisfactory easement for the new power line location and (2) Grantor pays for the cost of relocation of the power line in advance.

NON-EXCLUSIVE RIGHT: Grantor may allow other uses of the easement property, provided that such uses shall not unreasonably interfere with Grantee's use of the easement premises for the power line purposes described in this easement.

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement and the operation, maintenance, and repair of the Grantee's electrical system. Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities, without the prior written approval of Grantee.

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Work Order #: 27204654

Signature(s) of Grantor(s) (Include title where applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

For County Recorder's Use Only

I, the undersigned notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
personally appeared before me \_\_\_\_\_ (Individual's Name  
including title after each name) who, being by me first duly sworn, declared they are respectively the duly authorized persons of  
\_\_\_\_\_ (Organization Name), that he / she / they signed the foregoing document,  
and acknowledged to me that he / she / they executed the same as the free act and deed on behalf of said organization.

(Notary Seal)

Notary Public

Residing at

Commission expires

to the attached sheets for instructions on how to notarize easements.



Easement—Organization  
(Underground)

The Regents of the University of Idaho

a Corporation, Grantor(s) of

Latah

County,

(Use the legally registered name of the organization.)

State of Idaho, does hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, its licensees, successors, and assigns, Grantee, for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, a permanent and perpetual easement and right-of-way, sufficient in width to install and maintain: an underground electric power line and related facilities, including, but not limited to, above-ground pad-mounted transformers, with the right to permit the use of cables and conduits of other parties (collectively, the "facilities"), including the perpetual right of ingress and egress, at all reasonable times, to construct, maintain, and repair the facilities over, through, under, and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of the facilities, and the further right to remove trees, bushes, sod, flowers, shrubbery, and other obstructions and improvements, interfering with the location, construction, and maintenance of the facilities, over, on, and across the following premises, belonging to the said Grantor(s) in Gooding County, State of Idaho, in the following location, to-wit:

A parcel of land in the NW¼SE¼ Section 6,T08S,R14E,BM, Gooding County, Idaho, more particularly described as follows:

A 10.0 foot strip of land being 5.0 feet on each side of the following described line:

Commencing at the Southeast corner of said Section 6 and running thence N35°23'51"W a distance of 2580 feet more or less to the REAL POINT OF BEGINNING; Thence N43°04'57"W a distance of 75 feet more or less to the point of terminus..

RELOCATION: Grantee agrees to relocate the power line at Grantor's request; provided that (1) Grantor provides a satisfactory easement for the new power line location and (2) Grantor pays for the cost of relocation of the power line in advance.

NON-EXCLUSIVE RIGHT: Grantor may allow other uses of the easement property, provided that such uses shall not unreasonably interfere with Grantee's use of the easement premises for the power line purposes described in this easement.

The facilities generally will consist of buried power wires, above-ground pad-mounted transformers, junction boxes, cables and conduits, and other equipment, part of which may extend above ground.

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Work Order #: 27204654

Signature(s) of Grantor(s) (Include title where applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

For County Recorder's Use Only

I, the undersigned notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ (Individual's Name including title after each name) who, being by me first duly sworn, declared they are respectively the duly authorized persons of \_\_\_\_\_ (Organization Name), that he / she / they signed the foregoing document, and acknowledged to me that he / she / they executed the same as the free act and deed on behalf of said organization.

(Notary Seal)

Notary Public

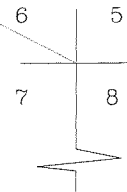
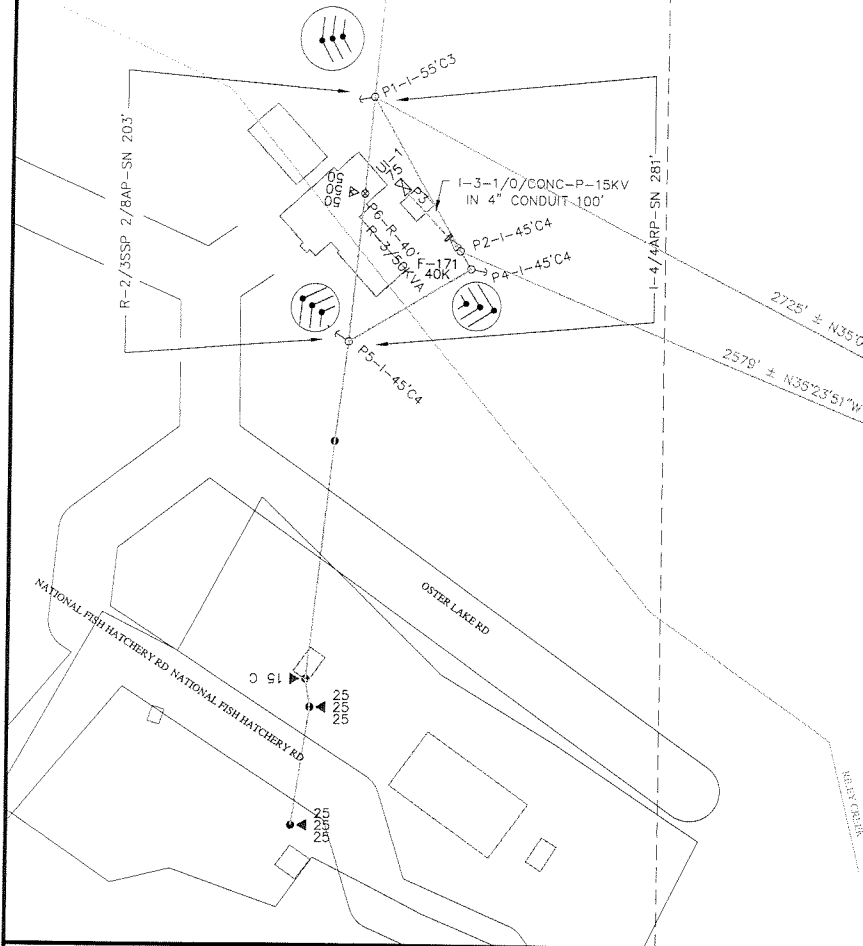
Residing at

Commission expires

to the attached sheets for instructions on how to notarize easements.

# EASEMENT MAP

NOTE: METER AT THE PADMOUNT TRANSFORMER.  
CUSTOMER TO PROVIDE SERVICE WIRE FROM  
THE NEW BUILDING TO THE TRANSFORMER.



TIME SCALE

Job Title: UNIVERSITY OF IDAHO AQUACULTURE SITE--FISH HATCHERY RD/HAGERMAN		Feeder Map file Name: DALE4301		Surveyed or GPS: GPS		Customer:		Date:	
Additional Description:		Qtr 4 Tw 08S Rng 14E Sec 06 Mer BM		Joint Use Attachments: No		Fdr By:		Designer: DHBB986	
Additional Description:		State ID County GOODING		Pre-Built Date: 08/10/05		Date:		Design No: 0000049005	
				Built as Designed:		ArcFM By:		Work Order No: 27204654	
				Construction Date:		Date:			
				Operating Voltage: 12.5 kV					
IDAHO POWER CO. WORK ORDER MAP SCALE: 1"= 100									
Sheet 1 of 1									

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: I. Real and Personal Property and Services**

**April 2002**

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**I. Real and Personal Property and Services**

**2. Acquisition of Real Property**

**g. Execution.**

All easements, deeds, and leases excluding easements, deeds, and leases delegated authority granted to the institutions, school and agencies must be executed and acknowledged by the president of the Board or another officer designated by the Board and attested to and sealed by the secretary of the Board as being consistent with Board action.

**5. Disposal of Real Property**

**b. Board approval of other transfers**

(2) Easements to make a permanent use of real property under the control of an institution, school or agency require prior Board approval - unless easements are to public entities for utilities.

**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO**

**SUBJECT**

Granting a non-exclusive access easement across the University of Idaho Experimental Forest.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.g. & 5.b.2.

**BACKGROUND**

Freeman Wells has been accessing his property and rural residence by using roads existing on UI forestlands for many years. The University has taken no legal or physical action to prevent this access across Regents' property, and the access has caused no financial or land management burden on UI. Recently Mr. Wells has requested that his access rights be formalized with an easement.

**DISCUSSION**

Given that Mr. Wells' access has existed for some time and that his access does not negatively affect the College of Natural Resources' management of the experimental forest, the University would like to establish a defined access right for the adjoining property. In doing so the University will benefit from maintaining good relations with adjoining property owners and doing so does not compromise UI programs and long-term property interests. The University has concluded that it does not serve its interests to deny Mr. Wells' request for an easement. The proposed easement is non-exclusive, allowing future University uses when not in conflict with the access granted. The proposed easement is granted at no cost but does place maintenance responsibilities on the grantee.

**IMPACT**

Approval of this easement will have no direct fiscal or programmatic impact on the University of Idaho.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed the request for conformance with Board policy and recommends approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO - continued**

**BOARD ACTION**

A motion by the State Board of Education, acting as the Board of Regents for the University of Idaho, to grant a non-exclusive access easement across a portion of the UI experimental forest to Mr. Freeman Wells, and to authorize the University's Vice President for Finance and Administration to execute said easement in substantially the same form as submitted as part of this request (see Attachment 1).

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



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**ATTACHMENT 1**

Recording Requested By and  
When Recorded Return to:

UNIVERSITY OF IDAHO  
Capital Planning & Budget  
Attn: Gerard Billington  
Moscow, Idaho 83844-3162

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**NON-EXCLUSIVE GRANT OF EASEMENT**

This NON-EXCLUSIVE GRANT OF EASEMENT (this "Grant") is made this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between THE REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho ("Grantor"), whose address is Vice President for Finance and Administration, University of Idaho, Moscow, Idaho 83844-3168 and FREEMAN WELLS, a single man, whose mailing address is PO Box 62 Princeton, Idaho 83857 ("Grantee"). Grantor and Grantee shall collectively hereinafter be referred to as the "Parties".

**RECITALS**

A. Grantor has agreed to grant to Grantee a non-exclusive easement for ingress and egress through Grantor's property along an existing roadway known as Flat Creek Road and as more particularly described and shown on Exhibit A, which is attached hereto and incorporated by reference herein ("Easement Parcel").

B. The Easement Parcel consists of real property to be utilized for the operation, use, maintenance, repair and replacement, of a roadway for the purpose of providing ingress and egress to Grantee's property ("Grantee's Property"). Grantee's Property is located in Latah County, State of Idaho, and legally described as follows:

A parcel of land located in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Thirty-Two (32), Township Forty-One (41) North, Range Three (3), West Boise Meridian, more particularly described as follows:

Beginning at the NE Corner of said Parcel and thence running due South 376.1658 feet along the East sideline of said afore-described parcel; thence West 1,158 feet; thence North 376.1658 to the Northern Quarter section line; thence East 1,158 feet to the True Point of Beginning.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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NOW, THEREFORE, in consideration of the recitals above which are incorporated below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. GRANT: Grantor hereby grants and conveys to Grantee, its successors, agents, and assigns, subject to all the terms, conditions and warranties contained herein, a perpetual non-exclusive easement ("Easement") over and across the Easement Parcel, for the purpose of ingress and egress, construction, operation, use, maintenance, repair and replacement of those improvements reasonably necessary for such vehicular and pedestrian ingress and egress to Grantee's Property. All construction, maintenance, operation, use, repair and replacement of the Easement roadway shall be strictly limited to the Easement Parcel. Easement Parcel shall not exceed twenty-five feet in width.

2. NOTICE: Any notice under this Grant 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:

If to Grantor:

Vice President for Finance and Administration  
University of Idaho  
PO Box 443168  
Moscow, Idaho 83844-3168

If to Grantee:

Freeman Wells  
PO Box 62  
Princeton ID 83857

or to his successors in interest, agents, assigns or heirs or other record owners of the Grantee's Property that have notified Grantor in writing of such change of Grantee name and address and provided verification of ownership of Grantee's Property.

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

3. BINDING EFFECT: All provisions of this Grant, including the benefits and burdens, are binding upon and inure to the benefit, obligation, and use of the successors, agents, and assigns of the parties hereto. This Grant shall be a burden

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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upon the Easement Parcel, for the benefit of and appurtenant to each and every part of Grantee's Property and shall run with the land.

4. NON-EXCLUSIVE RIGHT AND LIMITATION ON USE: Anything in this instrument to the contrary notwithstanding, Grantee agrees to the following conditions:

a. The Easement herein granted is subject to all easements and encumbrances of record and is non-exclusive, provided that later-granted easements shall be subject to Grantee's rights and uses;

b. Grantor and its successors and assigns shall retain the right to full use of the surface and subsurface of the Easement Parcel. ;

c. Grantee is not authorized by this Grant to use the Easement Parcel for storage, parking or maintenance of vehicles or for any purpose not specified above. Grantee and Grantee's guests and invitees shall not damage the Easement beyond normal wear and tear. Should such damage occur, Grantee shall repair such damage at Grantee's sole cost and expense.

5. INDEMNITY: The Grantee shall indemnify, defend and save Grantor, its successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses (including, without limitation, reasonable attorneys' fees) which Grantor may incur as a result of any act or omission of the Grantee, and Grantee's agents, contractors, tenants, licensees and invitees, in their use of the Easement Parcel under this Grant. If any action, claim or demand is made against Grantor for any act or omission of the Grantee or Grantee's agents, contractors, tenants, licensees and invitees, Grantee agrees to assume the expense and shall pay all costs, charges, attorneys' fees, settlements, judgments or other expenses incurred by or obtained against Grantor, and also, including all attorneys' fees and costs associated with any appeal proceeding.

6. REMEDIES: In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Grant, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and costs, and also including reasonable attorney's fees and costs associated with any appeal proceedings. The failure of Grantor to insist upon strict performance of any of the terms or conditions of this Grant shall not be deemed a waiver of any rights or remedies that Grantor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms or conditions of the Grant by the same or any other person. The covenants, warranties and obligations established herein shall survive the granting of easement rights conveyed to the Grantee and shall remain binding on the parties and their successors in interest and shall survive recording of this Grant of Easement.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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7. MODIFICATION: This Grant shall not be modified unless expressly agreed to by both parties in writing.

8. RELOCATION: The Grantor reserves the right to, and the Grantee agrees that the Easement and Easement Parcel may be relocated at the Grantor's sole option and expense so long as the relocated access provides reasonably equivalent access to the east boundary of the Grantee's property.

9. EASEMENT REPAIRS AND IMPROVEMENTS: Grantor and Grantee agree that Grantor shall have no obligation by this Grant to maintain the Easement Parcel to any particular standard, nor to engage in maintenance other than current and customary practice of discretionary annual repair and maintenance. In the event Grantor no longer uses the Easement Parcel for Grantor's ingress and egress to Grantor's Property, Grantor may discontinue all of its maintenance operations for the Easement Parcel. In such event, any construction, maintenance, operation, use, repair and replacement of the roadway by Grantee shall be at its sole cost and expense; provided however, Grantee shall receive prior written approval of the Grantor for any such projects undertaken by Grantee, such approval not to be unreasonably withheld.

10. RIGHT OF WAY CLEARING AND MAINTENANCE: Grantee shall have the right to cut, trim, and remove any and all brush, branches, and trees located within the Easement Parcel which impair Grantee's ingress and egress. Grantee shall be responsible for all maintenance and repair of Easement.

11. PROVISION FOR SHARED MAINTENANCE COSTS: In the event Grantor grants another party a non-exclusive easement for ingress and egress over all or a part of the Easement Parcel, such subsequent easement shall only be granted subject to Grantor explicitly establishing in any new grant a reasonable and equitable process for sharing costs for any maintenance, repairs or improvements between any new grantee and Grantee. Such process may be amended by those two parties by mutual agreement and without the consent of Grantor, so long as such amended process does not impose any costs or responsibilities upon Grantor.

12. CONDITION OF PARCEL: In the event that the Grantee shall undertake any actions on the Easement Parcel intended for the construction, maintenance, repair or replacement of the Easement, the Grantee shall have the prior written approval by the Grantor for such actions, and Grantee shall return the Easement Parcel, to the extent reasonably practical, at least to the same or better condition as the Easement Parcel was in prior to Grantee's construction, maintenance, repair or replacement activities. In the event that Grantee fails to repair and return the Easement Parcel to said same condition, then the Grantor, at its sole discretion, may restore the Easement Parcel, or any portion thereof, and Grantee shall reimburse Grantor for all costs associated therewith within thirty (30) days from receipt of an invoice therefor.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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13. **TITLE INSURANCE AND ESCROW:** Should Grantee so desire, at its sole expense, Grantee may apply forthwith for a title insurance policy insuring the easement hereby granted and Grantor will make available for inspection by the title company any evidence of title in its possession.

14. **REPRESENTATIONS AND WARRANTIES:** Grantor and Grantee represent and warrant as of the date herein that they and the person(s) executing on their behalf have the power and authority to execute this Grant and to perform Grantor's and Grantee's obligations herein and if Grantor or Grantee are a corporation, all necessary corporate action to authorize this transaction has been taken.

15. **COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS:** The Parties hereby agree to comply in all respects with any and all, applicable federal, state and local statutes, laws, ordinances, codes, regulations, and rules in connection with the use of the Easement and Easement Parcel. In addition, with respect to the construction, operation, use, maintenance, repair or replacement of the Easement which may be undertaken by the Grantee as provided herein, Grantee agrees to comply with all applicable industry standards pertaining thereto.

16. **RECORDING:** After recording this instrument, Grantee shall provide Grantor with a certified copy of the recorded instrument showing the date, instrument number, book, and page of recording.

17. **TERMINATION:** Grantee may terminate this Grant upon the express written consent by Grantor and by recording a release with the Latah County Recorder's Office in recordable form with directions for delivery of the same to Grantor, whereupon all rights, duties, and liabilities hereby created shall terminate. If there is a termination or abandonment of the Easement, Grantee shall remove Grantee's Improvements and return the Easement Parcel to its condition as of the date of this Grant unless, upon Grantee's written request, Grantor authorizes Grantee in writing to not remove Grantee's Improvements.

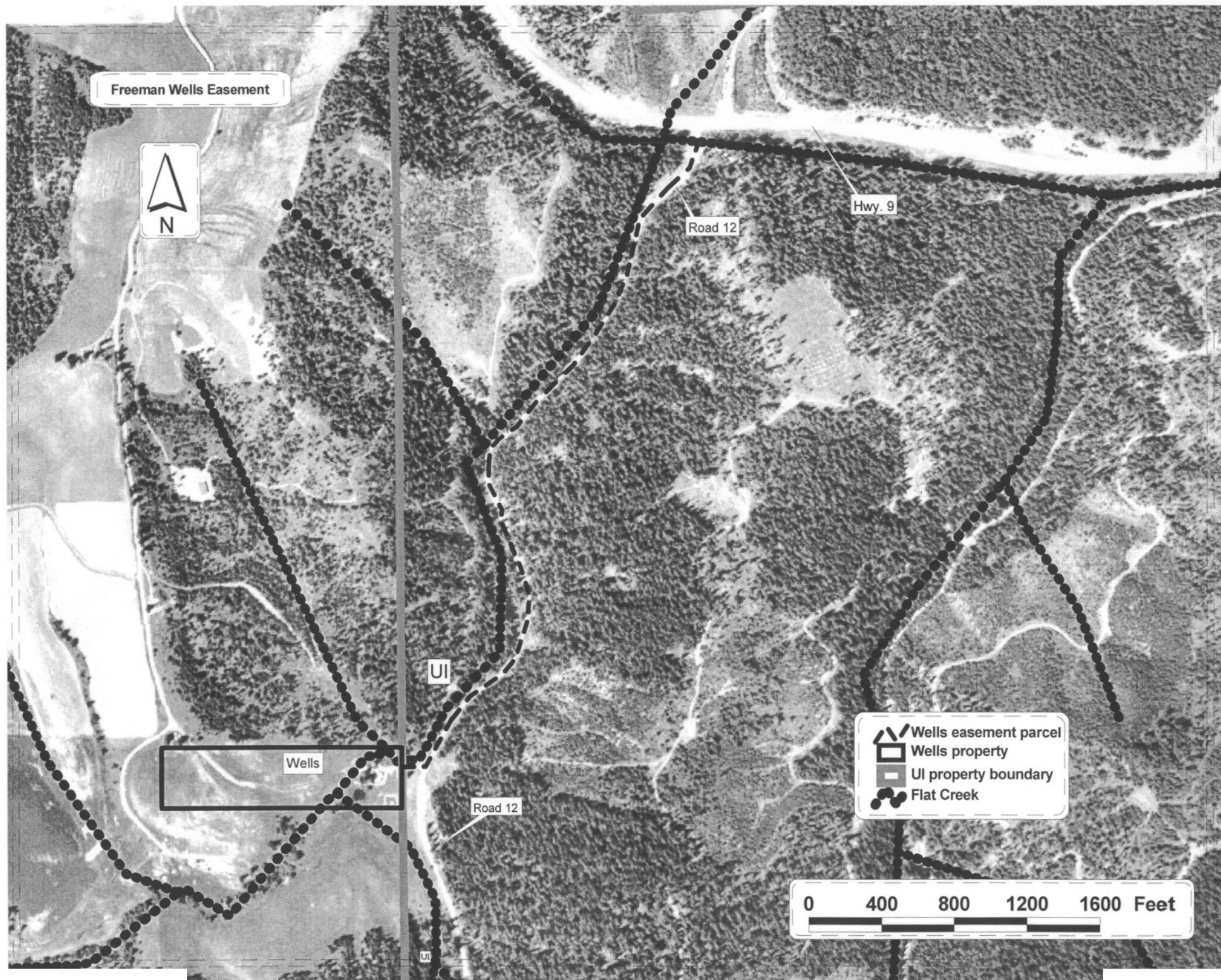




**EXHIBIT A**

**Easement Parcel**





**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

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**I. Real and Personal Property and Services**

**2. Acquisition of Real Property**

**g. Execution.**

All easements, deeds, and leases excluding easements, deeds, and leases delegated authority granted to the institutions, school and agencies must be executed and acknowledged by the president of the Board or another officer designated by the Board and attested to and sealed by the secretary of the Board as being consistent with Board action.

**5. Disposal of Real Property**

**b. Board approval of other transfers**

(2) Easements to make a permanent use of real property under the control of an institution, school or agency require prior Board approval - unless easements are to public entities for utilities.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**LEWIS-CLARK STATE COLLEGE**

**SUBJECT**

Approval to sell two property lots to McCann Partners, to provide adequate land to construct a residence hall.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.1. through V.I.3.

**REFERENCE**

October 2004	Lewis-Clark State College (LCSC) informed Board of shortage of residence hall space.
December 2004	Board asked for a needs presentation and competitive RFP.
January 2005	Board asked for review of private enterprise building any necessary residence halls and/or advantages of self financing without a lease consideration.
March 2005	Board approved the sale of tax-exempt bonds to fund the construction of a residence hall. However, LCSC promised to provide adequate time for private industry to intervene prior to a financial commitment by the College.

**BACKGROUND**

Lewis-Clark State College has been pursuing a private/public partnership as a means of providing a method to construct needed housing for LCSC students. During the January 2005 meeting the Board asked that LCSC pursue the possibility of allowing the need to be met through the private sector, renting directly to students without a financial obligation to the College. In addition, the Board asked that LCSC pursue other funding alternatives rather than a lease arrangement guaranteeing a return to a private developer.

During the March 2005 meeting, the Board approved the issuance of a tax-exempt bond to fund a new residence hall with the promise from LCSC it would pursue the possibility of encouraging private enterprise to construct a facility and rent directly to the students. The goal is to have a new and affordable housing by Fall Term 2006.

**DISCUSSION**

Lewis-Clark State College believes it is need of new and modern student housing. A new residence hall would help the college in attaining goals in regard to student body growth and increased retention of students during the first two years on campus.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**LEWIS-CLARK STATE COLLEGE – continued**

New student housing would also provide the college with more flexibility to house students in order to take portions of existing residence halls off-line to provide system upgrades and address the safety and efficiency needs of those older structures. The College intends to move 59 current students now housed in a local hotel into the new structure and does not intend to rent rooms in Talkington Hall, on campus, in Fall of 2006. This will allow the College to plan for renovation of Talkington Hall to address life safety and energy conservation needs. The College could then start to meet the demand created by the growth of new students on campus and attract more students to the Lewis-Clark State College campus starting Fall 2007.

Lewis-Clark State College has recently been approached by McCann Limited Partnership to develop and construct an apartment style building on 4<sup>th</sup> street between 8<sup>th</sup> avenue and 9<sup>th</sup> avenue, directly across the street from the Student Union Building located on the LCSC campus. The planned project would provide eighty-eight (88) new beds for students. The developer has purchased four of six lots on the block. Lewis-Clark State College owns the other two lots. One lot owned by the College has a house and is scheduled for demolition when time and resources permit. The other lot is vacant land.

The developer is asking to purchase said property for a sum of \$65,000. The attached appraisal shows the fair market value as \$65,000. This project required the approval from the City of Lewiston for a “contract zone” that allows more beds than the current zoning restrictions allow. Part of the requirements of the granted zoning agreement was that the developers negotiate a management agreement with the College that would provide preference for students to be primary residents in the project.

In addition to the project noted above, the College has been working with a second developer who is initiating a project located in downtown Lewiston (corner of 5<sup>th</sup> Street and Main Street), with a capacity of 116 students. The developer has proposed a similar management agreement as the one being considered for the McCann Limited Partnership project. The completion of both of these projects will allow the College to address the need for new housing and the ability to plan for renovation of existing residence halls on campus.

Both developers have requested the College become the rental agent for the respective residence halls. In this situation, the College will receive revenue to cover the cost of residence hall staffing and facility maintenance.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**LEWIS-CLARK STATE COLLEGE – continued**

**IMPACT**

Income from the sale of the two lots, if approved, will be used in the LCSC Residential Life budget for the benefit of students. Exact use of the funds has yet to be determined.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has had extensive discussions over the past 10 months with representatives at Lewis-Clark State College and remains convinced additional housing is needed. Although the Board previously authorized LCSC to issue bonds to construct a residence hall, the College has been receptive to offers of interest from private developers. In this situation, a private developer has offered to construct a residence hall immediately adjacent to the campus, and has contracted with LCSC to manage the proposed residence hall.

The bonds approved to be issued will not be necessary, and Board action to rescind that motion may be needed after the residence hall is fully operational.

The appraisal mentioned above may not have been available at the time the agenda was published. If not, the document will be provided separately.

Staff has reviewed this item for conformance with Board policy and recommends approval.

**BOARD ACTION**

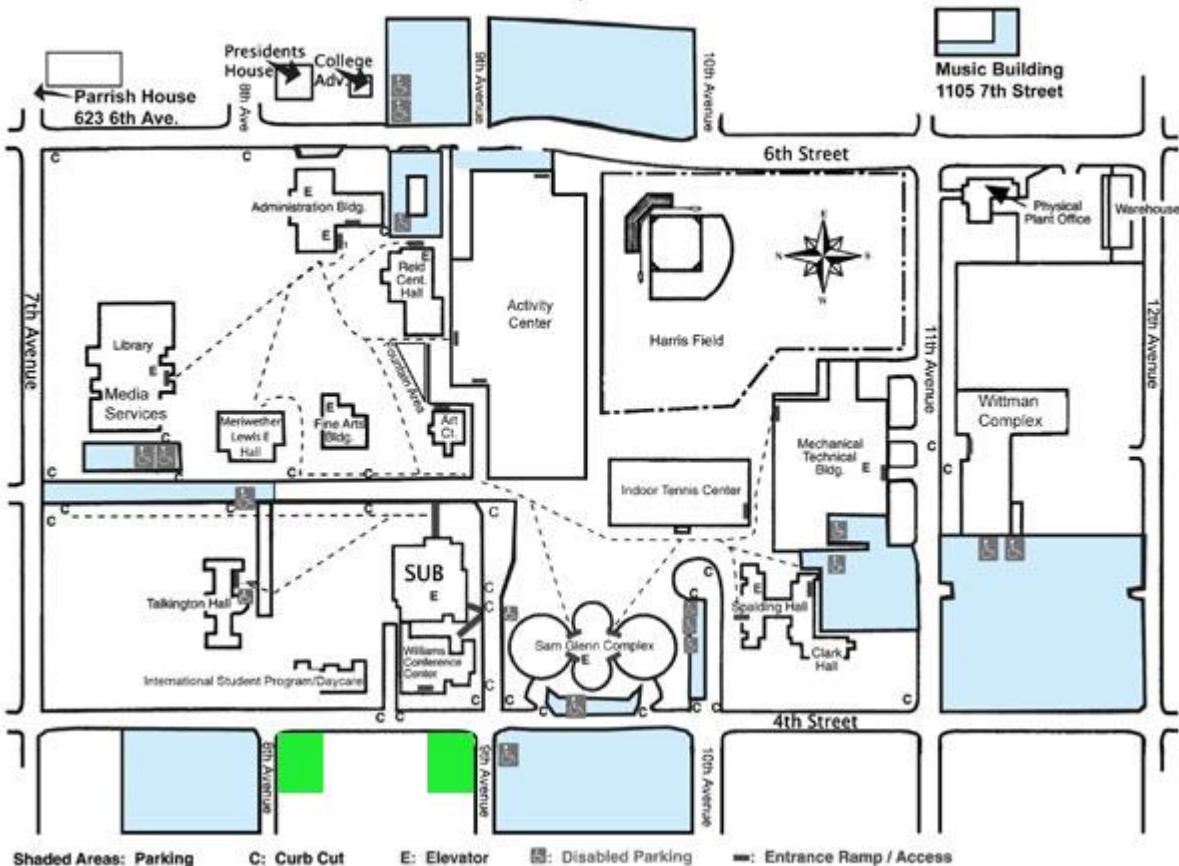
A motion to approve the sale of two lots at 802 4<sup>th</sup> street and 828 4<sup>th</sup> street by Lewis-Clark State College to McCann Limited Partnership for the express purpose of constructing a residence hall.

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

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# LEWIS-CLARK STATE COLLEGE

Lewiston, Idaho



Prepared by E-PCD Building Technology students

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**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: I. Real and Personal Property and Services**

**April 2002**

**I. Real and Personal Property and Services**

**1. Authority**

- a. The Board may acquire, hold, and dispose of real and personal property pursuant to Article IX, Section 2 and Article IX, Section 10, Idaho Constitution, pursuant to various sections of Idaho Code.
- b. Leases of office space or classroom space by any institution, school or agency except the University of Idaho are acquired by and through the Department of Administration pursuant to Section 67-5708, Idaho Code.
- c. All property that is not real property must be purchased consistent with Sections 67-5715 through 67-5737, Idaho Code, except that the University of Idaho may acquire such property directly and not through the Department of Administration. Each institution, school and agency must designate an officer with overall responsibility for all purchasing procedures.
- d. Sale, surplus disposal, trade-in, or exchange of property must be consistent with Section 67-5722, Idaho Code, except that the University of Idaho may dispose of such property directly and not through the Department of Administration.
- e. If the executive director finds or is informed that an emergency exists, he or she may consider and approve a purchase or disposal of equipment or services otherwise requiring prior Board approval. The institution, school or agency must report the transaction in the Business Affairs and Human Resources agenda at the next regular Board meeting together with a justification for the emergency action.

**2. Acquisition of Real Property**

- a. Any interest in real property acquired for the University of Idaho must be taken in the name of the Board of Regents of the University of Idaho.
- b. Any interest in real property acquired for any other institution, school or agency under the governance of the Board must be taken in the name of the state of Idaho by and through the State Board of Education.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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- c. This does not preclude a foundation or other legal entity separate and apart from an institution, school or agency under Board governance from taking title to real property in the name of the foundation or other organization for the present or future benefit of the institution, school or agency. (See Section V.E.)
- d. Acquisition of an option, lease, or any other present or future interest in real property by or on behalf of an institution, school or agency requires prior Board approval if the term of the lease exceeds five (5) years or if the cost exceeds two hundred fifty thousand dollars (\$250,000) annually.
- e. Appraisal.  
An independent appraiser must be hired to give an opinion of fair market value before an institution, school or agency acquires fee simple title to real property.
- f. Method of sale - exchange of property.  
The Board will provide for the manner of selling real property under its control, giving due consideration to Section 33-601(4), applied to the Board through Section 33- 2211(5), and to Chapter 3, Title 58, Idaho Code. The Board may exchange real property under the terms, conditions, and procedures deemed appropriate by the Board.
- g. Execution.  
All easements, deeds, and leases excluding easements, deeds, and leases delegated authority granted to the institutions, school and agencies must be executed and acknowledged by the president of the Board or another officer designated by the Board and attested to and sealed by the secretary of the Board as being consistent with Board action.

**3. Acquisition of Personal Property and Services**

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.
- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**COLLEGE AND UNIVERSITIES OF THE STATE BOARD**

**REFERENCE**

August, 2005

Board approved FY 2007 College and University budget requests.

**SUBJECT**

Adjust Board-approved budget requests for FY 2007 to match the amounts requested by the College and Universities and agencies

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V. B.1

**BACKGROUND**

At its August 2005 meeting, the State Board of Education approved Maintenance of Current Operations (MCO) and Line Item budget requests for submission to the Legislative Services Office (LSO) and Division of Financial Management (DFM). Subsequent to publishing the August agenda, several technical revisions are necessary to match the Board-approved budget request with the material provided by OSBE staff to DFM and LSO.

Although Board action gave authorization for the Executive Director to approve all MCO budgets, staff is bringing these changes to the Board for its review and approval.

**DISCUSSION**

Subsequent to the August Board meeting, the institutions and staff have revised the budget requests to adhere to the budget development guidelines. Also, including the changes outlined above will allow the institutions to obtain Board approval for all items contained in the budget requests sent to DFM and LSO.

**IMPACT**

College and Universities

MCO Revisions – Board action

- Library Books & Periodicals and Inflationary Capital Outlay have been moved to Replacement Items. This resulted in an increase to Replacement Items of \$739,100 and a decrease to Inflationary Adjustments of \$237,700.
- Nondiscretionary Adjustments decreased by \$501,400.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**

**COLLEGE AND UNIVERSITIES OF THE STATE BOARD - continued**

- The original University of Idaho request did not include \$219,200 for Utility increases and the Lewis-Clark State College request did not include \$16,000 for Library Books & Periodicals. This brings the total increase to Replacement Items to \$755,100 and the total decrease to Nondiscretionary Adjustments to \$282,200, the net change being an increase of \$235,200.
- In addition, the August Board agenda did not include include Replacement Items for the University of Idaho. The UI is properly is requesting \$1,398,000 for Replacement Items.

Line Item Revisions – Board action

- Revised calculations for FY 2007 Occupancy costs result in a decrease of \$77,300.

The attached spreadsheet displays a comparison of the Board Approved, revision items, and Revised Budget totals for the College and Universities. These above amounts have been included in the revised budget material submitted to the legislative and Executive budget offices.

Line 1 of the spreadsheet shows a revision in the Base of \$2,380,200. This change is detailed on footnote #1, endowment fund revision and removal of the 27<sup>th</sup> payroll for Boise State University. These items are technical revisions not requiring Board approval.

Agencies

MCO Revisions – information only

- The Historical Society made an adjustment to their MCO budget as follows: the FY 2006 Supplemental Request for security equipment (\$90,000), which is one-time in nature, was not removed from the FY 2007 base. This change reduces the MCO request for General Funds by \$90,000.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**

**COLLEGE AND UNIVERSITIES OF THE STATE BOARD - continued**

- The Idaho Department Vocational Rehabilitation (IDVR) made an adjustment to their MCO budget as follows: due to implementation of a new case management system, IDVR, in coordination with the Division of Human Resources (DHR), has determined the duties of the Office Specialist II classification, job grade 'E', does not match the duties required for the new system. The DHR has determined that the job grade 'G' is appropriate for the new duties. IDVR requests additional spending authority in Federal Funds to accommodate the increase in salaries. The change increases the MCO request for federal fund appropriation by \$141,500.

All of these revisions have been reviewed with the Finance Committee Chair, Mr. Terrell.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has worked with the institutions, agencies to ensure these budget requests revisions are in agreement with budget development guidelines issued by the DFM and LSO.

A motion to approve the MCO changes for the College and Universities is included below. Because the Occupancy Cost item is a decrease from the Board-approved amount, no motion is included. No motion is provided for the agency changes as they are within the MCO area, which the Board previously gave approval for.

Staff recommends approval of the MCO and Line Item motion for the College and Universities.

**BOARD ACTION**

A motion to increase the College and University FY 2007 MCO request for Replacement items by \$2,153,100, to decrease Inflationary Adjustments by \$237,700 and Nondiscretionary Adjustments by \$282,200, and to decrease the Line Item for Occupancy costs by \$77,300.

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

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**College and Universities**  
**State Board of Education Recommendation and Revised Budget Requests**  
**Fiscal Year 2007 Budget Request Summary**

Decision Units		Board Approved	Revisions	Revised Budget	
1	<b>9.00 FY 2007 BASE</b>	<b>355,897,400</b>	2,380,200	<b>358,277,600</b>	(1)
2	<b>Program Maintenance</b>				
3	10.10 Employee Benefit Costs	1,954,200	(600)	1,953,600	(2)
4	10.20 Inflationary Adjustments (1.9%)	1,556,100	(237,700)	1,318,400	(3)
5	10.30 Replacement Items (see attached detail)	4,278,600	2,153,100	6,431,700	(4)
6	10.60 Change in Employee Compensation (1%)	2,446,400	(2,800)	2,443,600	
7	10.70 Nondiscretionary Adjustments				
8	10.71 Enrollment Workload	1,287,300		1,287,300	
9	10.72 Library Books/Periodicals	501,400	(501,400)		(5)
10	10.74 Utility Rate Increases	433,800	219,200	653,000	
11					
12					
13	<b>11.00 FY 2007 TOTAL MAINTENANCE</b>	<b>368,355,200</b>	4,010,000	<b>372,365,200</b>	
14	<b>12.00 PROGRAM LINE ITEMS:</b>				
15	12.01 Occupancy	591,600	(77,300)	514,300	(6)
16	12.03 Salaries	9,209,700		9,209,700	
17	12.04 Library Support	1,024,600		1,024,600	
18	12.05 Operating Budget Support	3,000,000		3,000,000	
19	12.06 Enhanced/New Instruction Programs	4,109,400		4,109,400	
20	12.07 Infrastructure - Physical Plan Maint.	15,000,000		15,000,000	
21	12.08 Infrastructure - Technology	2,022,100		2,022,100	
22	12.09 Funding Equity	607,200		607,200	
23	<b>13.00 FY 2007 TOTAL</b>	<b>403,919,800</b>	3,932,700	<b>407,852,500</b>	
24	Amount Change From Base	48,022,400	1,552,500	49,574,900	
25	Percent Change From Base	13%		14%	

(1) Endowment Fund one-time shift for fund shortfall and removal of 27th Payroll of \$1,228,000 for BSU

(2) Revision to worksheets used to calculate Inflationary Adjustments

(3) Moved inflation based capital outlay from DU 10.21 to DU 10.31

(4) Inflation based capital and Library Books & Periodicals moved to DU 10.30, UI Replacement Items \$1,398,000

(5) Library Books & Periodicals moved from DU 10.72 to DU 10.32

(6) Revised Occupancy Costs worksheet

**REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection B. Budget Policy**

**April 2002**

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**1. Budget Requests**

For purposes of Item 1., the community colleges (CSI and NIC), the State Historical Society, and the State Library are included.

**a. Submission of Budget Requests**

The Board is responsible for submission of budget request for the institutions, school and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

**b. Direction by the Office of the State Board of Education**

The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

**c. Preparation and Submission of Annual Budget Requests**

Annual budget requests to be submitted to the Board by the institutions, school and agencies under Board governance are due in the Office of the State Board of Education on the date established by the executive director.

**d. Presentation to the Board**

Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution, school or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for their action.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**  
**AGENCIES AND INSTITUTIONS OF THE STATE BOARD**

**SUBJECT**

First Reading – Amendment to Board Policy V.S.2 – Enrollment Workload Adjustment (EWA) Base Multiplier

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**REFERENCE**

September 2001	Board requested president's council to review the process used to allocate the annual General Education allocation to the college and universities, and make recommendations for changes.
October 2001	Board Task Force presented its recommendations to the full Board.
November 2001	Board Task Force provided an update and reviewed probable recommendations and indicated a final report would be ready in January
January 2002	Board accepted the (draft) Task Force Report
March 2005	First reading of the policy occurred.
April 2005	Second reading and approval of the policy, for weighting factors only (see below)

**BACKGROUND**

In April 2001 the Idaho State Board of Education contracted with MGT of America, Inc. (MGT) to review the method of allocating funds to the four senior institutions of higher education: Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College.

At the January 2002 Board meeting, the Board accepted the Task Force Report (see Attachment 1, page 3) which included recommendations to separately identify the credit hours generated by doctoral students and to establish the weights for doctoral level credit hours with a maximum weight of 10.00. This action was approved by Board action in March and April, 2005.

However, the Task Force recommendation to increase the dollar value of the weighted credit hour used to fund enrollment increases has not been extensively discussed or acted upon by the Board. The Financial Vice President's group has noted the importance of this matter on several occasions.

**INSTITUTION / AGENCY AGENDA**

**AGENCIES AND INSTITUTIONS OF THE STATE BOARD - continued**

**DISCUSSION**

The current EWA calculation includes “the total budget base of the institutions shall be multiplied by 0.33 and divided by the three-(3) year moving average of total weighted credit hours for the prior year”. The MGT study included a recommendation (see Attachment 2 excerpts from MGT Executive Summary) to remove the component that multiplies the base by 0.33 in order to “increase both the adequacy and equity of the allocation mechanism.”

This proposal would increase the multiplier factor from 0.33 to 0.67, a doubling of the current weight, but still less than the MGT recommendation of 1.00.

**IMPACT**

Removing the component that multiplies the budget base by 0.33 will increase both the adequacy and equity of the allocation mechanism by increasing the dollar value of the weighted credit hour that is used to fund enrollment increases per recommendations adopted by the Board in January 2002.

The college and universities have been experiencing significant growth in enrollment and inflation-driven costs, and increasing the dollar value of the weighted credit hour within the Enrollment Workload Adjustment is the sole means the institutions have from state support to increase their revenue accordingly.

If the Board approves first reading in October and second reading in December, 2005, the budget request for FY 2007 would not be revised. It is still possible the legislative appropriation for FY 2007 might incorporate the revised weighting, but more likely the first impact will be felt for the FY 2008 process.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has determined that applicable Board policy must be updated to reflect the second portion of the recommendations previously adopted by the Board.

**BOARD ACTION**

A motion to approve the first reading of changes to Idaho State Board of Education Governing Policies and Procedures, Section V.S.2., Allocation of Lump Sum Appropriation (BSU, ISU, UI, LCSC) to increase the credit hour multiplier from 0.33 to 0.67 used in the Enrollment Workload Adjustment calculation.

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

# State Board of Education

## Task Force Report

### Funding Equity

Recommendations Adopted by the

State Board of Education on

January 21, 2002

# Introduction/Background

The legislature provides a lump-sum appropriation to the State Board of Education (Board) for higher education programs at the four-year postsecondary institutions. Based on Board policy, this lump-sum appropriation (general account and endowment funds only) is allocated to Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College. The student fee revenue portion of the appropriation is retained at the institution that generates the funds. The Board's allocation policy starts with the current year's base funding with additional allocations for enrollment workload adjustment, new occupancy costs, and areas with legislative intent.

Recently concerns have been expressed that funds are not equitably allocated among the institutions. As a result of these concerns, the Board asked the President's Council for recommendations on the funding process. The presidents hired a consulting firm (MGT of America) who determined an inequity exists among the institution and also provided recommendations for allocating the lump-sum appropriation. After receiving comments and recommendations from the presidents regarding equity, the Board created a Task Force to provide recommendations on funding equity for the Board's consideration.

## Calculating Equity

MGT concluded that the four institutions are not funded equitably when compared to their peer institutions. Peer institutions were identified for each institution based on role and mission statements, degrees awarded, number of students, location in urban/rural area, discipline mix, number of staff, and research expenditures, etc. The Task Force viewed the MGT results as external determination of inequity or funding inadequacy.

The Task Force's focus was on determining internal equity among the four institutions. The task was to determine if similar students in similar programs were funded equally. For this analysis, only the instructional program was considered. The task of determining equity for research and public service was deferred. To complete the instructional analysis, adjustments had to be made to the funds considered so only the instructional funds were involved. Also, to consider the difference in student costs, weights were assigned for different levels and disciplines. Once these adjustments were made, the instructional funds were divided by the weighted credit hours to determine equity.

The Task Force adjusted the amount of lump-sum general account and endowment funds to be used in determining funding equity, in order to account for these differences in the role and mission statements and to focus only on the funds that support the instructional mission. Many of the programs identified in the role and mission statements are separately funded but rely on the general education lump-sum appropriation to provide administrative support. The Task Force allocated administrative support funds to the other appropriation-funded programs in order to arrive at comparable educational costs. A final funding adjustment was made to allocated

administrative and support costs (academic support, institutional support, physical plant and student serviced) to the three primary functional areas (instruction, research, and public service). After these adjustments were made, only the adjusted instructional funds were involved in the analysis to determine equity.

The second part of the equation also provided complicating factors. The Task Force determined that doctoral students should be funded at a higher rate than lower division students (freshman and sophomores) and that engineering students should be funded at a higher level than a social science or a history student. To account for these differences, the actual credit hours are weighted which provides additional funds for higher cost programs. From recommendations provided in the MGT report and input from the institutions, the Task Force weighted the actual credit hours generated, by level and discipline, as displayed in Attachment A. The institutions report total actual credit hours generated annually by level and by discipline which are reduced for full-fee paying nonresidents, students enrolled in the medical and dental programs, and student contract course to arrive at the weighted credit hours used in the equity calculation.

## Enrollment Workload Adjustment Funding

The enrollment workload adjustment (EWA) is a process the Board uses to fund institutions for enrollment changes (both positive and negative). The EWA is part of the Board's annual budget request for the general education programs and is one of the key items in the Board's allocation process. The EWA is calculated on changes in the weighted credit hours using a three-year moving average to stabilize the annual enrollment fluctuations. The value of a weighted credit hour used to reimburse the institutions for enrollment changes is calculated by dividing one-third of the general account and endowment funds budget base for higher education by the three-year moving average for the prior year. This weighted credit hour value is multiplied by the changes in the three-year moving averages for each institution to arrive at the amount necessary to fund enrollment changes.

## Findings and Recommendations

The Task Force accepted the findings in the MGT report that calculated the institutions were not adequately funded when compared to their peer institutions.

It is recommended that the Board support efforts to increase the funding for all college and universities' higher education programs, which will promote the development of tomorrow's workforce and support efforts in science and technology.

The Task Force, in determining funding equity, focused exclusively on the instructional mission. Based on this analysis, the Task Force found that a funding inequity exists in the current funding base. The adjusted instructional funds per weighted credit hour at Boise State University and

Idaho State University are below the University of Idaho funding level. The Task Force calculated that \$7,920,000 would be needed to correct this inequity (RE: Attachment B).

It is recommended that additional/new funds be used to achieve equity and not through reallocation of base funds.

It is recommended that the request for the additional equity funds will be one of the Board's top priorities for higher education until equity is achieved.

It is recommended that unfunded requests for enrollment changes (EWA request) for FY03 and beyond will accumulate and be requested in subsequent years (negative adjustments will reduce the identified inequity amount, not the funding base). As funds become available, allocations for unfunded EWA will be considered prior to funding the identified base inequity.

The Task Force found that the EWA did not adequately fund the doctoral level students and did not adequately fund increases in enrollment.

It is recommended to separately identify the credit hours generated by doctoral students and to establish the weights for doctoral level credit hours with a maximum weight of 10.00.

It is recommended to retain four groups and the current groupings of disciplines for weighting purposes.

It is recommended to retain the five percent additional weighting for the role and mission emphasis designation of each institution.

It is recommended to continue the current practice of excluding credit hours generated from full-fee paying nonresident students and to develop controls or adjustments for awarding partial waivers.

It is recommended to increase the dollar value of the weighted credit hour that is used to fund enrollment increases. The amount of the increase is being developed.

**ATTACHMENT 2**

Rolling three-year Average. Idaho uses a rolling three year average of enrollments to calculate the workload adjustment. A rolling three-year average provides a buffer for institutions when enrollments are declining, and is consistent with the guiding principles stability and responsiveness. However, Idaho includes only one-third of any changes in enrollment or workload in the adjustments. As a result, over time, increases in enrollments are not reflected in institutional budgets, and decreases in enrollments result in funding of “phantom students.” This one adjustment has contributed significantly to inequity in the institutional allocations over time.

***Recommendation 3: Rolling Three-Year Average:***

**Change the Board policy on the rolling three-year average to the following: “The total budget base of the institutions shall be divided by the three-year moving average of total weighted credit hours for the prior year. The resultant amount per credit hour shall be multiplied by the change from the prior three-year moving average of weighted credit hours for each institution to calculate the adjustment by institution.”**

Adoption of this recommendation will increase both the adequacy and equity of the allocation mechanism.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: S. Allocation of Lump Sum Appropriation**

**April 2005**

**S. Allocation of Lump Sum Appropriation (BSU, ISU, LCSC, UI)**

**2. Methodology**

The allocation shall consist of the total of the lump sum general account appropriation and actual land grant endowment receipts. The allocation shall be made in the following order:

- a. Each institution shall be allocated its base allocation of the prior year.
- b. An Enrollment Workload Adjustment shall be applied to the allocation of each institution. The adjustment shall be calculated as follows:
  - (1) A three-(3) year moving average of credit hours multiplied by the program weights shall be used. The three (3) years to be used shall be those which precede the year of the allocation and shall consist of two (2) years of actual and one (1) year of estimated credit hours.
  - (2) Effective with the FY 1990 allocation, credit hours generated from externally funded sources and contracts shall be removed from this adjustment. Credit hours for in-service teacher education shall not be removed.
  - (3) The total budget base of the institutions shall be multiplied by ~~0.33~~0.67 and divided by the three-(3)year moving average of total weighted credit hours for the prior year. The resultant amount per credit hour shall be multiplied by the change from the prior three-(3)year moving average of weighted credit hours for each institution to calculate the adjustment by institution.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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- (4) Program weights are the weighting factors applied to four (4) categories of instructional disciplines with different weight factors by category and course level. The groups and factors follow.

<u>Group I</u> Physical Education Law Letters Library Sciences Mathematics Military Science Psychology Social Sciences	<u>Group II</u> Area Studies Business & Management Education Communications Home Economics Public Affairs Interdisciplinary Studies
<u>Group III</u> Agricultural & Natural Resources Architecture & Environmental Design Biological Sciences Fine & Applied Arts Foreign Languages Physical Sciences	<u>Group IV</u> Engineering Health Professions Computer & Information Sciences

The weighting factors for the above categories are as follows:

<u>Course Level</u>	<u>Category</u>			
	I	II	III	IV
Lower Division	1.00	1.30	1.60	3.00
Upper Division	1.50	1.90	2.50	3.50
Masters	3.50	3.50	6.00	6.50
Doctoral	5.00	6.25	7.50	10.00
Law	3.50	--	--	--

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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An additional five percent (5%) emphasis factor is given to the Primary Emphasis areas at each institution. These areas are:

<u>Boise State University</u> Business Social Science (includes Economics) Public Affairs Performing Arts (excluding Art) Education Engineering	<u>Idaho State University</u> Health Professions Biological Sciences Physical Sciences Education
<u>University of Idaho</u> Agriculture Forestry Mines Engineering Architecture Law Foreign Languages Education	<u>Lewis-Clark State College</u> Business Criminal Justice Nursing Social Work Education

- c. Operations and maintenance funds (custodial, maintenance, and utilities) for new, major general education capital improvement projects shall be allocated to affect institutions.
- d. Decision units above the base shall be consistent with the legislative budget request. The allocation of these decision units to the institutions shall be based on the proportionate share of each institution in the total budget request for these decision units applied to the increase in appropriations above the base excluding special allocations.
- e. The Board may also allocate funds for special activities or projects at the discretion of the Board.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA**

**SUBJECT**

1st Reading of Proposed Amendments to Board Policy, Section V.E. – Gifts and Affiliated Foundations.

**REFERENCE**

April 2005	Review by the Board for this proposed Policy update
June 2005	1 <sup>st</sup> Reading by the Board for this proposed Policy update
August 2005	Review by the Board of the proposed Policy update

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections I.A.4. & 5.  
Idaho State Board of Education Governing Policies & Procedures, Section V.E.

**BACKGROUND**

The State Board of Education has requested a review of the relationship of affiliated foundations to the Board's institutions and agencies.

**DISCUSSION**

Following the August 2005 meeting, the Board heard from university and foundation representatives who requested a meeting to discuss proposed revisions to the policy. State Board staff hosted a one-day work session on August 31, with various representatives from the four-year institutions, their affiliated foundations and foundation legal representatives.

The institutions and their affiliated foundations unanimously requested that the policy be revised to provide more flexibility, meaning that many of the directives in the previous draft have been re-characterized as generally guidelines, which each institution/foundation will need to address in greater detail in their written operating agreements.

**IMPACT**

This revised policy, which is the product of significant discussion among the institutions and their affiliated foundations and Board staff, more accurately reflects the practical working/business relationship between foundations and the agencies/institutions.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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**INSTITUTION / AGENCY AGENDA- continued**

**STAFF COMMENTS AND RECOMMENDATIONS**

In order to bring finality to this process (which began before the April 2005 Board meeting), Board and legal staff arranged the August 31, 2005, work session noted above. Conclusions were reached, and incorporated into a single document that, because of the extent of editing, is not easily compared to previous versions.

On September 28, 2005, Board members and university representatives were provided with a copy, via email, of the product of the August 31 work session. University and foundation representatives offered additional comments, many of which were incorporated into the document that follows.

A red-line version of the changes made between the September 28 and enclosed versions will be available at the October meeting, or before if requested.

**BOARD ACTION**

A motion to approve for First Reading the changes to Idaho State Board of Education Governing Policies & Procedures, Section V.E. – Gifts and Affiliated Foundations.

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

**1<sup>st</sup> READING**

**CLEAN VERSION**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: E. Gifts and Affiliated Foundations

October, 2005

**E. Gifts and Affiliated Foundations**

**1. Purpose of the Policy.**

a. The Board recognizes the importance of voluntary private support and encourages grants and contributions for the benefit of the institutions, school, and agencies under its governance. Private support for public education is an accepted and firmly established practice throughout the United States. Tax-exempt foundations are one means of providing this valuable support to help the institutions, school, and agencies under the Board's governance raise money through private contributions. Foundations are separate, legal entities, tax-exempt under Section 501(c) of the United States Internal Revenue Code of 1986, as amended, associated with the institutions, school, and agencies under the Board's governance. Foundations are established for the purpose of raising, receiving, holding, and/or using funds from the private sector for charitable, scientific, cultural, educational, athletic, or related endeavors that support, enrich, and improve the institutions, school, or agencies. The Board wishes to encourage a broad base of support from many sources, particularly increased levels of voluntary support. To achieve this goal, the Board will cooperate in every way possible with the work and mission of recognized affiliated foundations.

**b. The Board recognizes that foundations:**

(1) Provide an opportunity for private individuals and organizations to contribute to the institutions, school, and agencies under the Board's governance with the assurance that the benefits of their gifts supplement, not supplant, state appropriations to the institutions, school, and agencies;

(2) Provide assurance to donors that their contributions will be received, distributed, and utilized as requested for specified purposes, to the extent legally permissible, and that donor records will be kept confidential to the extent requested by the donor and as allowed by law;

(3) Provide an instrument through which alumni and community leaders can help strengthen the institutions, school, and agencies through participation in the solicitation, management, and distribution of private gifts; and

(4) Aid and assist the Board in attaining its approved educational, research, public service, student loan and financial assistance, alumni relations, and financial development program objectives.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 16-17, 2005**

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c. The Board, aware of the value of tax-exempt foundations to the well being of the institutions, school, and agencies under the Board's governance, adopts this policy with the following objectives:

(1) To preserve and encourage the operation of recognized foundations associated with the institutions, school, and agencies under the Board's governance; and

(2) To ensure that the institutions, school, and agencies under the Board's governance work with their respective affiliated foundations to make certain that business is conducted responsibly and according to applicable laws, rules, regulations, and policies, and that such foundations fulfill their obligations to contributors, to those who benefit from their programs, and to the general public.

2. Institutional Foundations.

The foregoing provisions are designed to promote and strengthen the operations of foundations that have been, and may be, established for the benefit of the public colleges and universities in Idaho. The intent of this policy is to describe general principles that will govern institutional relationships with their affiliated foundations. It is intended that a more detailed and specific description of the particular relationship between an institution and its affiliated foundation will be developed and committed to a written operating agreement, which must be approved by the Board. Technology transfer organizations, including the Idaho Research Foundation, are not subject to this policy.

a. Board Recognition of Affiliated Foundations.

(1) The Board may recognize an entity as an affiliated foundation if it meets and maintains the requirements of this policy. The chief executive officer of each institution must ensure that any affiliated foundation recognized by the Board ascribes to these policies. The Board acknowledges that it cannot and should not have direct control over affiliated foundations. These foundations must be governed separately to protect their private, independent status. However, because the Board is responsible for ensuring the integrity and reputation of the institutions and their campuses and programs, the Board must be assured that any affiliated foundation adheres to sound business practices and ethical standards appropriate to such organizations in order to assure the public that the foundation is conducting its mission with honesty and integrity.

(2) Upon the effective date of this policy, the institution chief executive officer shall provide a list of current affiliated foundations and an implementation plan to bring each foundation before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho, for one or more of the purposes previously described in this policy. Each foundation shall be brought into substantial conformance with these policies and, upon so

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doing, the institution shall provide prompt notice to the Board in order that the Board may recognize the affiliated foundation. Upon recognition by the Board, the organization of the nonprofit corporation or foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. Likewise, any new foundations established subsequent to implementation of this policy must be brought to the Board for formal recognition before such foundation begins operations.

b. General Provisions Applicable to all Affiliated Foundations recognized by the Board.

(1) All private support of an institution not provided directly to such institution shall be through a recognized affiliated foundation. While an institution may accept gifts made directly to the institution or directly to the Board, absent unique circumstances making a direct gift to the institution more appropriate, donors shall be requested to make gifts to affiliated foundations.

(2) Each affiliated foundation shall operate as an Idaho nonprofit corporation that is legally separate from the institution and is recognized as a 501(c)(3) public charity by the Internal Revenue Service. The management and control of a foundation shall rest with its governing board. All correspondence, solicitations, activities, and advertisements concerning a particular foundation shall be clearly discernible as from that foundation, and not the institution.

(3) The institutions and foundations are independent entities and neither will be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or staff.

(4) It is the responsibility of the foundation to support the institution at all times in a cooperative, ethical, and collaborative manner; to engage in activities in support of the institution; and, where appropriate, to assist in securing resources, to administer assets and property in accordance with donor intent, and to manage its assets and resources.

(5) Foundation funds shall be kept separate from institution funds. No institutional funds, assets, or liabilities may be transferred directly or indirectly to a foundation without the prior approval of the Board except as provided herein. Funds may be transferred from an institution to a foundation without prior Board approval when:

- (a) Adonor inadvertently directs a contribution to an institution that is intended for the foundation. If an affiliated foundation is the intended recipient of funds made payable to the Board or to an institution, then such funds may be deposited with or transferred to the affiliated foundation, provided that accompanying documents demonstrate that the foundation is the intended recipient. Otherwise, the funds shall be deposited in an institutional account, and Board approval will be required prior to transfer to an affiliated foundation; or

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(b) The institution has gift funds that were transferred from and originated in an affiliated foundation, and the institution wishes to return a portion of funds to the foundation for reinvestment consistent with the original intent of the gift.

(6) Transactions between an institution and an affiliated foundation shall meet the normal tests for ordinary business transactions, including proper documentation and approvals. Special attention shall be given to avoiding direct or indirect conflicts of interest between the institution and the affiliated foundation and those with whom the foundation does business. Under no circumstances shall an institution employee represent both the institution and foundation in any negotiation, sign for both the institution and foundation in a particular transaction, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the institution and the foundation.

(7) Prior to the start of each fiscal year, an affiliated foundation must provide the institution chief executive officer with the foundation's proposed annual budget, as approved by the foundation's governing board.

(8) Each foundation shall conduct its fiscal operations to conform to the institution's fiscal year. Each foundation shall prepare its annual financial statements in accordance with Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB) principles, as appropriate.

(9) Institution chief executive officers shall be invited to attend all meetings of an affiliated foundation's governing board in an advisory role. On a case by case basis, other institution employees may also serve as advisors to an affiliated foundation's governing board, as described in the written foundation operating agreement approved by the Board.

(10) The foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent possible or reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or other information that would normally be open in the conduct of institution affairs.

(11) A foundation's enabling documents (e.g., articles of incorporation and bylaws) and any amendments are to be provided to the institution. These documents must include a clause requiring that in the event of the dissolution of a foundation, its assets and records will be distributed to its affiliated institution, provided the affiliated institution is a qualified charitable organization under relevant state and federal income tax laws. To the extent practicable, the foundation shall provide the institution with an advance copy of any proposed amendments, additions, or deletions to its articles of incorporation or bylaws. The institution shall be responsible for providing all of the foregoing documents to the Board.



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(12) Foundations may not engage in activities that conflict with federal or state laws, rules and regulations; the policies of the Board; or the role and mission of the institutions. Foundations shall comply with applicable Internal Revenue Code provisions and regulations and all other applicable policies and guidelines.

(13) Fund-raising campaigns and solicitations of major gifts for the benefit of an institution by its affiliated foundation shall be developed cooperatively between the institution and its affiliated foundation. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by an institution, a foundation will obtain the prior approval of the institution chief executive officer or a designee.

(14) Foundations shall obtain prior approval in writing from the institution chief executive officer or a designee if gifts, grants, or contracts include a financial or contractual obligation binding upon the institution.

(15) Foundations shall make clear to prospective donors that:

(a) The foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the institution; and

(b) Responsibility for the governance of the foundation, including investment of gifts and endowments, resides in the foundation's governing board.

(16) Institutions shall ensure that foundation-controlled resources are not used to acquire or develop real estate or to build facilities for the institution's use without prior Board approval. The institution shall notify the Board, at the earliest possible date, of any proposed purchase of real estate for such purposes, and in such event should ensure that the foundation coordinates its efforts with those of the institution. Such notification to the Board may be through the institution's chief executive officer in executive session pursuant to Idaho Code 67-2345 (1) (c).

c. Foundation Operating Agreements.

Each institution shall enter into a written operating agreement with each recognized foundation that is affiliated with the institution. Operating agreements must be signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every two (2) years, or as otherwise requested by the Board, for review and re-approval. Foundation operating agreements shall establish the operating relationship between the parties, and shall, at a minimum, address the following topics:

(1) Institution Resources and Services.

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- (a) Whether, and how, an institution intends to provide contract administrative and/or support staff services to an affiliated foundation. When it is determined that best practices call for an institution employee to serve in a capacity that serves both the institution and an affiliated foundation, then the operating agreement must clearly define the authority and responsibilities of this position within the foundation. Notwithstanding, no employee of an institution who functions in a key administrative or policy making capacity (including, but not limited to, any institution vice-president or equivalent position) shall be permitted to have responsibility or authority for foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of foundation employees. The responsibility of this position within the foundation that is performed by an institution employee in a key administrative or policy making capacity shall be limited to the coordination of institution and affiliated foundation fundraising efforts, and the provision of administrative support to foundation fundraising activities.
- (b) Whether, and how, an institution intends to provide other resources and services to an affiliated foundation, which are permitted to include:
- (i) Access to the institution's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through the institution's financial system, the foundation shall comply with the institution's financial and administrative policies and procedures manuals);
  - (ii) Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting;
  - (iii) Investment, management, insurance, benefits administration, and similar services; and
  - (iv) Development services, encompassing research, information systems, donor records, communications, and special events.
- (c) Whether the foundation will be permitted to use any of the institution's facilities and/or equipment, and if so, the details of such arrangements.
- (d) Whether the institution intends to recover its costs incurred for personnel, use of facilities or equipment, or other services provided to the foundation. If so, then payments for such costs shall be made directly to the institution. No payments shall be made directly from a foundation to institution employees in connection with resources or services provided to a foundation pursuant to this policy.
- (2) Management and Operation of Foundations.

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- (a) Guidelines for receiving, depositing, disbursing and accounting for all funds, assets, or liabilities of a foundation, including any disbursements/transfers of funds to an institution from an affiliated foundation. Institution officials into whose department or program foundation funds are transferred shall be informed by the foundation of the restrictions, if any, on such funds and shall be responsible both to account for them in accordance with institution policies and procedures, and to notify the foundation on a timely basis regarding the use of such funds.
  - (b) Procedures with respect to foundation expenditures and financial transactions, which must ensure that no person with signature authority shall be an institution employee in a key administrative or policy making capacity (including, but not limited to, an institution vice-president or equivalent position).
  - (c) The liability insurance coverage the foundation will have in effect to cover its operations and the activities of its directors, officers, and employees.
  - (d) Description of the investment policies to be utilized by the foundation, which shall be conducted in accordance with prudent, sound practice to ensure that gift assets are protected and enhanced, and that a reasonable return is achieved, with due regard for the fiduciary responsibilities of the foundation's governing board. Moreover, such investments must be consistent with the terms of the gift instrument.
  - (e) Procedures that will be utilized to ensure that institution and foundation funds are kept separate.
  - (f) Detailed description of the organization structure of the foundation, which addresses conflict of interest in management of funds and any foundation data.
- (3) Foundation Relationships with the Institutions.
- (a) The institution's ability to access foundation books and records.
  - (b) The process by which the institution chief executive officer ,or designee, shall interact with the foundation's board regarding the proposed annual operating budget and capital expenditure plan prior to approval by the foundation's governing board.
  - (c) Whether, and how, supplemental compensation from the foundation may be made to institutional employees. Any such payments must have prior Board approval, and shall be paid by the foundations to the institutions, which in turn will make payments to the employee in accordance with normal practice. Employees shall not receive any payments or other benefits directly from the foundations.

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(4) Audits and Reporting Requirements.

(a) The procedure foundations will utilize for ensuring that regular audits are conducted and reported to the Board. Unless provided for otherwise in the written operating agreement, such audits must be conducted by an independent certified public accountant, who is not a director or officer of the foundation. The independent audit shall be a full scope audit, performed in accordance with generally accepted auditing standards.

(b) The procedure foundations will use for reporting to the institution chief executive officer the following items:

(i) Regular financial audit report;

(ii) Annual report of transfers made to the institution, summarized by department;

(iii) Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year;

(iv) A list of foundation officers, directors, and employees;

(v) A list of institution employees for whom the foundation made payments to the institution for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;

(vi) A list of all state and federal contracts and grants managed by the foundation; and

(vii) An annual report of the foundation's major activities;

(viii) An annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding foundation fiscal year for the benefit of the institution; and

(ix) An annual report of any actual litigation involving the foundation during its fiscal year, as well as legal counsel used by the foundation for any purpose during such year. This report should also discuss any potential or threatened litigation involving the foundation.

(5) Conflict of Interest and Code of Ethics and Conduct.

A description of the foundation's conflict of interest policy approved by the foundation's governing board and applicable to all foundation directors, officers, and staff members, and which shall also include a code of ethics and conduct.

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Such policy must assure that transactions involving the foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the foundation's governing board. In addition, such policy must provide that directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest. Finally, such policy must assure that no director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess of fifty dollars (\$50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

4. Foundations for Other Agencies and Idaho School for the Deaf and the Blind (ISDB).

Other agencies and ISDB under the Board's jurisdiction may establish foundations to accept gifts made for the benefit of the agencies' or school's operating purposes. These agencies and school are subject to the same policies as the institutional foundations. However, agency/school foundations with annual revenues less than \$100,000 are not required to obtain an independent audit. These agencies/school must instead submit an annual report to the Board of gifts received and the disposition of such gifts.

5. Idaho Educational Public Broadcasting System Foundations and Friends Groups.

Foundations and Friends groups that exist for the benefit of the Idaho Educational Public Broadcasting System (IEPBS) are required by Federal Communications Commission (FCC) regulations to have specific spending authority designated by the Board. Audits of the IEPBS Foundation and Friends groups will be conducted by the State Legislative Auditor.

a. By action of the Board, the Idaho Educational Public Broadcasting System Foundation, Inc., has been designated to accept gifts made for the benefit of public television in the state of Idaho. The Foundation will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

b. By action of the Board, the Friends of Channel 4, Inc., has been designated to accept gifts made for the Benefit of KAID TV, Channel 4. The Friends of Channel 4, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

c. By action of the Board, the Friends of Channel 10, Inc., has been designated to accept gifts made for the benefit of KISU TV, Channel 10. The Friends of Channel 10, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

d. By action of the Board, the Friends of KUID, Inc., has been designated to accept gifts made for the benefit of KUID TV, Channel 12. The Friends of Channel 12, Inc., will

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conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

6. Acceptance of Direct Gifts.

Notwithstanding the Board's desire to encourage the solicitation and acceptance of gifts through affiliated foundations, the Board may accept donations of gifts, legacies, and devises (hereinafter "gifts") of real and personal property on behalf of the state of Idaho that are made directly to the Board or to an institution, school, or agency under its governance. Gifts worth more than \$250,000 must be reported to and approved by the executive director of the Board before such gift may be expended or otherwise used by the institution, school, or agency. Gifts worth more than \$500,000 must be approved by the Board. The chief executive officer of any institution, school, or agency is authorized to receive, on behalf of the Board, gifts that do not require prior approval by the executive director or the Board and that are of a routine nature. This provision does not apply to transfers of gifts to an institution, school, or agency from an affiliated foundation (such transfers shall be in accordance with the written operating agreement between the institution, school, or agency and an affiliated foundation, as described more fully herein).

**REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: I. Governing Policies and Procedures

Subsection: A. Policy-Making Authority

April 2004

**4. Conformance with State and Federal Law**

All Board Governing Policies and Procedures and the internal policies and procedures of its institutions, agencies and school will comply with and be in conformance to applicable laws.

**5. Adoption, Amendment, or Repeal of Board Policies**

a. Board policies may be adopted by majority vote at any regular or special meeting of the Board. The adoption, amendment, or repeal of a Board policy may be requested by any member of the Board, the executive director, or any chief executive officer. Persons who are Board employees, or students or student groups, must file a written request with the chief executive officer of an institution, agency or school, or his or her designee, to receive Board consideration. An Idaho resident, other than those described above, may file a written request with the executive director for Board consideration of a proposal. Regardless of the source, a statement of the proposed adoption, amendment, or repeal must be presented to the executive director for transmittal to the Board. If the subject matter of the presentation concerns an agency, institution, school, or department of the Board, the executive director will also notify the appropriate chief executive officer of the nature of the request.

b. Board action on any proposal will not be taken earlier than the next regular or special meeting following Board approval for first reading. During the interim between the first reading and Board action, the chief executive officers will seek to discuss and review the proposal with faculty, staff, or other Board employees and students or student groups, as appropriate. The chief executive officers will transmit summaries of oral statements and written comments on the proposal to the executive director. After thorough consideration, the proposal will be presented by the executive director to the Board for action.

c. The executive director is authorized to make nonsubstantive corrections and amendments to Board Governing Policies and Procedures as may be necessary in such areas as typographical errors, cross-references, and citations of state and federal statutes.

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**INSTITUTION / AGENCY AGENDA**  
**COLLEGE AND UNIVERSITIES OF THE STATE BOARD**

**SUBJECT**

FY2006 College and Universities Summary of Sources and Uses of Funds

**APPLICABLE STATUTES, RULE OR POLICY**

N/A

**BACKGROUND**

Idaho's public higher education institutions receive funding from a variety of sources. General account, endowment funds, and student fees are appropriated by the Legislature each year. In addition, the college and universities receive student activity fees; federal, state, and private grant funds; receipts from sales of products and services, and funds from other sources.

Funds are used for instruction, research, public service, academic support, libraries, student services, institutional support, physical plant, scholarships and fellowships, auxiliary enterprises, and for other purposes.

**DISCUSSION**

An estimate of the sources and uses of funds for Fiscal Year 2006 is displayed in pages 2 through 10. Included on pages 7 and 8 are two charts which display a five-year history of sources and uses of funds. Note these numbers are budgeted amounts for the current fiscal year - not actual amounts. This report is prepared each year based on estimates for the upcoming year. Pages 9 and 10 display the fiscal year 2006 sources and uses of funds by percentage.

**IMPACT**

Board members, researchers and the general public are able to review sources of funding, and expenditures, for the higher education institutions.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff notes the amounts shown on the spreadsheets are estimates for the current fiscal year, and includes all funds, appropriated and non-appropriated.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

**College & Universities Summary**  
**Summary of Sources and Uses of Funds**  
**Fiscal Year 2006**

		Operating Budgets								
		Board Approved Budgets			CEO Approved	Estimated Budgets		Total		
		General	Vocational	Special	Auxiliary	Instit	Grants &	Operating		Plant
		Education	Education	Programs	Enter. (1)	Accounts	Contracts	Budgets	%	Funds
Sources of Funds:										
State Appropriations										
1	General Account	\$225,894,100	\$19,753,929	\$33,880,200	\$0	\$0	\$0	\$279,528,229	30.0%	\$0
2	Economic Recovery (27th payroll)	4,247,900	444,383	913,100	0	0	0	5,605,383	0.6%	0
3	Endowment Funds	9,519,600	0	0	0	0	0	9,519,600	1.0%	0
4	Student Fees	119,693,300	0	122,976	0	0	0	119,816,276	12.8%	0
5										
6	Total Appropriations	\$359,354,900	\$20,198,312	\$34,916,276	\$0	\$0	\$0	\$414,469,488	44.4%	\$0
7										
8	Other Student Fees	\$0	\$0	\$227,300	\$25,325,791	\$24,116,406	\$0	\$49,669,497	5.3%	\$4,150,700
9	Federal Approp	0	0	4,599,500	0	0	0	4,599,500	0.5%	0
10	Federal Grants & Contracts	0	0	0	76,000	0	235,047,059 (4)	235,123,059	25.2%	0
11	State Grants & Contracts	0	0	0	0	463,386	26,518,059	26,981,445	2.9%	0
12	Private Gifts, Grts & Contr	0	0	0	3,251,917	7,510,859	30,276,841	41,039,617	4.4%	0
13	Sales & Serv of Educ Act	0	0	181,900	119,210	41,221,583	0	41,522,693	4.5%	0
14	Sales & Serv of Aux Ent	0	0	0	78,141,400	17,029,225	0	95,170,625	10.2%	0
15	Indirect Costs	0	0	0	0	14,866,709	0	14,866,709	1.6%	0
16	Other	130,600	0	236,100	3,095,862	4,992,675	815,462	9,270,699	1.0%	8,383,400 (3)
17										
18	Total Revenue	\$359,485,500	\$20,198,312	\$40,161,076	\$110,010,180	\$110,200,843	\$292,657,421	\$932,713,332	100.0%	\$12,534,100
19										
20										
21	Uses of Funds:									
22	Instruction	\$179,416,365	\$19,209,386	\$6,929,276	\$0	\$30,884,327	\$30,229,823	\$266,669,177	28.6%	\$0
23	Research	10,201,383	0	18,948,200	0	12,370,050	80,471,766	121,991,399	13.1%	0
24	Public Service	721,288	0	13,205,700	0	4,683,191	17,951,282	36,561,461	3.9%	0
25	Academic Support	26,981,026	395,218	0	0	9,853,681	967,972	38,197,897	4.1%	0
26	Libraries	19,112,318	0	0	0	980,555	0	20,092,873	2.2%	0
27	Student Services	22,609,430	149,325	0	0	4,198,675	1,624,865	28,582,295	3.1%	0
28	Institutional Support	41,885,013	0	0	0	27,196,847	43,000	69,124,860	7.4%	0
29	Physical Plant	46,345,589	0	0	0	2,881,522	0	49,227,111	5.3%	8,883,400 (3)
30	Scholarships & Fellowships	0	0	0	4,792,434	5,004,565	160,966,377 (4)	170,763,376	18.3%	0
31	Auxiliary Enterprises (1) & (2)	7,965,188	0	0	104,574,477	11,751,000	0	124,290,665	13.3%	213,507
32	Mandatory Transfers	0	0	0	0	0	0	0	0.0%	2,865,393
33	Other	0	0	164,800	0	0	0	164,800	0.0%	0
34	27th Payroll	4,247,900	443,983	913,100	218,996	246,964	265,936	6,336,879	0.7%	0
35										
36	Total Uses	\$359,485,500	\$20,197,912	\$40,161,076	\$109,585,907	\$110,051,377	\$292,521,021	\$932,002,793	100.0%	\$11,962,300
37										
38										
39	Incr/(Decr) to Balance	\$0	\$400	\$0	\$424,273	\$149,466	\$136,400	\$710,539		\$571,800
40										
41										
42	Employee FTE	3,717.91	291.00	425.66	632.25	589.95	344.74	6,001.51		
43										

(1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education column not the auxiliary enterprise column.

(2) Auxiliary Enterprises includes University of Idaho's Kibbie Dome operations

(3) Plant funds includes University of Idaho's federal grants for capital projects

(4) Includes Federal Direct Student Loan funds

**Boise State University**  
**Summary of Sources and Uses of Funds**  
**Fiscal Year 2006**

		Operating Budgets							
		Board Approved Budgets			CEO Approved	Estimated Budgets		Total	
		General	Vocational	Special	Auxiliary	Instit	Grants &	Operating	Plant
		Education	Education	Programs	Enter. 1)	Accounts	Contracts	Budgets	Funds
								%	
Sources of Funds:									
State Appropriations									
1	General Account	\$69,888,500	\$6,766,190	\$504,700				\$77,159,390	29.9%
2	Economic Recovery (27th payroll)	1,228,000	51,999					1,279,999	0.5%
3	Endowment Funds							0	0.0%
4	Student Fees	41,320,900						41,320,900	16.0%
5									
6	Total Appropriations	\$112,437,400	\$6,818,189	\$504,700	\$0	\$0	\$0	\$119,760,289	46.4%
7									
8	Other Student Fees				\$9,121,205	\$9,958,990		\$19,080,195	7.4%
9	Federal Approp							0	0.0%
10	Federal Grants & Contracts						55,016,949 (2)	55,016,949	21.3%
11	State Grants & Contracts					292,000	7,591,212	7,883,212	3.1%
12	Private Gifts, Grts & Contr					1,816,492	3,779,822	5,596,314	2.2%
13	Sales & Serv of Educ Act					4,257,000		4,257,000	1.7%
14	Sales & Serv of Aux Ent				38,936,323	2,041,170		40,977,493	15.9%
15	Indirect Costs					2,091,161		2,091,161	0.8%
16	Other				551,082	2,749,382		3,300,464	1.3%
17									
18	Total Revenue	\$112,437,400	\$6,818,189	\$504,700	\$48,608,610	\$23,206,195	\$66,387,983	\$257,963,077	100.0%
19									\$0
20									
21 Uses of Funds:									
22	Instruction	\$58,189,261	\$6,766,190			\$9,696,325	\$7,506,059	\$82,157,835	31.8%
23	Research	1,521,904		286,700		663,678	9,182,889	11,655,171	4.5%
24	Public Service	717,831		53,200		2,755,068	6,699,035	10,225,134	4.0%
25	Academic Support	11,295,932				2,288,669		13,584,601	5.3%
26	Libraries	6,283,939				341,955		6,625,894	2.6%
27	Student Services	6,521,952				562,100		7,084,052	2.7%
28	Institutional Support	12,845,701				6,195,062		19,040,763	7.4%
29	Physical Plant	11,753,680				627,398		12,381,078	4.8%
30	Scholarships & Fellowships				2,559,621	75,940	43,000,000 (2)	45,635,561	17.7%
31	Auxiliary Enterprises (1)	2,079,200			45,991,897			48,071,097	18.6%
32	Mandatory Transfers							0	0.0%
33	Other (Incl One-Time Funds)			164,800				164,800	0.1%
34	27th Payroll	1,228,000	51,599		57,092			1,336,691	0.5%
35									
36	Total Uses	\$112,437,400	\$6,817,789	\$504,700	\$48,608,610	\$23,206,195	\$66,387,983	\$257,962,677	100.0%
37									\$0
38									
39	Incr/(Decr) to Balance	\$0	\$400	\$0	\$0	\$0	\$0	\$400	\$0
40									
41									
42	Employee FTE	1,201.04	95.09	5.00	346.74	124.14	130.00	1,902.01	
43									
44	(1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education column not the auxiliary enterprise column.								
45									
46	(2) Includes Federal Direct Student Loan funds								

**Idaho State University**  
**Summary of Sources and Uses of Funds**  
**Fiscal Year 2006**

		Operating Budgets							
		Board Approved Budgets			CEO Approved	Estimated Budgets		Total	
		General	Vocational	Special	Auxiliary	Instit	Grants &	Operating	Plant
		Education	Education	Programs	Enter. 1)	Accounts	Contracts	Budgets	Funds
								%	
Sources of Funds:									
State Appropriations									
1	General Account	\$61,893,600	\$9,366,511	\$2,128,800				\$73,388,911	28.9%
2	Economic Recovery (27th payroll)	1,140,800	282,298	34,100				1,457,198	0.6%
3	Endowment Funds	1,602,800						1,602,800	0.6%
4	Student Fees	32,320,000		122,976				32,442,976	12.8%
5									
6	Total Appropriations	\$96,957,200	\$9,648,809	\$2,285,876	\$0	\$0	\$0	\$108,891,885	42.9%
7									
8	Other Student Fees				\$8,285,290	\$6,128,816		\$14,414,106	5.7%
9	Federal Approp							0	0.0%
10	Federal Grants & Contracts				76,000		81,589,610 (2)	81,665,610	32.1%
11	State Grants & Contracts					171,386	7,218,547	7,389,933	2.9%
12	Private Gifts, Grts & Contr				1,009,592	1,955,167	9,658,419	12,623,178	5.0%
13	Sales & Serv of Educ Act				119,210	3,204,883		3,324,093	1.3%
14	Sales & Serv of Aux Ent				9,456,898	10,604,455		20,061,353	7.9%
15	Indirect Costs					2,671,948		2,671,948	1.1%
16	Other				843,980	1,378,093	815,462	3,037,535	1.2%
17									
18	Total Revenue	\$96,957,200	\$9,648,809	\$2,285,876	\$19,790,970	\$26,114,748	\$99,282,038	\$254,079,641	100.0%
19									
20									
Uses of Funds:									
22	Instruction	\$52,881,549	\$9,366,511	\$1,740,176		\$10,768,202	\$5,491,764	\$80,248,202	31.6%
23	Research	2,479,657				1,928,372	19,580,577	23,988,606	9.4%
24	Public Service	0		511,600		110,123	3,597,947	4,219,670	1.7%
25	Academic Support	5,739,957				3,049,812	967,972	9,757,741	3.8%
26	Libraries	4,752,400				140,000		4,892,400	1.9%
27	Student Services	5,993,337				751,375	1,413,765	8,158,477	3.2%
28	Institutional Support	9,229,548				6,309,885		15,539,433	6.1%
29	Physical Plant	12,109,721				1,538,324		13,648,045	5.4%
30	Scholarships & Fellowships					1,242,225	67,964,077 (2)	69,206,302	27.2%
31	Auxiliary Enterprises (1)	2,630,231			19,549,557			22,179,788	8.7%
32	Mandatory Transfers							0	0.0%
33	Other (One-Time)							0	0.0%
34	27th Payroll	1,140,800	282,298	34,100	161,904	246,964	265,936	2,132,002	0.8%
35									
36	Total Uses	\$96,957,200	\$9,648,809	\$2,285,876	\$19,711,461	\$26,085,282	\$99,282,038	\$253,970,666	100.0%
37									
38									
39	Incr/(Decr) to Balance	\$0	\$0	\$0	\$79,509	\$29,466	\$0	\$108,975	\$571,800
40									
41									
42	Employee FTE	1,069.81	142.21	15.40	136.13	145.50	159.88	1,668.93	
43									
44	(1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education column not the auxiliary enterprise column.								
45									
46	(2) Includes Federal Direct Student Loan funds								

**University of Idaho**  
**Summary of Sources and Uses of Funds**  
**Fiscal Year 2006**

		Operating Budgets								
		Board Approved Budgets			CEO Approved	Estimated Budgets		Total		
		General	Vocational	Special	Auxiliary	Instit	Grants &	Operating		
		Education	Education	Programs	Enter. 1)	Accounts	Contracts	Budgets		
Sources of Funds:										
State Appropriations										
1	General Account	\$82,753,500		\$31,246,700				114,000,200	29.9%	0
2	Economic Recovery (27th payroll)	1,598,700		879,000				2,477,700	0.6%	0
3	Endowment Funds	6,314,000						6,314,000	1.7%	0
4	Student Fees	38,737,000						38,737,000	10.2%	0
5										
6	Total Appropriations	129,403,200		32,125,700	0	0	0	161,528,900	42.3%	0
7										
8	Other Student Fees			227,300	6,610,496	5,403,600		12,241,396	3.2%	
9	Federal Approp			4,599,500				4,599,500	1.2%	
10	Federal Grants & Contracts						95,367,200 (2)	95,367,200	25.0%	
11	State Grants & Contracts						9,600,000	9,600,000	2.5%	
12	Private Gifts, Grts & Contr				2,242,325	3,739,200	15,500,000	21,481,525	5.6%	
13	Sales & Serv of Educ Act			181,900		32,437,600		32,619,500	8.5%	
14	Sales & Serv of Aux Ent				28,527,579	4,383,600		32,911,179	8.6%	
15	Indirect Costs					10,000,000		10,000,000	2.6%	
16	Other	130,600		236,100	873,100			1,239,800	0.3%	8,383,400 (3)
17										
18	Total Revenue	129,533,800		37,370,500	38,253,500	55,964,000	120,467,200	381,589,000	100.0%	8,383,400
19										
20										
21	Uses of Funds:									
22	Instruction	58,685,091		5,189,100		8,395,000	15,500,000	87,769,191	23.0%	
23	Research	6,070,321		18,661,500		9,514,000	51,700,000	85,945,821	22.5%	
24	Public Service	3,457		12,640,900		1,679,000	6,600,000	20,923,357	5.5%	
25	Academic Support	8,177,574				3,917,000		12,094,574	3.2%	
26	Libraries	7,175,866				280,000		7,455,866	2.0%	
27	Student Services	8,567,744				2,239,000		10,806,744	2.8%	
28	Institutional Support	16,801,442				13,991,000		30,792,442	8.1%	
29	Physical Plant	19,898,277				560,000		20,458,277	5.4%	8,383,400 3)
30	Scholarships & Fellowships				2,232,813	3,638,000	46,667,200 (2)	52,538,013	13.8%	
31	Auxiliary Enterprises (1) & (4)	2,555,328			35,743,023	11,751,000		50,049,351	13.1%	
32	Mandatory Transfers							0	0.0%	
33	Other-Incl One-Time									
34	27th Payroll	1,598,700		879,000				2,477,700		
35										
36	Total Uses	129,533,800		37,370,500	37,975,836	55,964,000	120,467,200	381,311,336	99.4%	8,383,400
37										
38										
39	Incr/(Decr) to Balance	0		0	277,664	0	0	277,664		0
40										
41										
42	Employee FTE	1,173.14		405.26	126.90	265.86	9.92	1,981.08		
43										

44 1) The General Education program supports intercollegiate athletics, which is an auxiliary enterprise. General Education support for athletics  
45 is reported in the General Education column, not the auxiliary enterprise column.

46 2) Includes Federal Direct Student Loan funds.

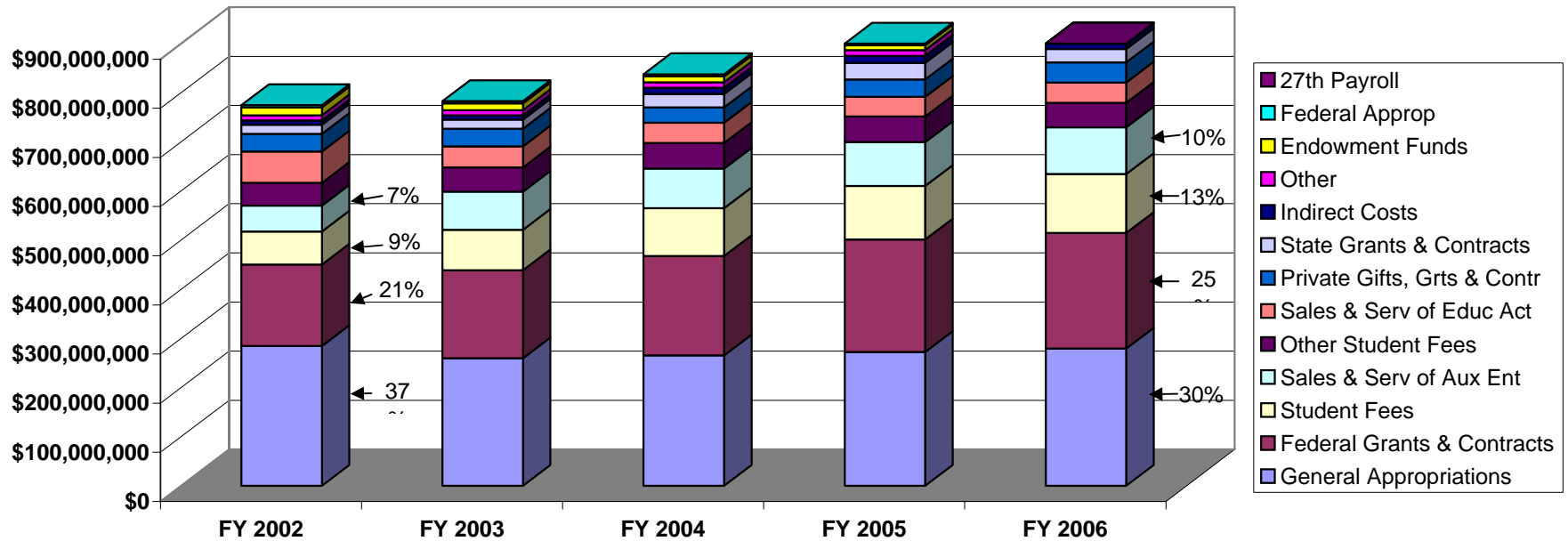
47 3) Plant Funds include federal grants for capital projects.

48 4) Auxiliary Enterprises includes Kibbie Dome operations and the Student Recreation Center.

**Lewis-Clark State College**  
**Summary of Sources and Uses of Funds**  
**Fiscal Year 2006**

		Operating Budgets							
		Board Approved Budgets			CEO Approved	Estimated Budgets		Total	
		General	Vocational	Special	Auxiliary	Instit	Grants &	Operating	Plant
		Education	Education	Programs	Enter. 1)	Accounts	Contracts	Budgets	Funds
								%	
Sources of Funds:									
State Appropriations									
1	General Account	\$11,358,500	\$3,621,228					\$14,979,728	38.3%
2	Economic Recovery (27th payroll)	280,400	110,086					390,486	1.0%
3	Endowment Funds	1,602,800						1,602,800	4.1%
4	Student Fees	7,315,400						7,315,400	18.7%
5									
6	Total Appropriations	\$20,557,100	\$3,731,314	\$0	\$0	\$0	\$0	\$24,288,414	62.1%
7									\$0
8	Other Student Fees				1,308,800	2,625,000	0	3,933,800	10.1%
9	Federal Approp					0	0	0	0.0%
10	Federal Grants & Contracts					0	3,073,300	3,073,300	7.9%
11	State Grants & Contracts					0	2,108,300	2,108,300	5.4%
12	Private Gifts, Grts & Contr					0	1,338,600	1,338,600	3.4%
13	Sales & Serv of Educ Act					1,322,100	0	1,322,100	3.4%
14	Sales & Serv of Aux Ent				1,220,600	0	0	1,220,600	3.1%
15	Indirect Costs					103,600	0	103,600	0.3%
16	Other				827,700	865,200	0	1,692,900	4.3%
17									
18	Total Revenue	\$20,557,100	\$3,731,314	\$0	\$3,357,100	\$4,915,900	\$6,520,200	\$39,081,614	100.0%
19									\$0
20									
Uses of Funds:									
22	Instruction	\$9,660,464	\$3,076,685			\$2,024,800	\$1,732,000	\$16,493,949	43.0%
23	Research	129,501				264,000	8,300	401,801	1.0%
24	Public Service					139,000	1,054,300	1,193,300	3.1%
25	Academic Support	1,767,563	395,218			598,200	0	2,760,981	7.2%
26	Libraries	900,113				218,600	0	1,118,713	2.9%
27	Student Services	1,526,397	149,325			646,200	211,100	2,533,022	6.6%
28	Institutional Support	3,008,322				700,900	43,000	3,752,222	9.8%
29	Physical Plant	2,583,911				155,800	0	2,739,711	7.1%
30	Scholarships & Fellowships					48,400	3,335,100	3,383,500	8.8%
31	Auxiliary Enterprises (1)	700,429			3,290,000	0	0	3,990,429	10.4%
32	Mandatory Transfers					0	0	0	0.0%
33									
34	27th Payroll	280,400	110,086						
35									
36	Total Uses	\$20,557,100	\$3,731,314	\$0	\$3,290,000	\$4,795,900	\$6,383,800	\$38,367,628	100.0%
37									\$0
38									
39	Incr/(Decr) to Balance	\$0	\$0	\$0	\$67,100	\$120,000	\$136,400	\$713,986	\$0
40									
41									
42	Employee FTE	273.92	53.70	0.00	22.48	54.45	44.94	449.49	0.00
43									
44	(1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education								
45	column not the auxiliary enterprise column.								
46									

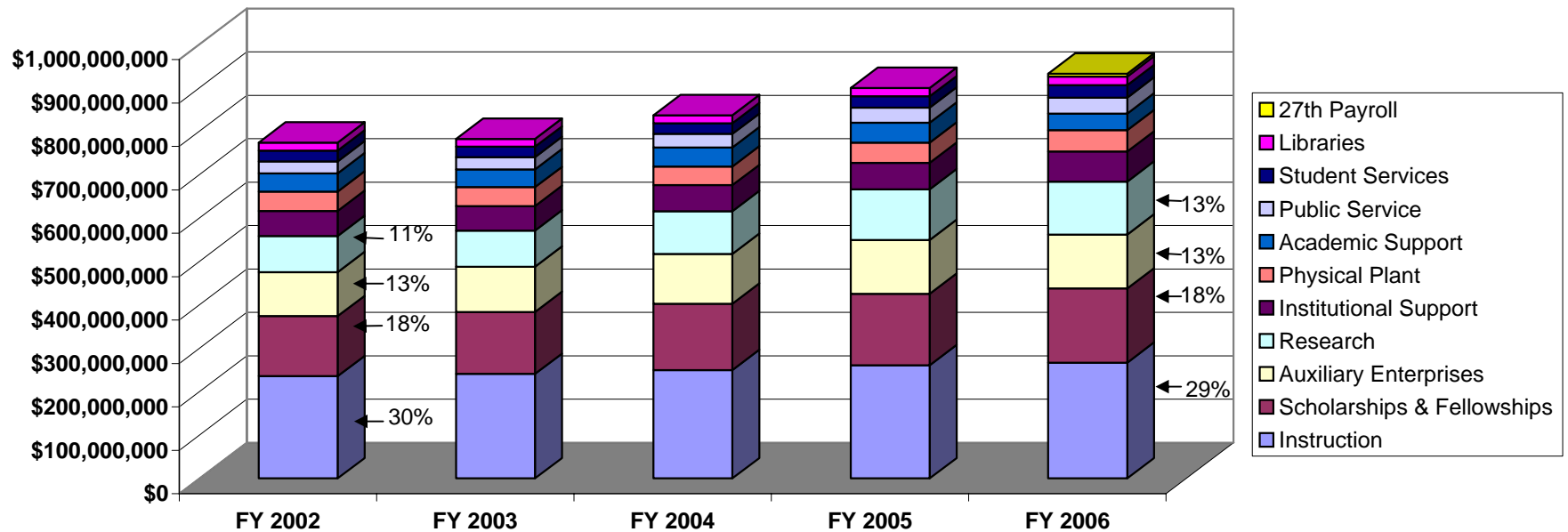
# State of Idaho College and Universities All Funds Revenues FY 2002-2006



# State of Idaho

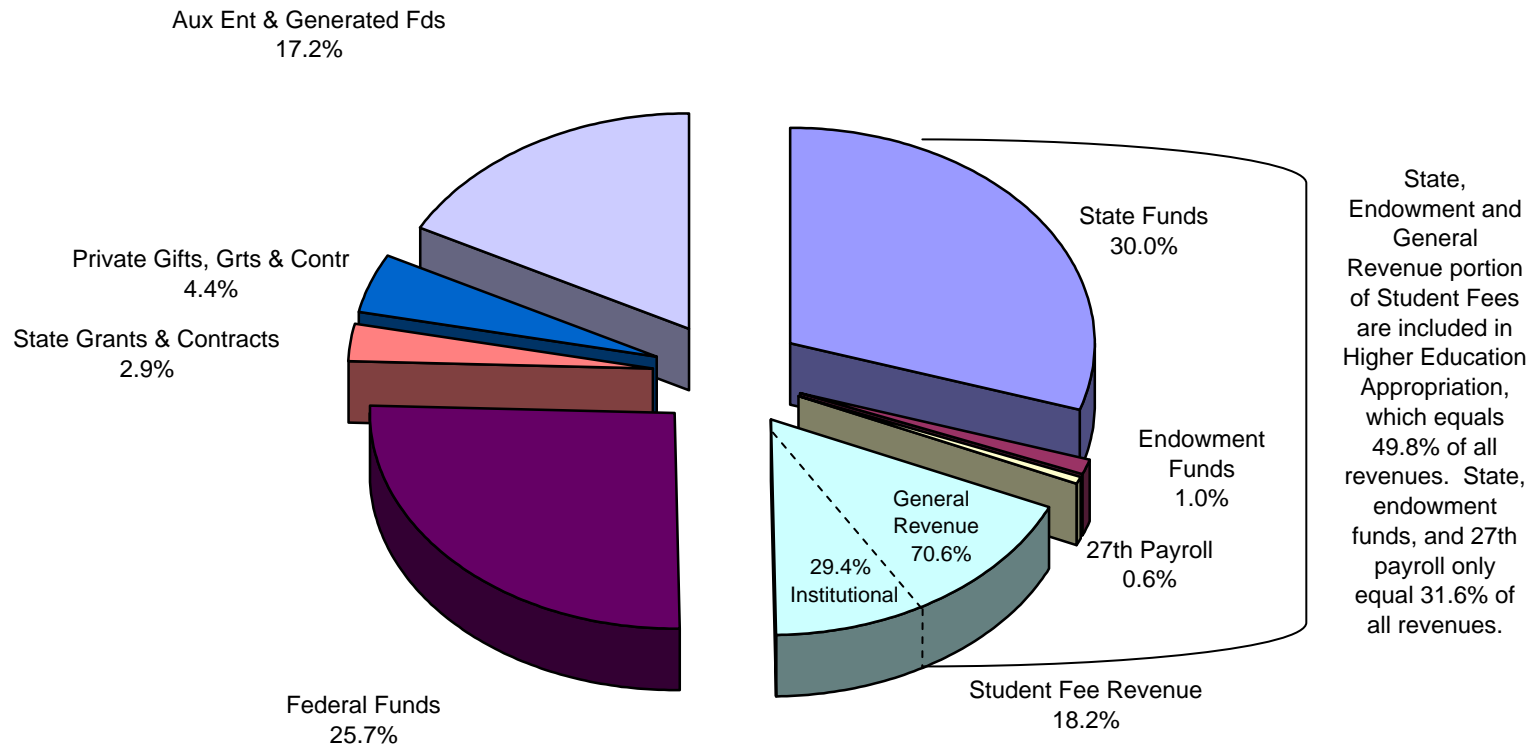
## College and Universities

### All Funds Expenditures FY 2002-2006

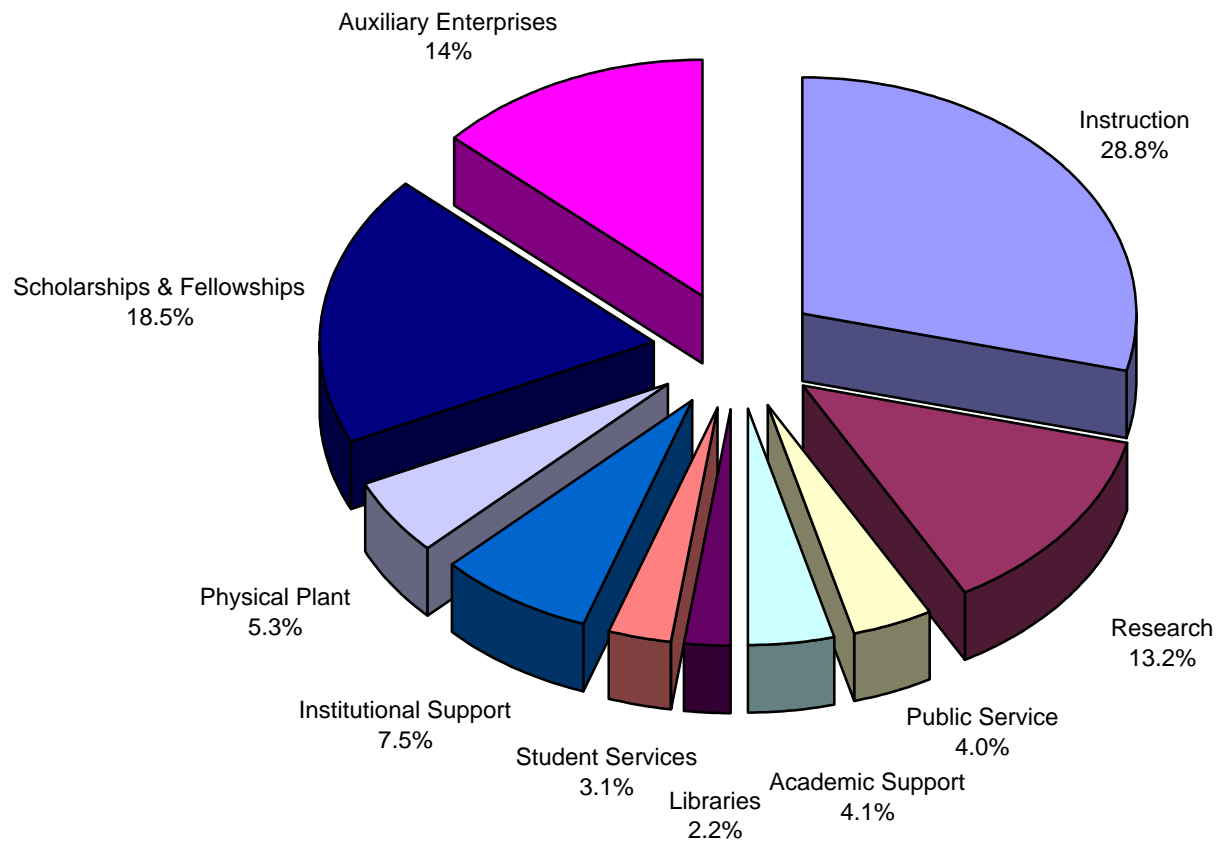




# Idaho's College and Universities Revenue Budget for all Funds by Source Fiscal Year 2006



Idaho's College and Universities  
Expenditure Budget for all Funds by Functional Classification  
Fiscal Year 2006



**PLANNING, POLICY & GOVERNMENTAL AFFAIRS  
OCTOBER 16-17, 2005**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>PRESIDENT’S COUNCIL REPORT</b>	Information Item
<b>2</b>	<b>LEWIS CLARK STATE COLLEGE PROGRESS REPORT</b>	Information item
<b>3</b>	<b>LEGISLATIVE AMENDMENTS</b>	Motion to Approve
<b>4</b>	<b>1ST READING OF AMENDMENT TO BOARD POLICY – IV.B.10 – IDAHO STUDENT INFORMATION SYSTEM</b>	Motion to Approve

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**PLANNING, POLICY & GOVERNMENTAL AFFIARS**  
**OCTOBER 16-17, 2005**

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**SUBJECT**

President's Council Report.

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

Monthly report given by the President of the President's Council.

**DISCUSSION**

**IMPACT**

**STAFF COMMENTS AND RECOMMENDATIONS**

N/A

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**OCTOBER 16-17, 2005**

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**SUBJECT**

Lewis Clark State College Progress Report

**BACKGROUND**

Periodically, the institutions of higher education in the State of Idaho are requested to provide a progress report to the members of the State Board of Education. It has been just over one year since Lewis Clark State College has supplied an overview of its status and accomplishments.

**DISCUSSION**

Dene Thomas, President of Lewis Clark State College, will be in attendance at the meeting and present a summary of the accomplishments and future goals of the college.

**IMPACT**

President Thomas's presentation will provide the State Board members and others with current status information about Lewis Clark State College.

**STAFF COMMENTS AND RECOMMENDATIONS**

No staff comments or recommendations are needed at this time.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 16-17, 2005**

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**SUBJECT**

Proposed Legislative Amendments for 2006

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

In July, Board staff requested from agencies, institutions, and other Board staff possible amendments to legislation. Six suggestions were received and State Board of Education staff submitted legislative Idea forms to the Division of Financial Management (DFM).

DFM subsequently approved four Idea forms and disapproved two. DFM disapproved the request to restructure the statutes for the Idaho School for the Deaf and the Blind. DFM is not opposed to legislative amendments. However, reports from the Office of Performance Evaluations (OPE) and the Board's task force have not yet released their reports. Until the reports are released and analyzed, legislation cannot be prepared. DFM also denied the University of Idaho's request for a self-funded insurance program. Finally, the Division of Professional Technical Education has decided not to proceed with legislation this year. The remaining three pieces of legislation are included with these materials.

**DISCUSSION**

At this time there are three pieces of proposed legislation that staff and agencies are bringing to the Board for their review. They are as follows:

1. Uniform Reporting of Student Information. This legislation will remove any reference to the Idaho Student Information Management system (ISIMS). This legislation will also allow the State Board of Education to adopt rules that will govern the implementation a student information tracking system should funding become available.
2. Rulemaking authority for the State Board of Education for IDVR. Currently, Section 33-2211, Idaho Code only allows the Board (as the Board of Professional-Technical Education, which is designated by statute to provide vocational rehabilitation in this state) to adopt rules for "its own government". With the transfer, from Health and Welfare, of the Extended Employment Program to IDVR, the existing rules terminated. This legislation would allow the State Board of Education to broaden the Board's authority to adopt rule to govern this program and others that IDVR oversees.
3. Idaho's Course/Program Registration Process. The course/program registration process in Title 33, Chapters 1 and 24 needs to be revised to more clearly define the process for registering private non-profit and

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 16-17, 2005**

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for profit postsecondary institutions that are located outside the state of Idaho but are offering academic credit in Idaho. The revisions will enhance the Idaho State Board of Education's ability to more carefully scrutinize institutions that are interested in offering degree granting courses and programs in Idaho. Idaho is one of a few states in the nation that does not have rigorous registration process. The registration process protects the integrity of academic credit among institutions and helps to avoid the proliferation of degrees that are granted by paying a fee and not taking classes or what is known as "diploma mill" types of degrees.

**IMPACT**

If the Board does not approve the proposed legislative amendments, staff will not proceed with submittal to the legislature and the laws will remain the same.

If the Board approves the proposed legislative amendments, staff will proceed with submittal of the attached legislation to the Division of Financial Management and the Governor's Office.

**STAFF COMMENTS AND RECOMMENDATIONS**

State Board staff recommends approval of the proposed legislative amendments as submitted.

**BOARD ACTION**

A motion to approve the proposed legislative amendments concerning Uniform Reporting of Student Information, the Rulemaking for the Board for the Division of Vocational Rehabilitation, and the Registration Process for Postsecondary Institutions.

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

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LEGISLATURE OF THE STATE OF IDAHO  
Fifty-eighth Legislature                      Second Regular Session - 2006

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO.

BY EDUCATION COMMITTEE

RELATING TO THE IDAHO STATE BOARD OF EDUCATION; AMENDING SECTION 33-120 TO GRANT THE STATE BOARD OF EDUCATION RULEMAKING AUTHORITY TO IMPLEMENT A STUDENT INFORMATION MANAGEMENT SYSTEM AND TO ENSURE THAT ALL SCHOOL DISTRICTS, PUBLIC CHARTER SCHOOLS, AGENCIES, PARENTS, AND OTHER PARTIES OF INTEREST HAVE ACCESS TO THE SYSTEM CONSISTENT WITH THE USER'S ROLE; AMENDING SECTIONS 33-512 AND 33-1001 TO REMOVE ANY OUTDATED REFERENCES TO THE IDAHO STUDENT INFORMATION MANAGEMENT SYSTEM "ISIMS".

33-120.        UNIFORM REPORTING. (1) The state superintendent of public instruction shall prescribe forms and format for uniform accounting for financial and statistical reports and performance measurements to provide consistent and uniform reporting by school districts.

(2) The state board of education may adopt rules pursuant to the provisions of chapter 52, title 67, Idaho Code, and under authority of section 33-105, Idaho Code, to provide for and implement a student information management system.

(a) The state board of education shall ensure that a state operated student information management system which provides real time, appropriate access to educational data, is available and used by all Idaho school districts including public charter schools that have been designated as local education agencies. The board shall also ensure that state agencies, parents and other parties with an interest in education have real time, appropriate access to the system consistent with the user's role as determined by rule of the board.

1. "Appropriate access" means secure, legally authorized access to information on the system consistent with the user's role as determined by rule of the state board of education; and

2. "Real time" means immediate access to current information on the system.

33-512. Governance of schools. The board of trustees of each school district shall have the following powers and duties:

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 16-17, 2005**

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1. To fix the days of the year and the hours of the day when schools shall be in session. However:

(a) Each school district shall annually adopt and implement a school calendar which provides its students at each grade level with the following minimum number of instructional hours:

Grade	Hours
s	
9-12	990
4-8	900
1-3	810
K	450

(b) School assemblies, testing and other instructionally related activities involving students directly may be included in the required instructional hours.

(c) When approved by a local school board, annual instructional hour requirements stated in paragraph (a) may be reduced as follows:

(i) Up to a total of twenty-two (22) hours to accommodate staff development activities conducted on such days as the local school board deems appropriate.

(ii) Up to a total of eleven (11) hours of emergency school closures due to adverse weather conditions and facility failures.

However, transportation to and from school, passing times between classes, recess and lunch periods shall not be included.

(d) Student and staff activities related to the opening and closing of the school year, grade reporting, program planning, staff meetings, and other classroom and building management activities shall not be counted as instructional time or in the reductions provided in paragraph (c)(i) of this section.

(e) For multiple shift programs, this rule applies to each shift (i.e., each student must have access to the minimum annual required hours of instructions).

(f) The instructional time requirement for grade 12 students may be reduced by action of a local school board for an amount of time not to exceed eleven (11) hours of instructional time.

(g) The state superintendent of public instruction may grant an exemption from the provisions of this section for an individual building within a district, when the closure of that building, for unforeseen circumstances, does not affect the attendance of other buildings within the district.

2. To adopt and carry on, and provide for the financing of, a total educational program for the district. Such programs in other than elementary school districts may include education programs for out-of-school youth and adults; and such districts may provide classes in kindergarten;

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**OCTOBER 16-17, 2005**

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3. To provide, or require pupils to be provided with, suitable textbooks and supplies, and for advice on textbook selections may appoint a textbook adoption committee as provided in section 33-512A, Idaho Code;
4. To protect the morals and health of the pupils;
5. To exclude from school, children not of school age;
6. To prescribe rules for the disciplining of unruly or insubordinate pupils, such rules to be included in a district discipline code adopted by the board of trustees and a summarized version thereof to be provided in writing at the beginning of each school year to the teachers and students in the district in a manner consistent with the student's age, grade and level of academic achievement;
7. To exclude from school, pupils with contagious or infectious diseases who are diagnosed or suspected as having a contagious or infectious disease or those who are not immune and have been exposed to a contagious or infectious disease; and to close school on order of the state board of health or local health authorities;
8. To equip and maintain a suitable library or libraries in the school or schools and to exclude therefrom, and from the schools, all books, tracts, papers, and catechisms of sectarian nature;
9. To determine school holidays. Any listing of school holidays shall include not less than the following: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. Other days listed in section 73-108, Idaho Code, if the same shall fall on a school day, shall be observed with appropriate ceremonies; and any days the state board of education may designate, following the proclamation by the governor, shall be school holidays;
10. To erect and maintain on each schoolhouse or school grounds a suitable flagstaff or flagpole, and display thereon the flag of the United States of America on all days, except during inclement weather, when the school is in session; and for each Veterans Day, each school in session shall conduct and observe an appropriate program of at least one (1) class period remembering and honoring American veterans;
11. To prohibit entrance to each schoolhouse or school grounds, to prohibit loitering in schoolhouses or on school grounds and to provide for the removal from each schoolhouse or school grounds of any individual or individuals who disrupt the educational processes or whose presence is detrimental to the morals, health, safety, academic learning or discipline of the pupils. A person who disrupts the educational process or whose presence is detrimental to the morals, health, safety, academic learning or discipline of the pupils or who loiters in schoolhouses or on school grounds, is guilty of a misdemeanor.
12. To supervise and regulate, including by contract with established entities, those extracurricular activities which are by definition outside of or in addition to the regular academic courses or curriculum of a public school, and which extracurricular activities shall not be considered to be a property, liberty or contract right of any student, and such extracurricular activities shall not be deemed a necessary element of a public school education, but shall be considered to be a privilege.

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13. To govern the school district in compliance with state law and rules of the state board of education.

14. To submit to the superintendent of public instruction not later than July 1 of each year documentation which meets the reporting requirements of the federal gun-free schools act of 1994 as contained within the federal improving America's schools act of 1994.

15. To require that all persons hired for the first time by the district or who have been in the employ of the district five (5) years or less, undergo a criminal history check as provided in section 33-130, Idaho Code. All such employees who are required to undergo a criminal history check shall obtain the history check within three (3) months of starting employment, or for employees with five (5) years or less with the district, within three (3) months from the date such employee is notified that he must undergo a criminal history check. Such employees shall pay the cost of the criminal history check. If the criminal history check shows that the employee has been convicted of a felony crime enumerated in section 33-1208, Idaho Code, it shall be grounds for immediate termination, dismissal or other personnel action of the district, except that it shall be the right of the school district to evaluate whether an individual convicted of one (1) of these crimes and having been incarcerated for that crime shall be hired. The district may require any or all persons who have been employed continuously with the same district for more than five (5) years, to undergo a criminal history check as provided in section 33-130, Idaho Code. If the district elects to require criminal history checks of such employees, the district shall pay the costs of the criminal history check or reimburse employees for such cost. A substitute teacher who has undergone a criminal history check at the request of one (1) district in which he has been employed as a substitute shall not be required to undergo an additional criminal history check at the request of any other district in which he is employed as a substitute if the teacher has obtained a criminal history check within the previous three (3) years. If the district next employing the substitute still elects to require another criminal history check within the three (3) year period, that district shall pay the cost of the criminal history check or reimburse the substitute teacher for such cost.

16. Each board of trustees of a school district shall be responsible for developing a system for registering volunteers or contractors consistent with maintaining a safe environment for their students.

~~17. To ensure that each school district, including specially chartered school districts, participates in the Idaho student information management system (ISIMS) to the full extent of its availability. The terms "Idaho student information management system," "appropriate access" and "real time" shall have such meanings as the terms are defined in section 33-1001, Idaho Code.~~

18. To provide support for teachers in their first two (2) years in the profession in the areas of: administrative and supervisory support, mentoring, peer assistance and professional development.

33-1001. Definitions. The following words and phrases used in this chapter are defined as follows:

1. "Administrative schools" means and applies to all elementary schools and kindergartens within a district that are situated ten (10) miles or less from both the other elementary schools and the principal administrative office of the district and all secondary schools within a district that are situated fifteen (15) miles or less from other secondary schools of the district.

2. "Average daily attendance" or "pupils in average daily attendance" means the aggregate number of days enrolled students are present, divided by the number of days of school in the reporting period; provided, however, that students for whom no Idaho school district is a home district shall not be considered in such computation.

3. "Elementary grades" or "elementary average daily attendance" means and applies to students enrolled in grades one (1) through six (6) inclusive, or any combination thereof.

4. "Elementary schools" are schools that serve grades one (1) through six (6) inclusive, or any combination thereof.

5. "Elementary/secondary schools" are schools that serve grades one (1) through twelve (12) inclusive, or any combination thereof.

6. "Homebound student" means any student who would normally and regularly attend school, but is confined to home or hospital because of an illness or accident for a period of ten (10) or more consecutive days.

~~7. "Idaho student information management system (ISIMS)" means a secure, centralized data system where public school information is stored, accessed and analyzed. The system is comprised of two (2) parts: the first part includes a uniform package of software applications used by all public schools in Idaho for student related administrative functions. The software applications shall handle such functions as student scheduling, grade reporting, attendance, recordkeeping, student achievement and teacher resources; the second part is a data warehouse where public school data are stored and contains a number of report generating software applications. Related definitions within the context of ISIMS are:~~

~~(a) "Appropriate access" means secure, legally authorized access to information on the system consistent with the user's role as determined by rule of the state board of education; and~~

~~(b) "Real time" means immediate access to current information on the system.~~

89. "Kindergarten" or "kindergarten average daily attendance" means and applies to all students enrolled in a school year, less than school year, or summer kindergarten program.

910. "Public school district" or "school district" or "district" means any public school district organized under the laws of this state, including specially chartered school districts.



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101. "Secondary grades" or "secondary average daily attendance" means and applies to students enrolled in grades seven (7) through twelve (12) inclusive, or any combination thereof.

142. "Secondary schools" are schools that serve grades seven (7) through twelve (12) inclusive, or any combination thereof.

123. "Separate elementary school" means an elementary school which measured from itself, traveling on an all-weather road, is situated more than ten (10) miles distance from both the nearest elementary school and elementary/secondary school serving like grades within the same school district and from the location of the office of the superintendent of schools of such district, or from the office of the chief administrative officer of such district if the district employs no superintendent of schools.

134. "Separate kindergarten" means a kindergarten which measured from itself, traveling on an all-weather road, is situated more than ten (10) miles distance from both the nearest kindergarten school within the same school district and from the location of the office of the superintendent of schools of such district, or from the office of the chief administrative officer of such district if the district employs no superintendent of schools.

145. "Separate secondary school" means any secondary school which is located more than fifteen (15) miles by an all-weather road from any other secondary school and elementary/secondary school serving like grades operated by the district.

156. "Support program" means the educational support program as described in section 33-1002, Idaho Code, the transportation support program described in section 33-1006, Idaho Code, and the exceptional education support program as provided in section 33-1007, Idaho Code.

167. "Support unit" means a function of average daily attendance used in the calculations to determine financial support provided the public school districts.

178. "Teacher" means any person employed in a teaching, instructional, supervisory, educational administrative or educational and scientific capacity in any school district. In case of doubt the state board of education shall determine whether any person employed requires certification as a teacher.

### **STATEMENT OF PURPOSE**

This legislation removes outdated references to the Idaho Student Information Management system (ISIMS). This legislation will also allow the State Board of Education to adopt rules that will govern the implementation a student information management system should funding become available.

### **FISCAL IMPACT**

Should funding become available for a student information management system, there would be a fiscal impact of approximately \$500 to promulgate rules to govern the program.

### **CONTACT**

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Name: Karen Echeverria/Luci Willits  
Agency: State Board of Education  
Number: 332-1567/332-1591

LEGISLATURE OF THE STATE OF IDAHO  
Fifty-eighth Legislature                      Second Regular Session - 2006

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO.

BY EDUCATION COMMITTEE

RELATING TO THE IDAHO DIVISION OF VOCATIONAL REHABILITATION TO AMEND SECTION 33-2211, TO ALLOW THE STATE BOARD OF PROFESSIONAL-TECHNICAL EDUCATION TO ADOPT RULES, TO AMEND SECTION 33-2303 TO ALLOW VOCATIONAL REHABILITATION THE ABILITY TO ENTER INTO CONTRACTS WITH SERVICE PROVIDERS AND TO GIVE VOCATIONAL REHABILITATION THE ABILITY TO GRANT OR DENY CERTIFICATION TO SERVICE PROVIDERS BASED ON CRITERIA SET OUT IN RULES.

33-2211. POWERS OF STATE BOARD FOR PROFESSIONAL-TECHNICAL EDUCATION. The state board for professional-technical education shall have the power:

1. To adopt rules for its own government and the government of the Eastern Idaho Technical College, and to adopt rules for any professional-technical or vocational rehabilitation programs, including programs under chapters 22 and 23, title 33, Idaho Code.

2. To employ professional and nonprofessional persons and to prescribe their qualifications;

3. To acquire and hold, and to dispose of, real and personal property, and to construct, repair, remodel and remove buildings;

4. To contract for the acquisition, purchase or repair of buildings, in the manner prescribed for trustees of school districts;

5. To dispose of real and personal property in the manner prescribed for trustees of school districts;

6. To convey and transfer real property of the college upon which no buildings used for instruction are situated, to nonprofit corporations, school districts, community college housing commissions, counties or municipalities, with or without consideration; to rent real or personal property for the use of the college, its students or faculty, for such terms as may be determined by the state board for professional-technical education; and to lease real or personal property of the college not actually in use for instructional purposes on such terms as may be determined by the state board for professional-technical education;

7. To acquire, hold, and dispose of, water rights;

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8. To accept grants or gifts of money, materials, or property of any kind from any governmental agency, or from any person, firm, or association, on such terms as may be determined by the grantor;

9. To cooperate with any governmental agency, or any person, firm or association in the conduct of any educational program; to accept grants from any source for the conduct of such program, and to conduct such program on, or off, campus;

10. To employ a president of the college and, with his advice, to appoint such assistants, instructors, specialists and other employees as are required for the operation of the college; to fix salaries and prescribe duties; and to remove the president or other employees in accordance with the policies and rules of the state board of education;

11. With the advice of the president, to prescribe the courses and programs of study, the requirements for admission, the time and standards for completion of such courses and programs, and to grant certificates or associate of applied science degrees for those students entitled thereto;

12. To employ architects or engineers in planning the construction, remodeling or repair of any building or property and, whenever no other agency is designated by law so to do, to let contracts for such construction, remodeling or repair and to supervise the work thereof;

13. To have at all times, general supervision and control of all property, real and personal, appertaining to the college, and to insure the same.

33-2303. POWERS OF BOARD IN CARRYING OUT PROVISIONS. (a) The board heretofore designated as the state board for professional-technical education is hereby designated as the state board for the purpose of providing for the vocational rehabilitation of persons with disabilities, other than those who are legally blind, and is empowered and directed to cooperate in the administration of said act of Congress; to prescribe and provide such courses of vocational services as may be necessary for the vocational rehabilitation of persons with disabilities, other than those who are legally blind, and provide for the supervision of such services; to appoint such assistants as may be necessary to administer this act and said act of Congress in this state; to fix the compensation of such assistants and to direct the disbursement and administer the use of all funds provided by the federal government and the state of Idaho for the vocational rehabilitation of such persons.

(b) In order to provide vocational rehabilitation services the board of professional-technical education may enter into, or authorize a state vocational rehabilitation agency over which it has oversight to enter into, an agreement or agreements with any person or persons, corporation, or association, approved by the board of professional-technical education to provide such services.

(c) Any person, corporation, or association may make application to the board of professional-technical education for approval and certification to provide vocational rehabilitation services. The board of professional-technical education

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may either grant or deny certification or revoke certification previously granted after investigation of the applicant, in accordance with standards as set forth in rules promulgated by the board of professional-technical education, and consistent with national accreditation bodies. The board of professional-technical education may authorize a state vocational rehabilitation agency over which it has oversight to provide the approvals or certifications described in this subsection.

**STATEMENT OF PURPOSE**

This legislation will give rulemaking authority for the State Board of Education for the Idaho Division of Vocational Rehabilitation (IDVR). Currently, Section 33-2211, Idaho Code only allows the Board (as the Board of Professional-Technical Education, which is designated by statute to provide vocational rehabilitation in this state) to adopt rules for “its own government”. With the transfer, from Health and Welfare, of the Extended Employment Program to IDVR, the existing rules terminated. This legislation would allow the State Board of Education to broaden the Board’s authority to adopt rules to govern this program and others that IDVR oversees. This legislation also clarifies IDVR’s ability to grant or deny certification to service providers based on criteria that will be set out in rule, and to enter into contracts with the service providers.

**FISCAL IMPACT**

There will be no fiscal impact to the general fund.

**CONTACT**

Name: Karen Echeverria/Michael Graham  
Agency: State Board of Education  
Number: 332-1567/287-6477

**LEGISLATURE OF THE STATE OF IDAHO**  
**Fifty-eighth Legislature**                      **Second Regular Session - 2006**

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO.

BY EDUCATION COMMITTEE

RELATING TO THE IDAHO STATE BOARD OF EDUCATION, AMENDING SECTION 33-107 TO REQUIRE DEGREE-GRANTING POSTSECONDARY EDUCATIONAL INSTITUTIONS TO REGISTER WITH THE STATE OF IDAHO AND TO SET OUT THAT ACADEMIC CREDIT CANNOT BE TRANSFERRED TO A POSTSECONDARY INSTITUTION IN IDAHO FROM ANY EDUCATIONAL ORGANIZATION THAT IS NOT RECOGNIZED BY THE STATE BOARD OF EDUCATION; AMENDING SECTION 33-2401 TO INCLUDE A DEFINITION FOR "COURSE" AND TO REMOVE THE DEFINITION OF "ACCREDITED"; AMENDING SECTION 33-2402 TO CLARIFY THE SCHOOLS OR PERSONS WHO ARE EXEMPT FROM REGISTRATION; AMENDING SECTION 33-2404 TO CLARIFY THAT THE STATE BOARD OF EDUCATION WILL SET OUT THE REGISTRATION PROCESS AND FEE IN BOARD RULE; AMENDING SECTION 33-2405 TO ADD THE WORD PROPRIETARY AND TO CLARIFY THAT THE AGENT FEE WILL BE SET OUT IN STATE BOARD OF EDUCATION RULE; AMENDING SECTION 33-2406 TO CLARIFY THE PURCHASE STATEMENT; AMENDING SECTION 33-2407 TO ADD THE WORD PROPRIETARY; AMENDING SECTION 33-2408 TO ADD THE WORD PROPRIETARY; AMENDING SECTION 33-2409 TO ADD THE WORD PROPRIETARY.

**33-107. GENERAL POWERS AND DUTIES OF THE STATE BOARD.**

The state board shall have power to:

- (1) perform all duties prescribed for it by the school laws of the state;
- (2) acquire, hold and dispose of title, rights and interests in real and personal property;
- (3) have general supervision, through its executive departments and offices, of all entities of public education supported in whole or in part by state funds;
- (4) delegate to its executive secretary, to its executive officer, or to such other administrators as the board may appoint, such powers as said officers require to carry out the policies, orders and directives of the board;
- (5) through its executive departments and offices;
  - (a) enforce the school laws of the state,

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(b) study the educational conditions and needs of the state and recommend to the legislature needed changes in existing laws or additional legislation;

~~(6) in addition to the powers conferred by chapter 24, title 33, Idaho Code;~~

~~(a) maintain~~ require ~~a register of courses and programs offered anywhere in the state of Idaho by degree-granting postsecondary educational institutions or other entity that offers, sells, or distributes, or causes to be offered, sold, or distributed, any course or program for academic credit from or which are:~~ (1) located outside the state of Idaho and are offering courses or programs for academic credit or otherwise; or (2) located within the state of Idaho to register with the board. The term "degree" shall have the meaning provided in section 33-2401(6), Idaho Code, but not accredited by a regional or national accrediting agency recognized by the board and are offering courses for academic credit. The board may deny the registration of an educational organization or entity that does not meet the standards or criteria established by the board in rule, which may include accreditation, or the board may exempt an educational organization or other entity from the registration requirement. The administrative procedure act, chapter 52, title 67, Idaho Code, shall apply to any denial of registration. A public postsecondary educational institution or agency supported primarily by taxation from either a state or local source shall not be required to register. The board shall, by rule, prescribe the procedure for registration, which must include, but is not limited to, a description of each degree, course, or program for academic credit that is to be offered, distributed, or sold by each educational institution or other entity required to be registered under this subsection. Such rule shall also prescribe the criteria to be utilized by the board for recognition of accreditation organizations. The board shall assess an annual registration fee on each educational institution or other entity required to be registered under this subsection, which shall be collected by the board and which shall be dedicated for use by the board in connection with its responsibilities under this subsection. Any violation of the provisions of this subsection may be referred by the board to the attorney general for appropriate action, including, but not limited to, injunctive relief.

~~(7) Determine whether to The acceptance of academic or nonacademic credit, at public postsecondary institutions in Idaho. Academic is the prerogative of the state board of education; provided however, credit shall not be transferred into any Idaho public postsecondary institutions from any nonaccredited postsecondary educational institutions or other entity that is not accredited by an organization recognized by the board, can be accepted only upon positive review and recommendation by the individual postsecondary institutions and with the approval of the state board of education. A nonaccredited postsecondary institution is one which is not accredited by a regional accrediting agency recognized by the state board or the United States department of education.~~

~~(b)(8) Maintain a register of approved proprietary schools require compliance by institutions which desire to offer courses or programs in Idaho in~~

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accordance with the standards and procedures established in chapter 24, title 33, Idaho Code, ~~or those standards, procedures and criteria set by the board,~~

~~(e) violation of the provisions of this act will be referred to the attorney general for appropriate action, including, but not limited to, injunctive relief.~~

(79) prescribe the courses and programs of study to be offered at the public institutions of higher education, after consultation with the presidents of the affected institutions;

(810) approve new courses and programs of study to be offered at community colleges organized pursuant to chapter 21, title 33, Idaho Code, when the courses or programs of study are academic in nature and the credits derived therefrom are intended to be transferable to other state institutions of higher education for credit toward a baccalaureate degree, and when the courses or programs of study have been authorized by the board of trustees of the community college.

33-2401. DEFINITIONS. For the purposes of chapter 24, title 33, Idaho Code, the following words have the following meanings:

~~(1) "Accredited" means that a school has been recognized or approved as meeting the standards established by an accrediting agency recognized by the board or the United States department of education.~~

(21) "Agent" means any individual who solicits students for courses in Idaho.

(32) "Agent's permit" means a nontransferable written document issued to an agent by the board.

(43) "Board" means the state board of education.

(54) "Course" means instruction imparted in a series of lessons or class meetings to meet an educational objective.

(65) "Course of study" or "courses of study" means either a single course or a set of related courses for which a student enrolls.

(6) "Degree" means any academic, vocational, professional-technical or honorary title or designation, mark, appellation, series of letters, numbers or words such as, but not limited to, "bachelor's," "master's," "doctorate," or "fellow," which signifies, purports, or is generally taken to signify satisfactory completion of the requirements of an academic, vocational, professional-technical, educational or professional program of study beyond the secondary school level or for a recognized title conferred for meritorious recognition and an associate of arts or associate of science degree awarded by a community college or other public or private educational institution which may be used for any purpose whatsoever. ~~The state of Idaho recognizes and confirms the authority of any board of directors, board of trustees or comparable authority of an accredited school to confer degrees consistent with the requirements specified by the accrediting agency of the school.~~

(7) "Person" means any individual ~~or other legal entity conducting~~ that conducts, provides, or offers a course or courses.

~~(8) "Principal" means any person conducting courses.~~



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(98) "Proprietary school" ~~referred to as "school"~~ means any postsecondary or vocational or professional-technical educational school operated for a profit, or on a nonprofit basis, or other legal entity which maintains a place of business within the state of Idaho or which solicits business from or within the state of Idaho, and which offers a course or courses of study, but which does not offer programs for academic credit or grant degrees, offering degrees, career, or job training programs, and which is not specifically exempted by the provisions of this chapter.

(109) "Registrant" means a ~~person or principal who~~ proprietary school that has been issued a certificate authorizing the conduct of courses authorized under this chapter.

(110) "Student" means an ~~Idaho resident~~ individual enrolled in a proprietary school.

33-2402. ~~SCHOOLS AND COURSES EXEMPTED~~ EXEMPTIONS. The following schools or ~~courses~~ persons are specifically exempt from the provisions of this chapter, including registration; ~~and are not within the definition of "proprietary school":~~

(1) ~~A school, educational institution or agency supported primarily by taxation from either a state or local source.~~

(2) ~~Courses offering~~ A person or school that offers instruction or training solely avocational or recreational in nature, as determined by the board.

(3) ~~A person or school that offers~~ courses recognized by the board which comply in whole or in part with the compulsory education law.

(4) ~~Courses offered by an educational institution accredited by a national or regional accrediting agency recognized by the board or the United States department of education.~~

(5) A person or school that offers a course or courses of study sponsored by an employer for the training and preparation of its own employees, and for which no tuition fee is charged to the student.

(6) A person or school or course which is otherwise regulated, licensed or registered with another state agency pursuant to title 54, Idaho Code.

(7) ~~Aviation school or instructors approved by and under the supervision of the federal aviation administration.~~

(8) A person or school that offers ~~intensive~~ review courses designed to prepare students for certified public accountancy tests, public accountancy tests, law school aptitude tests, bar examinations or medical college admissions tests, or similar instruction for test preparation.

(9) Entities not otherwise exempt offering only workshops or seminars lasting no longer than three (3) calendar days.

(10) ~~Courses offered by a~~ A parochial or denominational institution providing instruction or training relating solely to religion and for which degrees are not granted.

(11) ~~A school or course for~~ person or school that offers postsecondary credit ~~offered by a~~ through a consortium of public and private colleges and universities under the auspices of the western governors.

33-2404. REGISTRATION. (1) No person or principal proprietary school, whether operating from within or without the state of Idaho, shall sell, offer for sale, or distribute, or cause to be sold, offered for sale, or distributed, any course or courses in from or within this state unless such proprietary school person shall be registered with, and hold a valid certificate of registration issued by the board. Such proprietary school shall also be required to pay an annual registration fee. Any such registration and certificate of registration shall expire on the thirtieth day of June of each year. The board shall, by rule, prescribe the procedure for registration of proprietary schools, and set the amount of such registration fee, which shall be collected by the board and which shall be dedicated for use by the board in connection with its responsibilities under this chapter.

(2) Any violation of the provisions of this chapter may be referred to the attorney general by the board for appropriate action, including, but not limited to, injunctive relief.

33-2405. AGENT'S PERMIT. No individual may act as an agent of a proprietary school required to be registered under the provision of this chapter unless that individual holds a valid permit issued by the board and maintains at all times a surety bond as described in section 33-2407, Idaho Code.

The application for a permit shall be furnished by the board and shall include the following:

(1) A statement signed by the applicant that he or she has read the provisions of this chapter and the rules promulgated pursuant thereto.

(2) An annual fee of twenty-five dollars (\$25.00) for each permit. The board shall, by rule, set the amount of such annual agent's permit fee.

All permits shall be renewed annually upon reapplication and proper qualifications on the first day of July. If courses are solicited or sold by more than one (1) agent, a separate permit is required for each agent.

The permit shall consist of a pocket card and shall bear the name and address of the agent, the name and address of the principal, and a statement that the bearer is an authorized agent of the principal, and may solicit and sell courses for the principal. The agent shall surrender the permit to the principal upon termination of employment.

An agent representing more than one (1) ~~institution~~ proprietary school shall obtain a separate agent's permit for each ~~institution~~ proprietary school represented.

No individual shall be issued a permit if he or she has been previously found in any judicial or administrative proceeding to have violated this chapter.

A permit shall be valid for the state's fiscal year in which it is issued, unless sooner revoked or suspended by the board for fraud or misrepresentation in connection with the solicitation for the sale of any course of study, for any violation of the provisions of this chapter or rules promulgated pursuant to this

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chapter, or for the existence of any condition in respect to the agent or the proprietary school he or she represents, which if in existence at the time the permit was issued, would have been grounds for denial for the permit.

The agent shall carry the permit with him or her for identification purposes when engaged in the solicitation for the sale and the selling of courses of study away from the premises of the proprietary school, and shall produce the permit for inspection upon request.

The administrative procedure act, chapter 52, title 67, Idaho Code, shall apply to any denial of a permit or proceeding to revoke or suspend a permit of the board conducted pursuant to this section.

The issuance of a permit pursuant to this section shall not be interpreted as, and it shall be unlawful for any individual holding any permit to expressly or impliedly represent by any means whatever, that the board has made any evaluation, recognition, accreditation or endorsement of any proprietary school or of any course of study being offered for sale by the agent of any such proprietary school. Any oral or written statement, advertisement or solicitation by any principal or agent which refers to the board shall state:

"(Name of proprietary school) is registered with the State Board of Education in accordance with Section 33-2404, Idaho Code."

It shall be unlawful for any agent holding a permit under the provisions of this section to expressly or impliedly represent, by any means whatsoever, that the issuance of the permit constitutes an assurance by the board that any course of study being offered for sale by the ~~individual~~ agent or proprietary school will provide and require of the student a course of education or training necessary to reach a professional, education, or vocational objective, or will result in employment or personal earning for the student, or that the board has made any evaluation, recognition, accreditation, or endorsement of any course of study being offered for sale by the agent or proprietary school.

No agent shall make any untrue or misleading statement or engage in sales, collection, credit, or other practices of any type that are illegal, false, deceptive, misleading or unfair.

The board shall maintain records for five (5) years of each application for permit, each bond, and each issuance, denial, termination, suspension and revocation of a permit.

The board or a student may bring an action pursuant to the Idaho rules of civil procedure for an agent's violation of the provisions of this chapter or any rule promulgated pursuant to this chapter, or any fraud or misrepresentation. The court shall determine which party is the "prevailing party" and the prevailing party shall be entitled to the recovery of damages, reasonable attorney fees and costs both at trial and on appeal.

Additionally, any ~~principal~~ or agent who violates the provisions of this section is also guilty of a misdemeanor punishable by imprisonment in the county jail not exceeding six (6) months, or by a fine not exceeding five thousand dollars (\$5,000), or both.

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33-2406. PURCHASE STATEMENT. At the time of depositing any moneys to purchase the product of any proprietary school, the proprietary school shall require the student to execute the following statement on an appropriate form which shall be maintained on record by the proprietary school in the individual student's file:

"I understand that (Name of ~~Institution~~ proprietary school) is registered with the State Board of Education in accordance with Section 33-2404, Idaho Code. I also understand that the State Board of Education has not accredited or endorsed any course of study being offered by (Name of ~~Institution~~ proprietary school)-, and that these courses will not be accepted for transfer into any Idaho public postsecondary institution."

33-2407. SURETY BOND. A surety bond issued by an insurer duly authorized to do business in this state in favor of the state of Idaho for the indemnification of any ~~person~~ individual for any loss suffered as a result of the occurrence, during the period of coverage, of any fraud or misrepresentation used in connection with the solicitation for the sale or the sale of any course of study, or as a result of any violation of this chapter or the rules promulgated pursuant to this chapter shall be required of an agent. The term of the bond shall extend over the period of the permit. The bond shall be supplied by the proprietary school.

The bond shall provide for liability in the penal sum of one hundred thousand dollars (\$100,000) for ~~these a~~ proprietary schools with one hundred (100) or more students; fifty thousand dollars (\$50,000) for ~~these a~~ proprietary schools with fifty (50) to ninety-nine (99) students; twenty-five thousand dollars (\$25,000) for ~~these a~~ proprietary schools and with less than fifty (50) students. Notwithstanding the above, for ~~these a~~ proprietary schools that submits evidence acceptable to the board that the total unearned tuition of the proprietary school will not exceed ten thousand dollars (\$10,000) at any given time during the period of registration, a bond in the penal sum of ten thousand dollars (\$10,000) may be provided, regardless of the number of students.

The board may submit a demand upon the surety on the bond on behalf of a student or students when it is reasonably believed that a loss has occurred due to fraud or misrepresentation used in connection with the solicitation for the sale or the sale of any course of study, or as [a] result of any violation of the provisions of this chapter or the rules promulgated pursuant to this chapter.

Neither the principal nor surety on the bond may terminate the coverage of the bond, except upon giving one hundred twenty (120) days' prior written notice to the board, and contemporaneously surrendering all agents' permits.

Each proprietary school shall certify, at the time of registration, the number of students presently enrolled at the proprietary school and shall make available, upon request of the board, proof of enrollment numbers.

33-2408. STUDENT TUITION RECOVERY ACCOUNT -- CONDITIONS FOR RECOVERY. (1) There is hereby created in the state treasury the student tuition recovery account to be administered by the board for the purpose of relieving or mitigating pecuniary losses suffered by any Idaho resident who is a student of a proprietary school registered under the provisions of this chapter and who meets either of the following conditions:

(a) The student was enrolled in a school prior to the school's closure, had prepaid tuition, and suffered loss as a result of:

(i) The closure of the proprietary school; or

(ii) The proprietary school's breach or anticipatory breach of the agreement for the course of study.

For the purpose of this section, "closure" includes closure of a branch or satellite campus, the termination of either the correspondence or residence portion of a home study or correspondence course, and the termination of a course of study for some or all of the students enrolled in the course before the time the students have satisfactorily completed the program, or before a student who has been continuously enrolled in a course of study had been permitted to complete all the educational services and classes that comprise the course.

(b) The student obtained a judgment against the institution for any violation of the provisions of this chapter or rules promulgated pursuant to this chapter, and the student certifies that the judgment cannot be collected after diligent collection efforts.

(2) Payments from the account to any student shall be subject to rules and conditions as the board shall prescribe.

(a) The proprietary school shall provide to the board at the time of the proprietary school's closure the names and addresses of persons who were students of the proprietary school within sixty (60) days prior to its closure, and shall notify these students within thirty (30) days prior to the proprietary school's closure, of their rights under the student tuition recovery account and how to apply for payment.

(b) If the proprietary school fails to comply with the provisions of this section, the board shall attempt to obtain the names and addresses of these students and shall notify them, within ninety (90) days of the proprietary school's closure, of their rights under the student tuition recovery account and how to apply for payment. The board may require the school to reimburse the board for all reasonable costs and expenses incurred in notifying students.

(c) The board shall develop a form fully explaining a student's rights, which shall be used by the proprietary school or the board to comply with the notice requirement. The form shall include or be accompanied by a claim application form and an explanation of how to complete the application.

(d) Students filing for payment from the student tuition account as a result of the closure of a proprietary school must submit the claim within one (1) year from the proprietary school's or board's service of notice on the student or within two (2) years of the closure of the proprietary school, whichever is earlier.

(3) Students entitled to payment shall file with the state board of education a verified application including, but not limited to each of the following:

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(a) The student's name, address, telephone number and social security number.

(b) If any portion of the tuition was paid from the proceeds of a loan, the name of the lender and any state or federal agency that guaranteed the loan.

(c) The amount of the prepaid tuition.

(d) The dates the student started and ceased attending the proprietary school.

(e) A description of the reasons the student ceased attending the proprietary school.

(f) If the student ceased attending because of a breach or anticipatory breach, a statement describing in detail the nature of the economic loss incurred.

(4) Students entitled to payment based on a judgment shall file with the board a verified application indicating the student's name, address, telephone number and social security number, the amount of the judgment obtained against the proprietary school, a statement that the judgment cannot be collected, and a description of the efforts attempted to enforce the judgment. The application shall be accompanied by a certified copy of the judgment and any other documents indicating the student's efforts made to enforce the judgment. The application shall be filed with the board within two (2) years after the date upon which the judgment became final.

(5) If the board pays the claim, the amount of the payment shall be the total amount of the student's economic loss, although the amount of the payment shall in no event exceed the amount of the student's tuition and cost of equipment and materials related to the course of study plus interest on all student loans used to pay tuition, equipment and materials. Upon payment of the claim, the board shall be subrogated to all of the student's rights against the school to the extent of the amount of the payment. If the board receives several claims from students, the payment of which cannot be totally covered by the student tuition recovery account, the claims shall receive a prorata [pro rata] share of the account.

(6) If the board denies a claim, the board shall notify the student of the denial and of the student's right to request a hearing within thirty (30) days. The hearing shall be held pursuant to the administrative procedure act, chapter 52, title 67, Idaho Code. If a hearing is not requested the board's decision shall be final.

(7) It is the intent of the legislature that, when a student is enrolled in a proprietary school that closes prior to the completion of the student's program, the student shall have the option for a teach-out at another proprietary school with a comparable course of study. The board shall seek to promote teach-out opportunities whenever possible, with the student to be informed by the board that he or she has the option of either payment from the account or a teach-out which shall be funded from the account.

(8) No liability accrues to the state of Idaho from claims made against the student tuition recovery account.

33-2409. ASSESSMENT FOR STUDENT TUITION RECOVERY ACCOUNT. The board shall assess each registered proprietary school which collects any moneys in advance of rendering services, an amount equal to one-tenth of one percent (.1%) of the total course cost for each student enrolled. The assessment per student shall not be less than one dollar (\$1.00), and not more than four dollars (\$4.00).

In addition, for each student who prepays an institution an amount in excess of four thousand dollars (\$4,000), the board shall assess the proprietary school one-half of one percent (.5%) of the prepaid amount which exceeds four thousand dollars (\$4,000). The board shall promulgate rules regarding collection and administration of the student tuition account.

At any time that the balance is in excess of fifty thousand dollars (\$50,000), the board shall suspend collection, except as provided in the event of a newly registered proprietary school or the transfer of ownership of a proprietary school as provided in this section, until such time as the balance is again below fifty thousand dollars (\$50,000).

Newly registered proprietary schools shall, regardless of the balance in the account, contribute the assessment set forth in this section for two (2) years.

If fifty-one percent (51%) or more of the ownership interest in a proprietary school is conveyed through sale or other means into different ownership, the new owner shall commence contributions under the provisions applying to a new applicant.

No more than ten percent (10%) per fiscal year shall be used for the administration of the tuition recovery program. The interest earned on money in the account shall be credited to the account.

In the event of a closure of a proprietary school registered under the provisions of this chapter, any assessments which have been made against those proprietary schools, but have not been paid into the account, shall be recovered to the extent feasible, or any payments from the student tuition recovery account made to students on behalf of any school may be recovered from that proprietary school by appropriate action taken by the board. The moneys so deposited in the student tuition recovery account shall be exempt from execution and shall not be the subject of litigation or liability on the part of creditors of those proprietary schools or students.

#### **STATEMENT OF PURPOSE**

The course/program registration process in Title 33, Chapters 1 and 24 needs to be revised to more clearly define the process for registering private non-profit and for profit postsecondary institutions that are offering academic credit in Idaho. The revisions will enhance the Idaho State Board of Education's ability to more carefully scrutinize institutions that are interested in offering programs in Idaho. Idaho is one of a few states in the nation that does not have rigorous registration process. The registration process protects the integrity of academic credit among institutions and helps to avoid the proliferation of degrees that are granted by paying a fee and not taking classes and still obtaining degrees.

**FISCAL IMPACT**

Initially staff at the Idaho State Board of Education/ Department of Education will be able to process requests. In future years, 1 additional professional position and a part-time clerical position may need to be added if the number of institutions seeking approval increases.

**CONTACT**

Name: Karen Echeverria/Marilyn Davis  
Agency: State Board of Education  
Number: 332-1567/332-1563



**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
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**SUBJECT**

Approval of 1<sup>st</sup> Reading of Amendment of Board Policy – IV.B.10 – Idaho Student Information Management System (ISIMS)

**APPLICABLE STATUTE, RULE, OR POLICY**

NA

**BACKGROUND**

During the 2005 legislative session, the legislature passed legislation that removed references to ISIMS. The Board will be submitting legislation during the 2006 legislative session that will remove all other references.

**DISCUSSION**

The Board has had a policy in place since May 2003. Because ISIMS no longer exists there is no further need for this policy

**IMPACT**

If the Board approves the 1<sup>st</sup> reading of amendment to Board Policy – IV.B.10 – Idaho Student Information Management System (ISIMS), the amendment will be brought back to the Board at the December meeting for a 2<sup>nd</sup> reading.

If the Board rejects 1<sup>st</sup> reading of amendment to Board Policy – IV.B.10 – Idaho Student Information Management System (ISIMS), the policy will remain in the Board's Policies and Procedures.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends the approval of the 1<sup>st</sup> reading as submitted.

**BOARD ACTION**

A motion to approve the 1<sup>st</sup> reading of amendment to Board Policy – IV.B.10 – Idaho Student Information Management System (ISIMS).

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

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
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**SECTION: IV. ORGANIZATION SPECIFIC POLICIES AND PROCEDURES**

**B. State Department of Education**

~~10. Idaho Student Information Management System~~

~~This policy covers the State Board of Education, the State Department of Education, and the State Contractors for student achievement testing.~~

~~a. Purpose of this Policy~~

~~This policy provides direction for the establishment, operation and maintenance of the Idaho Student Information Management System (ISIMS). ISIMS is a statewide data management system for public elementary and secondary education entities in Idaho that provides centralized data warehousing, report generation and systemized data analysis. ISIMS is authorized under Idaho Code 33-120A (House Bill 367, 2003 Session).~~

~~b. Roles and Responsibilities~~

~~The State Board of Education will set policy for and exercise general oversight over ISIMS. Contracts executed by the State Superintendent of Public Instruction related to ISIMS will comply with all Board policies, and are subject to the advice and consent of the Board. The Board will also review and make recommendations to the Legislature and State Department of Education on fiscal matters related to ISIMS.~~

~~The State Department of Education will implement and administer ISIMS. The State Department of Education will have responsibility for day-to-day operations and support of the system, including, but not limited to, technical support, system maintenance, training, contract negotiations, and executing contracts.~~

~~c. Participation in ISIMS~~

~~As provided for in Idaho Code 33-512, all Idaho public school districts and specially chartered school districts shall fully participate in ISIMS. Private schools choosing to use ISIMS for delivery and reporting of data will be responsible to pay actual incremental costs of their participation, including, but not limited to, costs resulting from software and connectivity.~~

~~The state contractor for ISAT will be provided access to ISIMS. Such access will include the ability to receive data from and send data to all districts and schools and the data warehouse, and to create such reports as may be requested or required by the Board or the State Department of Education.~~

~~d. Access to Data~~

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
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~~ISIMS will be structured to provide real-time, appropriate access to educational data. The State Department of Education will annually submit to the Board a list of participants in ISIMS with their corresponding levels of access to data. This list shall be subject to Board approval, and will include all ISIMS participants, including but not limited to, the Board, the State Department of Education, the Division of Professional-Technical Education, Board-approved contractors, the J.A. & Kathryn Albertson Foundation, and participating K-12 districts and schools. At all times, the Board and the State Department of Education will have real-time access to educational data.~~

~~The Executive Director of the State Board of Education and the Superintendent of Public Instruction are authorized to jointly approve changes to the participation list or access levels between regularly scheduled Board meetings; however, any such changes are subject to Board ratification at the next scheduled Board meeting.~~

~~e. Student Identifiers~~

~~Subject to Board approval, the State Department of Education will create a system to provide discrete student identification numbers for all students enrolled in Idaho public schools.~~

~~f. Security and Confidentiality~~

~~Subject to Board approval, the State Department of Education will create methods and connections to assure the secure transfer of data through ISIMS. All data, including student identifiers, records, and class materials shall be organized and maintained in compliance with all federal and state laws and regulations governing confidentiality of student information.~~

~~g. Course Codes~~

~~Subject to Board approval, the State Department of Education will develop a numbering system that will be used uniformly throughout the state to identify standards-based courses. These codes shall be updated annually by the State Department of Education and approved by the Board.~~

~~h. Accountability~~

~~Participating districts and schools will submit all student data in a manner that complies with state and federal reporting and disaggregation requirements and within time frames established by the Board.~~

~~i. Reporting~~

~~Beginning in June 2003, the State Department of Education shall submit reports to the Board detailing progress on the implementation of ISIMS. These reports shall be submitted in accordance with a schedule established by the Executive Director and~~

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
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~~shall include but not be limited to programming, material acquisition, stakeholder participation, human resources, and compliance with all pertinent policies and rules.~~

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>REPORT ON THE UNIVERSITY OF IDAHO ARCHITECTURE PROGRAM</b>	Motion to Approve
<b>2</b>	<b>OFFICE OF PERFORMANCE EVALUATIONS (OPE) FINDINGS – IDAHO COUNCIL FOR TECHNOLOGY IN LEARNING</b>	Motion to Approve
<b>3</b>	<b>PLATO LEARNING – I-PLAN PRESENTATION</b>	Information Item
<b>4</b>	<b>ADDITIONAL YEARLY GROWTH (AYG) AND DISTINGUISHED SCHOOLS REWARDS</b>	Motion to Approve
<b>5</b>	<b>REVIEW OF THE PROPOSED LEGISLATION TO CODIFY THE IDAHO CAREER INFORMATION SYSTEM (CIS)</b>	Information Item
<b>6</b>	<b>PROPOSED RULE – IDAPA 08.02.03, RULES GOVERNING THOROUGHNESS, REWARDS</b>	Motion to Approve
<b>7</b>	<b>RULE WAIVER OF ADMINISTRATION OF THE DIRECT MATH ASSESSMENT</b>	Motion to Approve

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**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**OCTOBER 16-17, 2005**

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**SUBJECT**

Report on the University of Idaho Architecture Program

**REFERENCE**

April 2002 Board Meeting	At the April 22-23, 2004 Board meeting, President Hall recommended a full review of the UI decision to close the College of Art and Architecture at the June 2004 Board meeting. An agenda item was not scheduled at this meeting.
June 2005 Board Meeting	Informational item on the status of the UI Architecture program. By unanimous consent, the Board agreed to place this matter on the October Board agenda.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.G.8.b. Instructional Program Discontinuance

**BACKGROUND**

Current Board Policy Section III.G.8.b., Instructional Program Discontinuance, adopted at the October 2002 Board meeting, states that "discontinuance of academic programs, majors, minors, options, emphases or instructional units with a financial impact of \$250,000 or more per year requires Board approval". The revised policy also included a definition for financial impact; however, the definition is in reference to approval of new programs rather than discontinuances. Financial impact is defined as the "total resources needed to support salaries or additional faculty, and staff, or facilities costs, operating expenditures, capital outlay, physical facilities and indirect costs....that are generated as a direct result of the new instructional program".

Prior to the October 2002 policy revision, the policy stated that "the creation of any new credit bearing instructional program...or *any other request* (which would include a discontinuance) having a financial impact of \$150,000 or more per year will require Board approval prior to implementation." This version of the policy did not have a separate section for program discontinuance. The revised policy included a separate section on discontinuances as noted above.

**DISCUSSION**

The University of Idaho (UI) sent a letter dated June 12, 2002 to the Office of the State Board requesting approval for several organizational changes including the closure of the College of Art and Architecture. This college was combined with other disciplines to form a new College of Letters, Arts and Social Sciences. The request was approved via letter from Gary Stivers to former President Hoover. The letter from President Hoover did not include a dollar value of the

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
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reorganization that eliminated the College of Art and Architecture. It has since been determined that the financial impact of closing the College of Art and Architecture was \$106,873 in permanent reductions and \$61,362 in one-time holdbacks or delayed expenditures (this was not a permanent reduction). Thus, the total value of the reduction was \$106,973.

Representatives from the College of Art and Architecture Foundation (a private foundation that is not affiliated with UI and not recognized by the Board) have expressed concerns about the closure on several occasions and they have made inquiries about whether the process was done in accordance with Board policy. At the request of Board President Hall, a subcommittee was appointed at the December 2003 Board meeting to determine if there was a violation of Board policy and to work with the foundation, administration, and the advisory board to see if and how restoration can occur if there was a violation.

**IMPACT**

The foundation believes the College of Art and Architecture should be fully restored as a stand-alone college to maintain the integrity of the discipline. Please refer to the attached documents from the foundation.

Subsequent to the June 2005 Board meeting, UI analyzed the impact of closing the College of Art and Architecture. Based on this analysis, the "university leadership does not recommend that the College of Art and Architecture be reinstated. It appears from both quantitative and qualitative evidence that the students continue to be well served in the current structural form" (p. 5). The UI report is attached.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends that the Board approve the motion as stated.

**BOARD ACTION**

A motion to uphold the action of the Executive Director authorizing closure of the College of Art and Architecture based on the analysis UI provided in their report.

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



**REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY**

**As of April 2002:**

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: III. POSTSECONDARY AFFAIRS  
G. Program Approval and Discontinuance**

**April 2002**

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**3. Approval/Overview for all Programs, Units, and Titles**

Executive Director approval is required 30 days prior to the implementation, discontinuance, expansion or change in title in any of the programs and units identified in 3a - b below including off-campus programming in cooperation with another institution, business, agency or industry. The executive director may refer any of the above requests to the Board or its designated Committees for review and action. An institution may appeal the decision of the Executive Director. That appeal procedure is a component of the Guidelines for Program Review and Approval.

The creation of any new credit bearing instructional program outlined in 3.c, and any other request in 3a or 3b having a financial impact of \$150,000 or more per year will require Board approval prior to implementation.

Those program, component, unit and title changes approved by the Executive Director shall be reported quarterly to the Board.

**a. Academic or Professional-Technical Units**

Academic or Professional-Technical Units include: Departments, Institutes, Offices, Centers, Divisions, Schools, Colleges, Campuses, Branch Campuses, Administrative units of research or public service.

**b. Credit Bearing Instructional Programs Components**

Academic majors, minors, emphases, options, do not require Board approval unless the fiscal impact is greater than \$150,000 per year.

(1) Professional-Technical Program components, except tech-prep articulations, do not require Board approval unless the fiscal impact is greater than \$150,000 per year.

(2) Certificates of Completion are not defined as programs per se and hence do not require Board approval.

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**OCTOBER 16-17, 2005**

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c. New Program Requests

All credit bearing certificates (excluding Certificate of Completion) and degrees require full board approval.

(1) Professional-Technical Certificates (as defined in Section C, 1-4)

(2) Degrees (Associates of Applied Sciences, Associate of Arts, Associate of Science, Baccalaureate, Masters, Doctorate)

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS  
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Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

G. Program Approval and Discontinuance

October 2002

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**8. Instructional Program Discontinuance Policy**

If in conflict, any policies of the Board of Trustees of North Idaho College, or the Board of Trustees of the College of Southern Idaho related to program discontinuance shall supersede the policies set forth herein.

- (b) discontinuance of academic programs, majors, minors, options, emphases or instructional units with a financial impact of \$250,000 or more per year requires Board approval.

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Office of the Provost & Executive Vice President  
Administration Building Room 105  
P.O. Box 443152  
Moscow, ID 83844-3152  
(208) 885-6368

September 27, 2005

To: University of Idaho Board of Regents/State Board of Education  
Marilyn Davis, Acting Executive Director

From: Tim White, President  
Doug Baker, Provost and Executive Vice President

Subject: University of Idaho Report on Architecture and Art dated  
September 21, 2005

Marilyn Davis has pointed out to us that we quoted the wrong State Board Policy in our memo to the Board. During the fall 2002, the Board policy, Section III, G, Instruction Program Approval and Discontinuance, was revised. The corrected paragraph on page 4 of our 9.21.05 document, with the changes marked (deletions lined, new underlined) follows:

"The merger and re-organization of the college management structure in the College of Art and Architecture did not discontinue any academic programs, majors, minors, emphases, or options. ~~or instructional units.~~ The only affected areas were management structures, as the University of Idaho did consolidate College of Art and Architecture departments with other programs into the larger College of Letters, Arts and Social Sciences. The overall savings to the university were \$106,873 in permanent reductions and \$61,362 in one-time holdbacks. The one-time holdbacks were not part of the permanent reductions or the merger process; rather, they addressed the University's debt reduction plan, and included delaying of hires for a year."

Prior to October 2002, State Board Policy III G.3. stated: *"Executive Director approval is required 30 days prior to the implementation of any discontinuance, expansion or change in title in the programs and units identified in 3a-b below including off-campus programming in cooperation with another institution, business, agency or industry. The executive director may refer any of the above requests to the Board or its designated Committees for review and action. The creation of any new program outlined in 3.b and any other request having a financial impact of \$150,000 or more will require Board approval prior to implementation."*

At the end of the day, however, the University of Idaho does not seek to make its case now on non-substantive nuances of policy. Actually, for us, there has been some element of 'unscrambling an egg' as we try and go back and understand the events of 2002. In our review of summary documents from June 2002, we feel the evidence supports a conclusion that the University of Idaho acted in good faith based on a request and subsequent approval, also made in good faith, by then-Executive Director Gary Stivers.

In light of the inaccuracy identified above, we will revise the technical aspects of the University of Idaho's report, specifically the second and third paragraphs under the Policy and Procedures section, and resubmit the entire document to the Board of Regents and State Board Office for publication in the October Board notebook.

While we do not believe it is appropriate to reinstate the College of Art and Architecture, we do believe it is important to plan and prepare for the 21<sup>st</sup> century needs of our students and state. A potential academic focus for these efforts is around the concept of sustainable design, one of the key foci in the University's Plan for Renewal. We will work on this strategic direction by partnering with the faculty, staff and students from the Departments of Architecture, Art and Design, Landscape Architecture and related disciplines to enhance our environment for teaching and learning, research and creative activity, and outreach and engagement to better serve the state.

# **AN ANALYSIS AND RECOMMENDATION ON THE STRUCTURE AND FUNCTION FOR THE ART, ARCHITECTURE, INTERIOR DESIGN, AND LANDSCAPE ARCHITECTURE PROGRAMS OF THE UNIVERSITY OF IDAHO**

## *OUTLINE:*

*EXECUTIVE SUMMARY*

*ENGAGEMENT*

*BACKGROUND AND CONTEXT*

*POLICY AND PROCEDURE*

*ARCHITECTURE, AND THE COLLEGE OF LETTERS, ARTS AND SOCIAL  
SCIENCE TRENDS*

*PROGRAM MAPS AND CURRICULAR INTEGRATION*

*SHOULD THE COLLEGE OF ART AND ARCHITECTURE BE  
REINSTATED?*

*BUILDING A STRONGER FUTURE*

## EXECUTIVE SUMMARY

In 2002 an organizational administrative change, not program discontinuance, was made that resulted in the incorporation of extant major programs into a then newly-formed administrative unit, the College of Letters, Arts and Social Sciences. These changes were precipitated by formidable state-wide budget reductions scheduled for FY 2003.

Since 2002, the aggregate number of majors, degree recipients, instructional faculty FTE, and general fund budget have increased in the constituent programs of Architecture, Interior Architecture/Interior Design, Art and Design (Art, Art Education, Photography and Studio Art), and Landscape Architecture. A new major, Virtual Technology and Design, was initiated in 2003.

Over the past several months, a well-organized group of alumni and stakeholders, and more recently some students, department leadership, and faculty have approached the new university leadership, President White and Provost and Executive Vice President Baker, as well as the State Board of Education and Governor individually and collectively to reinstate the former College of Art and Architecture for a host of reasons.

We acknowledge their concerns and the well-meaning efforts, and believe we are interested in the same goal, namely sustaining and growing distinctive and innovative programs of sufficient depth, breadth and creativity to serve our students and state well.

The recent conversations regarding the former College of Art and Architecture occurred concurrently as the University of Idaho was conducting a thorough analysis of its academic programs and business practices in 2004-05. Deans, faculty, staff, students, alumni, stakeholders

along with central university leadership engaged in a comprehensive process that resulted in the President's Plan for Renewal, issued in February 2005. Among the underlying principles of this plan are that organizational and administrative form follows function, that interdisciplinarity shall be fostered, administrative costs minimized, and innovation, entrepreneurship and excellence enabled.

Among the concerns raised by the proponents of re-establishing the former College is the assertion that either the then-administration of the University misled the SBOE and Board Office, or that the Executive Director acted outside his authority as described in 2002 State Board policy in approving the change. In our analysis of the documents available to us, we cannot find credible evidence of either assertion.

Also among the concerns stated is a diminished visibility and autonomy of Architecture in the current College of Letters, Arts and Social Sciences. This is a legitimate concern, and as a consequence, we will take action to insert the word 'Architecture' into the College's title; as a placeholder we will use College of Architecture, Arts, Letters, and Social Sciences; this working title will be vetted with faculty, staff, students and alumni before it comes to the Board.

A related concern is the fear that the departments from the former College of Art and Architecture do not have sufficient access to the President and Provost and Executive Vice President, through the Dean, to 'compete' fairly with other curricula on campus for resources. The data below indicate that the departments have fared relatively well since the merger. In terms of access, we hope that the efforts of the President and Provost and Executive Vice President in recent months illustrate that there are and will continue to be appropriate levels of access to university administration.

It is notable that with the actions taken in 2002 to protect the underlying academic programs the following record emerges for the departments in the former College of Art and Architecture:

	<u>FY 2002</u>	<u>FY 2006</u>
Instructional FTE	33.83	35.45
Total Student Majors	729	874
Total Allocation	\$3.07M	\$3.34M

In 2004, the Masters in Architecture professional degree was reaccredited for six years by the National Architecture Accrediting Board in the current administrative configuration of the College of Letters, Arts, and Social Sciences. The architecture program received the highest marks for student achievement and 36 of 37 of the student performance criterion met or exceeded expectations.

As responsible stewards of the public, student and private investments in these programs, we cannot find justification to increase the administrative cost to re-establish a smaller and potentially insular College of Art and Architecture. As we look to the future at the University of Idaho, we will be making every effort to promote and fund interdisciplinarity and integrated efforts that better serve the complex needs of Idaho, the nation and the world. And while



Architecture should enjoy a degree of visibility and autonomy, it should also be part of an integrated academic fabric at the university and seek interdisciplinarity in its learning outcomes, creative scholarship, and outreach efforts.

Consequently, President White and Provost and Executive Vice President Baker respectfully request that the Regents of the University of Idaho/SBOE take no action to re-establish the former College of Art and Architecture, to affirm the direction of university leadership as described herein, and to encourage faculty, students, staff, alumni, stakeholders and administrators to work constructively together to move the discussion from one of debating the propriety of 2002 decisions and organizational structure, to one of advancing and strengthening the programs.

### ENGAGEMENT

President White, since his appointment in August 2004, has had multiple conversations with Art, Architecture, Interior Design and Landscape Architecture stakeholders, students, faculty, staff and leadership. Before and since his appointment in August 2005 Provost and Executive Vice President Baker has examined the teaching/student learning, research/scholarship, and outreach/engagement goals for these academic programs and then worked to determine the most appropriate structural form to help attain those goals within the fiscal realities of the University of Idaho and the state.

To gather information on the status of the departments and their academic plans over the past few months, the Provost and Executive Vice President initially met in Moscow with each of the three current Department Chairs Steve Drown (Landscape Architecture), Wendy McClure (Architecture and Interior Design), and Bill Woolston (Art and Design) in individual meetings as well as subsequent group meetings. He held a series of meetings with Dean Joe Zeller, President White, Budget Director Mark Brainard, Associate Budget Director Beverly Rhoades, Institutional Research Director Archie George and student club leaders. In Coeur d'Alene, Provost and Executive Vice President Baker met with Steve Kopke from the Art and Architecture Foundation and had a subsequent meeting in Boise with a number of members of that group, some of whom attended by phone. Those meetings were supplemented with reports on enrollments, budgets, accreditation, and curricular program maps from departments and university planning exercises.

### BACKGROUND AND CONTEXT

In the spring of 2002, the University of Idaho central administration announced its intent to merge three colleges: College of Art & Architecture, College of Letters & Science, and the College of Mines & Earth Resources into two: College of Letters, Arts & Social Sciences and College of Science. The decisions were made with dual criteria of efficiency and effectiveness. This action and its budgetary impact were presented to the State Board of Education (SBOE) for approval as part of the University of Idaho omnibus budget presentation.

A difficult economic environment in Idaho at that time exacerbated the need to undertake these changes. During this period there was a significant economic turndown and the resulting

reductions in state funding for higher education magnified the economic impact on higher education. The University of Idaho faced a \$9.4 million reduction in state funding. The College of Art and Architecture's contribution to this reduction was \$106,873 in permanent reductions and \$61,362 in one-time holdbacks as the academic programs were merged into a new and larger administrative unit, the College of Letters, Arts and Social Sciences, without cutting any constituent academic programs.

The University of Idaho developed a plan at that time that included reorganization, retirement incentives, layoffs, a 12% increase in student fees and growth of professional fees that allowed for the initial 10% budget reduction. Following in fiscal year 2003, a multi-year plan was developed to reallocate approximately \$30 million to reduce institutional accumulated debt and balance the university budget.

#### POLICY AND PROCEDURE

SBOE approval procedures for program discontinuance prior to October 2002:

*Section III, G.3. stated: "Executive Director approval is required 30 days prior to the implementation of any discontinuance, expansion or change in title in the programs and units identified in 3a-b below including off-campus programming in cooperation with another institution, business, agency or industry. The executive director may refer any of the above requests to the Board or its designated Committees for review and action. The creation of any new program outlined in 3.b and any other request having a financial impact of \$150,000 or more will require Board approval prior to implementation."*

The merger and re-organization of the college management structure in the College of Art and Architecture did not discontinue any academic programs, majors, minors, emphases, or options. The only affected areas were management structures, as the University of Idaho did consolidate College of Art and Architecture departments with other programs into the larger College of Letters, Arts and Social Sciences. The overall savings to the university were \$106,873 in permanent reductions and \$61,362 in one-time holdbacks. The one-time holdbacks were not part of the permanent reductions or the merger process; rather, they addressed the University's debt reduction plan, and included delaying of hires for a year.

The plan for reorganization of the College of Art and Architecture identified a reallocation of administrative duties from the College of Art and Architecture to the new College of Letters, Arts and Social Sciences. The SBOE Executive Director reviewed and approved the proposed changes, consistent with policy. Appendix A includes the original documents requesting these administrative actions from then President Hoover and approval by Executive Director Stivers.

#### ARCHITECTURE, AND THE COLLEGE OF LETTERS, ARTS AND SOCIAL SCIENCE TRENDS

Trend data on degrees awarded, student enrollments and resources/expenditures covering the last six years are reported in Appendix B. The colleges were merged between years 2001-2002 and 2002-2003. Since that merger, increases have occurred in degrees conferred, students enrolled (FTE), and student majors in College of Letters, Arts, and Social Sciences as well as in the Art and Architecture departments. Annual gifts to College of Letters, Arts, and Social Sciences

dipped after 2001-2002 and have slowly increased since then. Art and Architecture departments have maintained modest levels of giving over that time period with a significant increase last year due to a welcomed single endowment to the Art Department. General education budgets for the College of Letters, Arts, and Social Sciences, including Art and Architecture, dropped in the year after the merger as deficits were reduced, but have subsequently increased.

The number of student majors by class rank over the last seven years is illustrated in Appendix C. Again, the summative data indicate that majors in Art, Architecture, Interior Design, Landscape Architecture, and a new program in Virtual Technology and Design have increased from 729 in 2001-2002 to 874 in 2005-2006. This is an increase of 145 majors over the last five years.

Data from the Architecture Department's accreditation report also supports the strength of that program, which was reaccredited last year. It should be noted that Landscape Architecture will be reviewed for re-accreditation next year and the Art Department is considering pursuing accreditation. Taken in total, these data indicate that the College, in general, and the Art and Architecture Departments are strong and growing. It does not appear that the merger of the colleges has decreased enrollments or budgets.

#### PROGRAM MAPS AND CURRICULAR INTEGRATION

In the spring of 2005 faculty from across the institution met in their departments and mapped the curriculum for their academic programs. The resulting documents form a basis to illustrate the current level of curricular integration. An examination of those reports from across the four program areas of Art and Design, Architecture, Interior Design and Landscape Architecture indicates that there is some modest level of shared courses. The strongest link appears to be with Interior Design students taking courses in Architecture. Art also appears to play a service role with students in other programs taking introductory Art classes. From the narrative in these reports and in meetings with the Department Chairs and student leaders, it appears that there are opportunities for expanded collaborations within College of Letters, Arts, and Social Sciences and with other areas across the university in which students could study sociology, political science, planning, business, economics, environmental issues, engineering, horticulture, etc. as a way to enrich their learning experience and prepare them for the complexities of their professional occupations.

#### SHOULD THE COLLEGE OF ART AND ARCHITECTURE BE REINSTATED?

Based on the evidence, university leadership does not recommend that the College of Art and Architecture be reinstated. It appears from both quantitative and qualitative evidence that the students continue to be well served in the current structural form. To reiterate, no programs have been closed, only the administrative office was collapsed into a College of Letters, Arts, and Social Sciences. That led to an initial permanent savings of \$106,873/year. As retirements occur over time for some of the people who left the colleges' administrations, more savings may be realized.

To re-establish the administrative offices of the College of Art and Architecture would require a significant investment. The administrative budget for the former college was \$378,824. Even if a leaner administration could be formed, it would require a significant on-going investment at a time when the university is reducing internal accumulated deficits and investing in faculty and staff across the university in areas of strategic importance to the state of Idaho. To restart the College of Art and Architecture would draw funds away from these other areas and make it more difficult to implement a strategic plan for the university.

#### BUILDING A STRONGER FUTURE

The students' education, faculty scholarship, and outreach to the state have not been diminished by the merger of Art and Architecture into the College of Letters, Arts, and Social Sciences. We acknowledge that we do not have the 'control experiment' data in which these parameters are followed over the same time period without the events of 2002. However, the internal planning documents available to us from that era suggest a much direr outcome.

Consequently, President White and Provost and Executive Vice President Baker respectfully request that the Regents of the University of Idaho/SBOE take no action to re-establish the former College of Art and Architecture, to affirm the direction of university leadership as described herein, and to encourage faculty, students, staff, alumni, stakeholders and administrators to work constructively together to move the discussion from one of debating the propriety of 2002 decisions and organizational structure, to one of advancing and strengthening the programs.

However, that does not mean that the programs are optimal for current or future needs. Given the complexity of the academic programs involved, and projecting what skills the students of tomorrow will need, it appears that there should be more innovation and integration with other areas of the university. Such developments will be best accomplished by directly involving faculty on substantive curricular and co-curricular issues. To rekindle this important interdisciplinarity we will examine mechanisms to integrate the content within Art and Design, Architecture, Interior Design, and Landscape Architecture with those in the College of Letters, Arts, and Social Sciences and with other appropriate programs from across the university.

Finally, to make it clear to faculty, staff, students and stakeholders, we recommend that the college be renamed to more prominently note its professional programs, and that we take action to insert the word 'Architecture' into the College's title. As a placeholder we will use College of Architecture, Arts, Letters, and Social Sciences; this working title will be vetted with faculty, staff, students and alumni before it comes to the Board.

*Submitted to the Regents of the University of Idaho/State Board of Education on September 27, 2005.*

*President Timothy P. White  
Provost and Executive Vice President Douglas Baker*

## **Appendix A**

### **Reconstitution Letter**

**Dr. Hoover**

**Dated June 12, 2002**

### **Approval Letter**

**Gary Stivers**

**Dated June 17, 2002**



## University of Idaho

Office of the President

P.O. Box 443151

Moscow, Idaho 83844-3151

Phone: 208-885-6365

FAX: 208-885-6558

June 12, 2002

Mr. Gary Stivers  
Executive Director  
Idaho State Board of Education  
P.O. Box 83720  
Boise, ID 83720-0037

Dear Gary:

Faced with budget reductions in FY03, last March we announced intent to consolidate and restructure several administrative units at the University of Idaho. These organizational changes are designed to:

- Improve quality in the delivery of our educational services:
  - Maximize opportunities for units to achieve scholarly distinction, particularly in areas of emphasis consistent with the Strategic Plan
  - Create more effective ways for students, faculty and staff to think about and meet their roles, relationships and inter-relationships
- Simplify organization:
  - Create more optimally sized units balancing strengths of big and small, strength and flexibility
  - Increase flexibility in responding to significant changes in needs for learning
  - Improve academic and administrative efficiency
  - Improve organizational learning and work processes
  - Optimize administration and infrastructure requirements

After thorough review and further planning, I am recommending the following reorganization effective the beginning of the FY03 year.

**1. Align and fully integrate Academic Affairs and Student Services Units into a single unit – Academic and Student Affairs**

Our current academic and student affairs units overlap significantly with respect to mission, staffing, programs, and services. It is important to develop a single comprehensive and fully integrated strategic enrollment management system – recruitment, development, retention, graduation and career enhancement.

**2. Integrate Continuing Education and University Extension into one unit – Outreach**

The objective is to create an integrated university system to support development and delivery of college-based outreach instruction, research, extension and service

programs. This unit will have overall responsibility for more focused, coordinated and efficient statewide outreach services and program delivery.

**3. Integrate Library and Information Technology Services into a consolidated unit – Library and Information Technology**

This change is intended to create a unified organization/system that fully integrates information resource services and expedites growth of virtual library services. Both the Library and ITS provide direct information services to support instruction, research and outreach. With the continuing rapid growth in the electronic delivery of education and in interactive learning technologies, it is critical that the UI have a seamless information support system.

**4. Reconstitute the natural science departments in the College of Mines and Earth Resources and the College of Letters and Science to become a College of Science**

This will create a strong college of natural science programs to strengthen university-wide leadership in science. This will better position the UI by creating opportunities to:

- Participate in multidisciplinary programs that are of national priority
- Increase research productivity and funding by encouraging team-based multidisciplinary efforts
- Strengthen science graduate programs
- Streamline curriculum and science infrastructure
- Share equipment and facilities

**5. Reconstitute humanities, fine arts, and social science departments in the College of Letters and Science, and the art, architecture and landscape architecture departments in the College of Art and Architecture together to become a College of Letters, Arts and Social Sciences**

This new college structure will emphasize and develop strong integrated humanities, arts, social sciences, and design/planning programs. This will reposition the UI by creating opportunities to:

- Participate in multidisciplinary programs that are of national priority
- Increase scholarly productivity and support by encouraging team-based multidisciplinary efforts
- Strengthen cooperation in graduate programs
- Streamline curriculum, infrastructure and access
- Provide a focused academic home and center of advocacy for liberal arts programs, students and faculty
- Share equipment, facilities and technical expertise

**6. Expand the College of Engineering – move metallurgical and materials science engineering programs from the old College of Mines and Earth Resources to the College of Engineering**

This will create focused coordination of engineering programs within one integrated administrative structure.

As the final step, I am requesting approval from your office of these administrative changes. We believe this reorganization will lead to stronger programs, greater efficiency and better support for our students. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Hoover", written over a circular stamp or seal.

Robert A. Hoover  
President

Enclosure

cc: UI Provost  
UI Registrar's Office  
UI Assessment and Program Review  
UI Deans  
UI Budget Office





IDAHO STATE BOARD OF EDUCATION

650 W. State Street • P.O. Box 83720 • Boise, ID 83720-0037  
208/334-2270 • FAX: 208/334-2632  
e-mail: board@osbe.state.id.us

University of Idaho  
JUL 01 2002  
President's Office

June 17, 2002

Dr. Robert Hoover  
President  
University of Idaho  
Moscow, ID 83844-3151

Dear Dr. Hoover:

The purpose of this letter is to approve the University of Idaho's request to consolidate and restructure several of its administrative units due to budget reductions in FY03, as outlined in your correspondence of June 12, 2002.

These organizational changes are to:

- align and integrate Academic Affairs and Student Services units to Academic and Student Affairs;
- integrate Continuing Education and University Extension to Outreach
- integrate Library and Information Technology Services to Library and Information Technology;
- reconstitute the natural science departments in the College of Mines and Earth Resources and the College of Letters and Science to College of Science;
- reconstitute humanities, fine arts, and social science departments in the College of Letters and Science and the art, architecture and landscape architecture departments in the College of Art and Architecture to become College of Letters, Arts, and Social Sciences; and
- expand the College of Engineering by moving metallurgical and materials science engineering programs from the old College of Mines and Earth Resources to the College of Engineering.

We appreciate your efforts to keep this office informed of the University of Idaho's activities.

Sincerely,

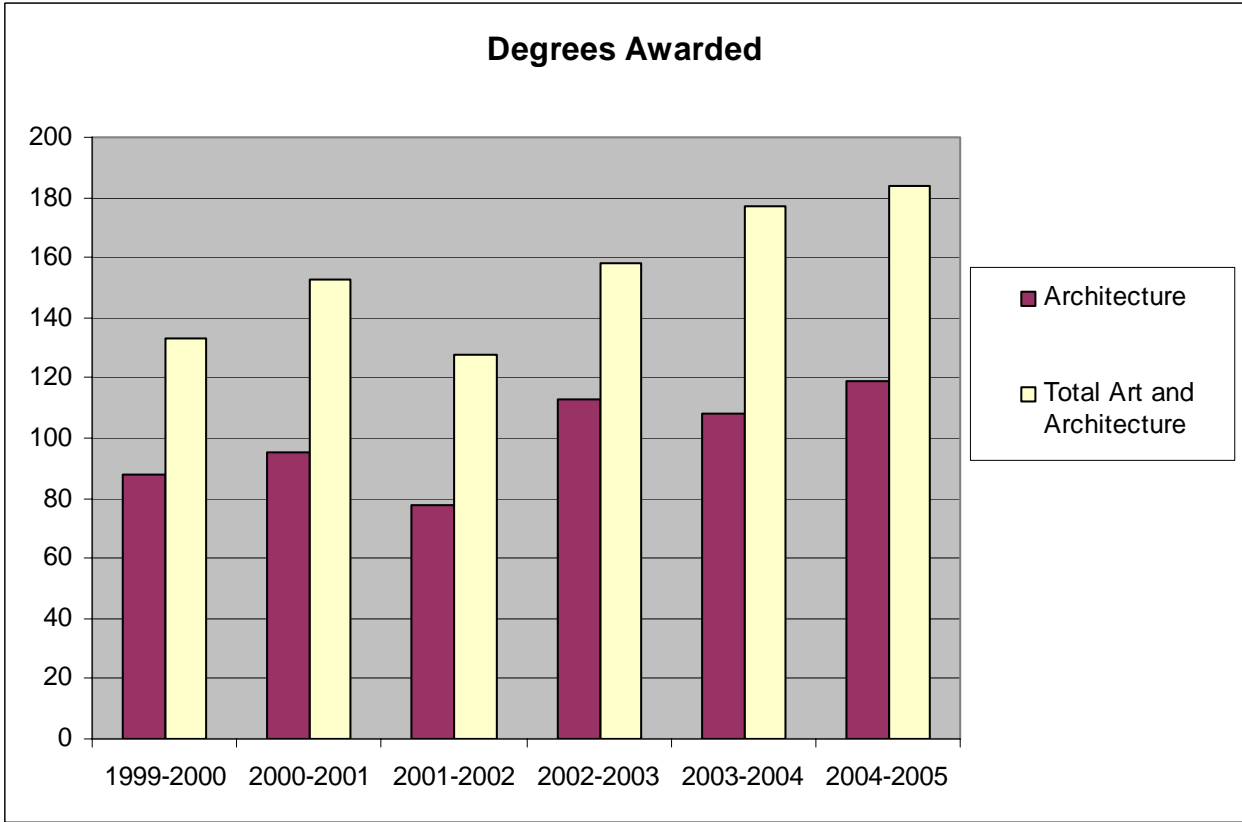
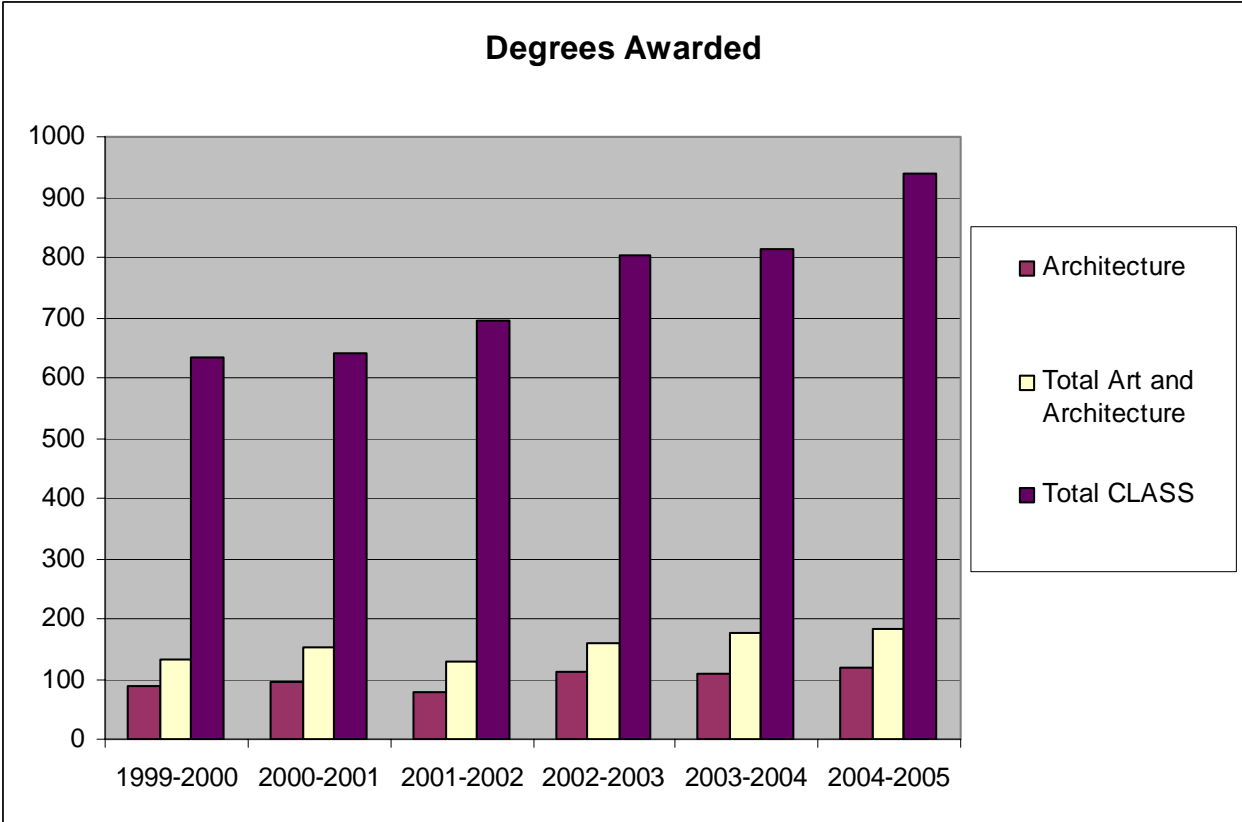
  
Gary W. Stivers  
Executive Director

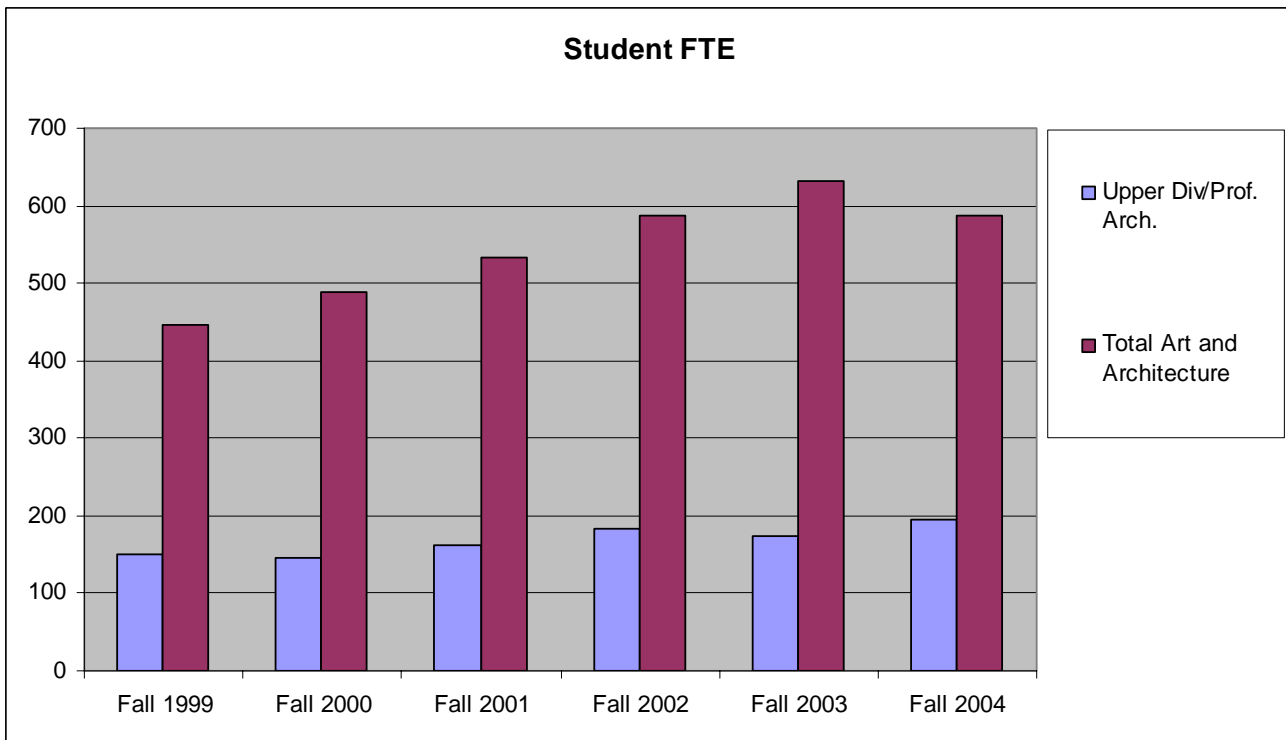
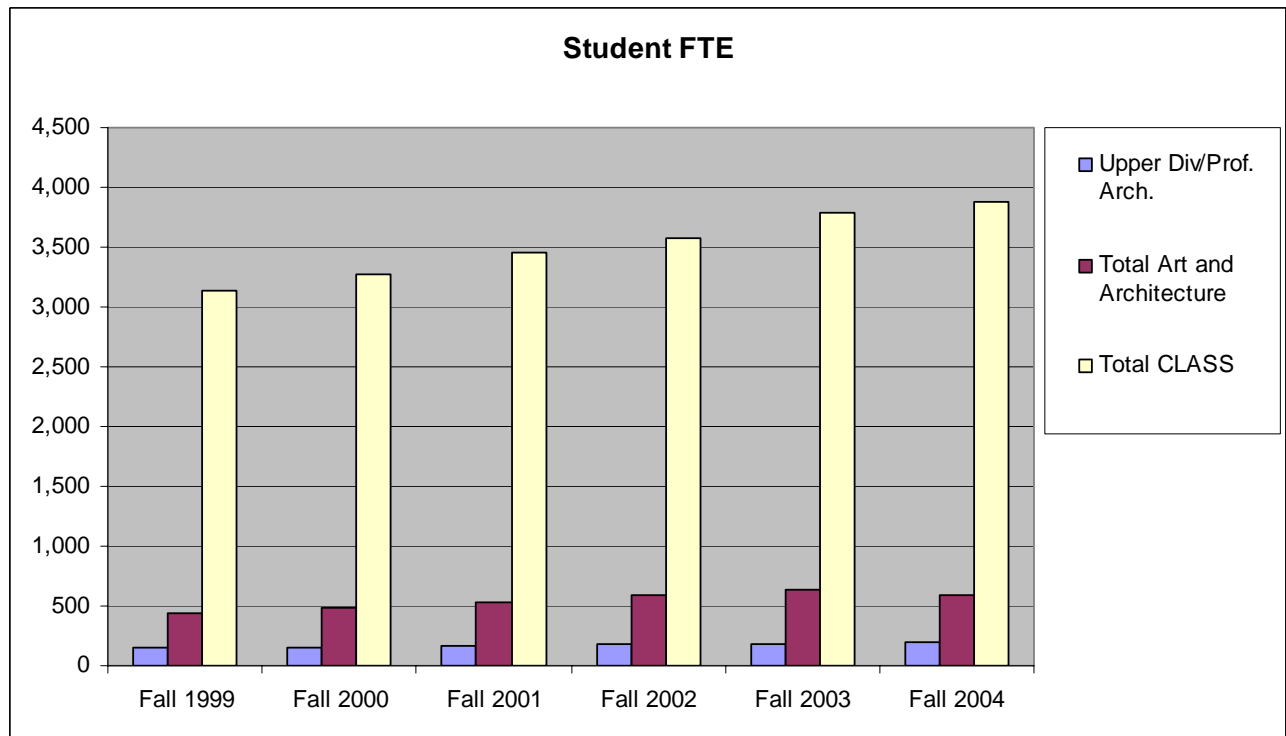
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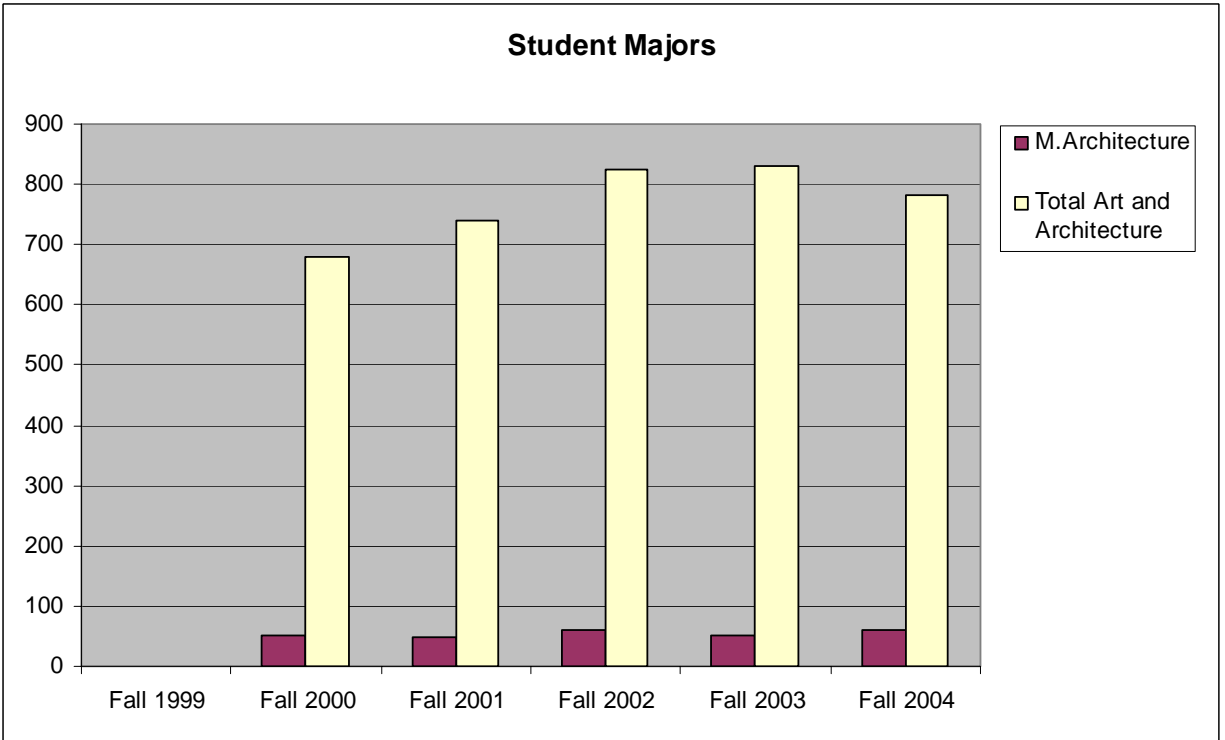
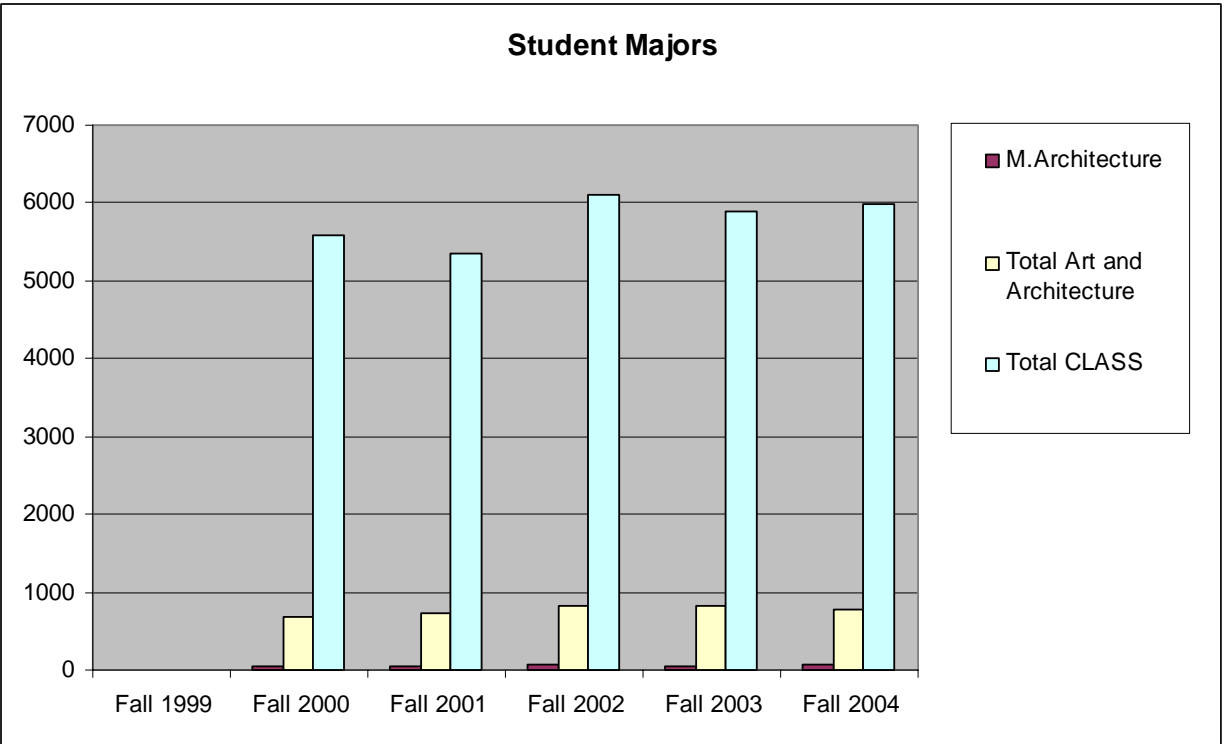
## Appendix B

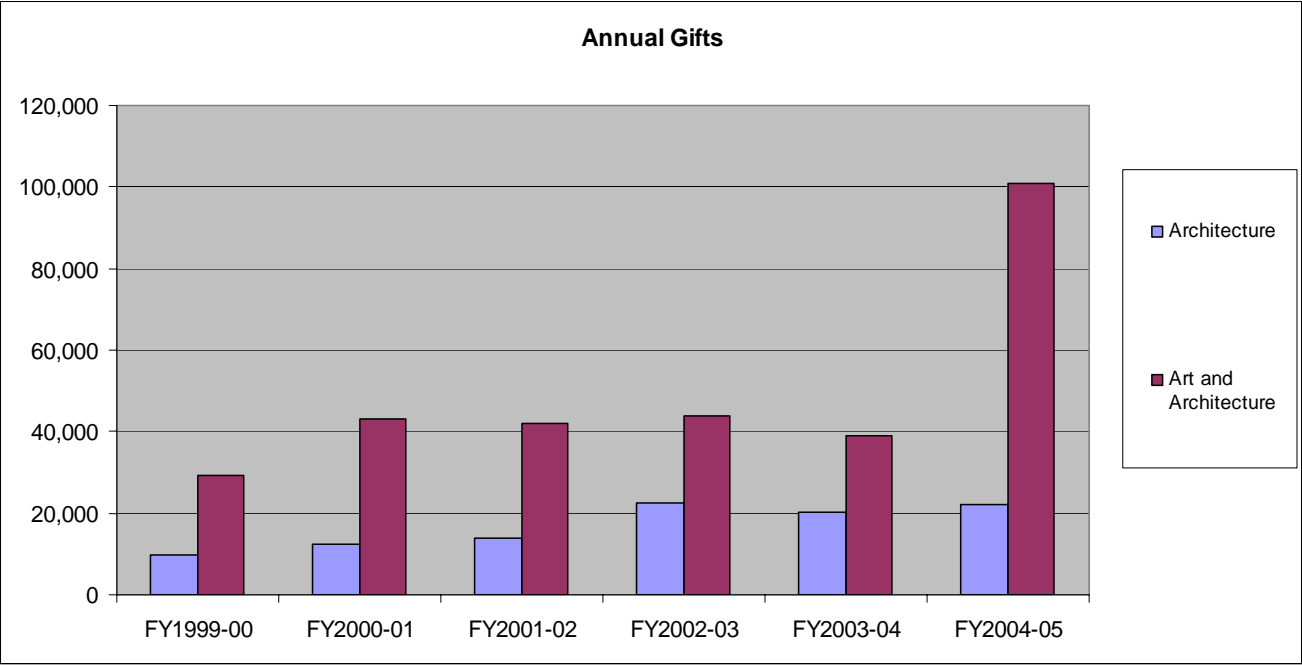
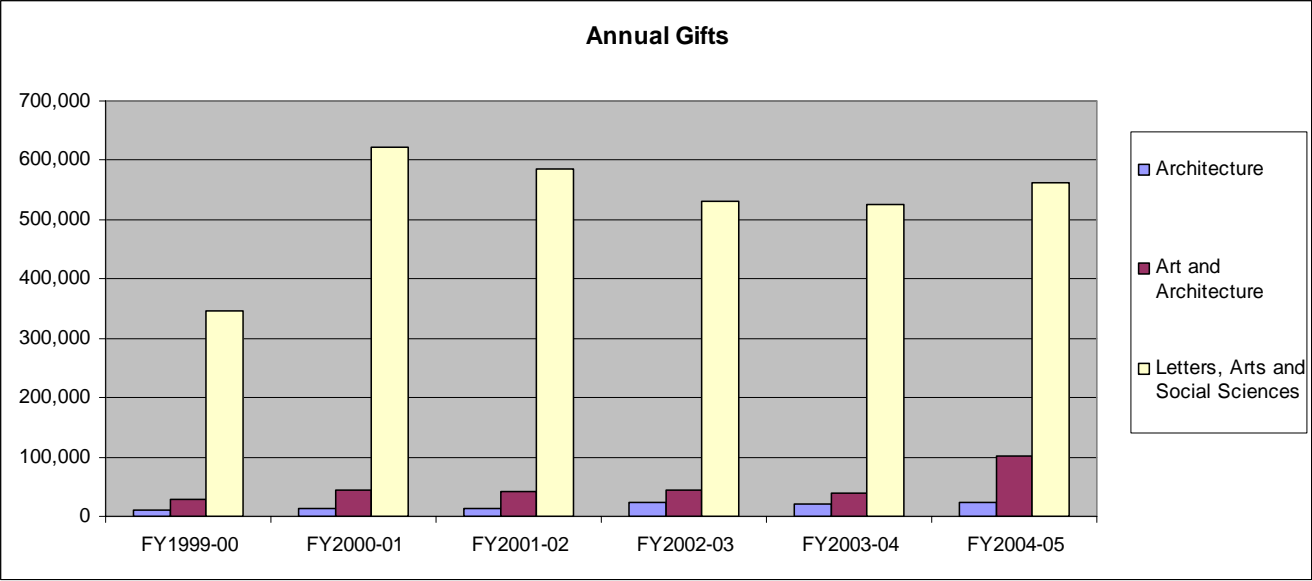
# **Art and Architecture Trends**

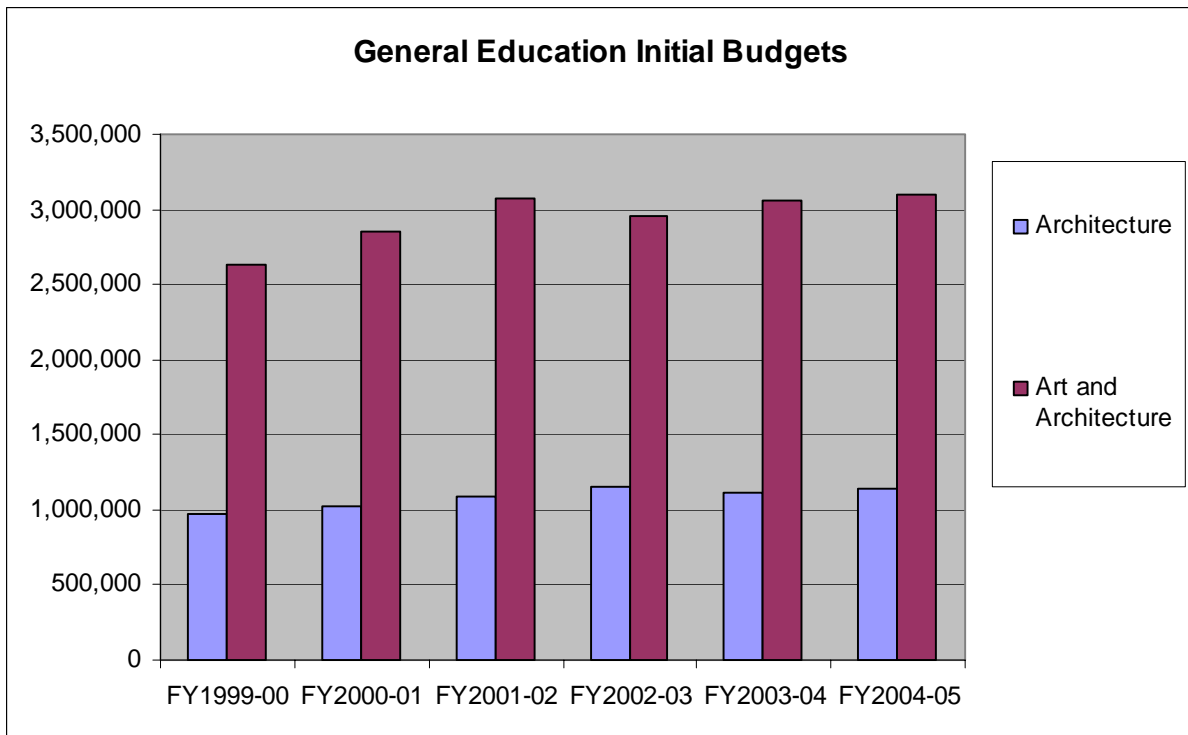
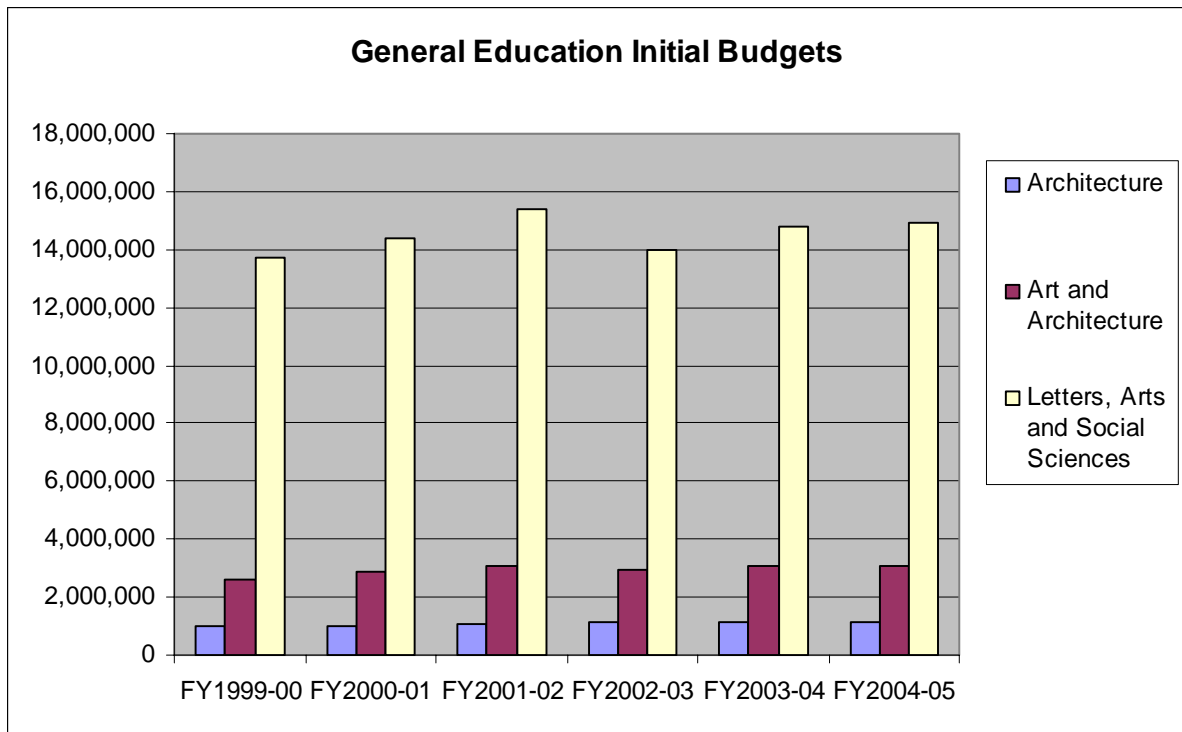
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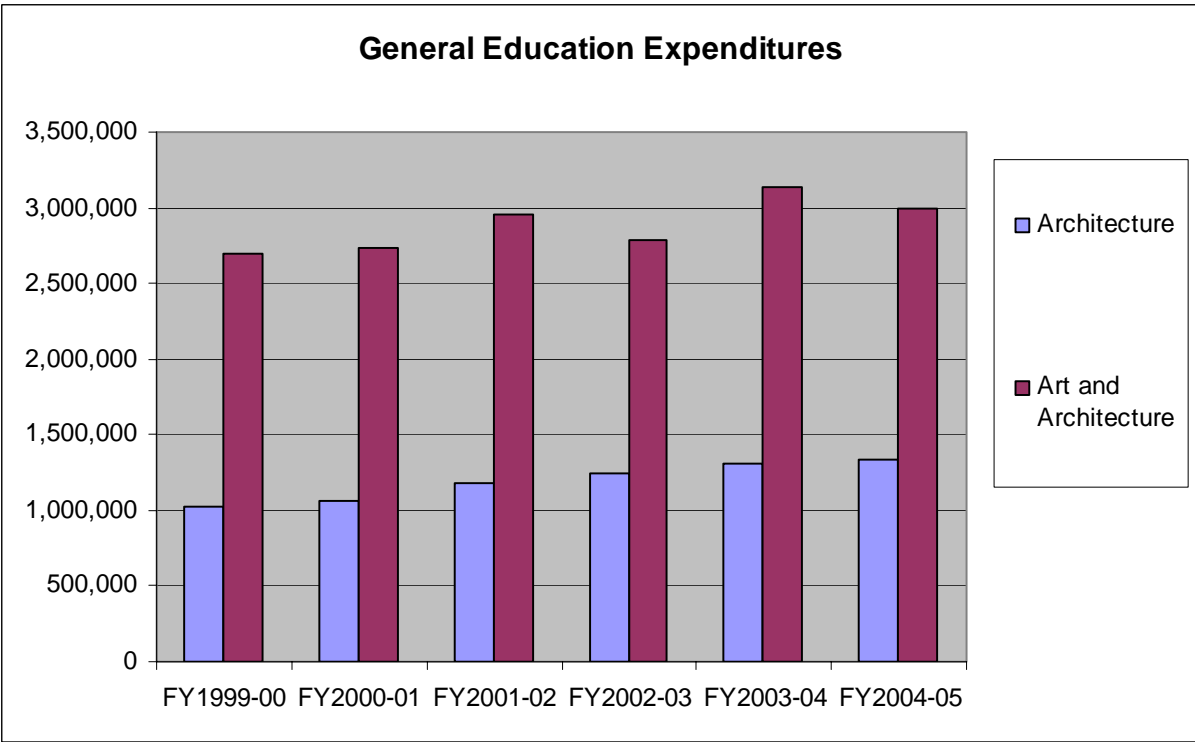
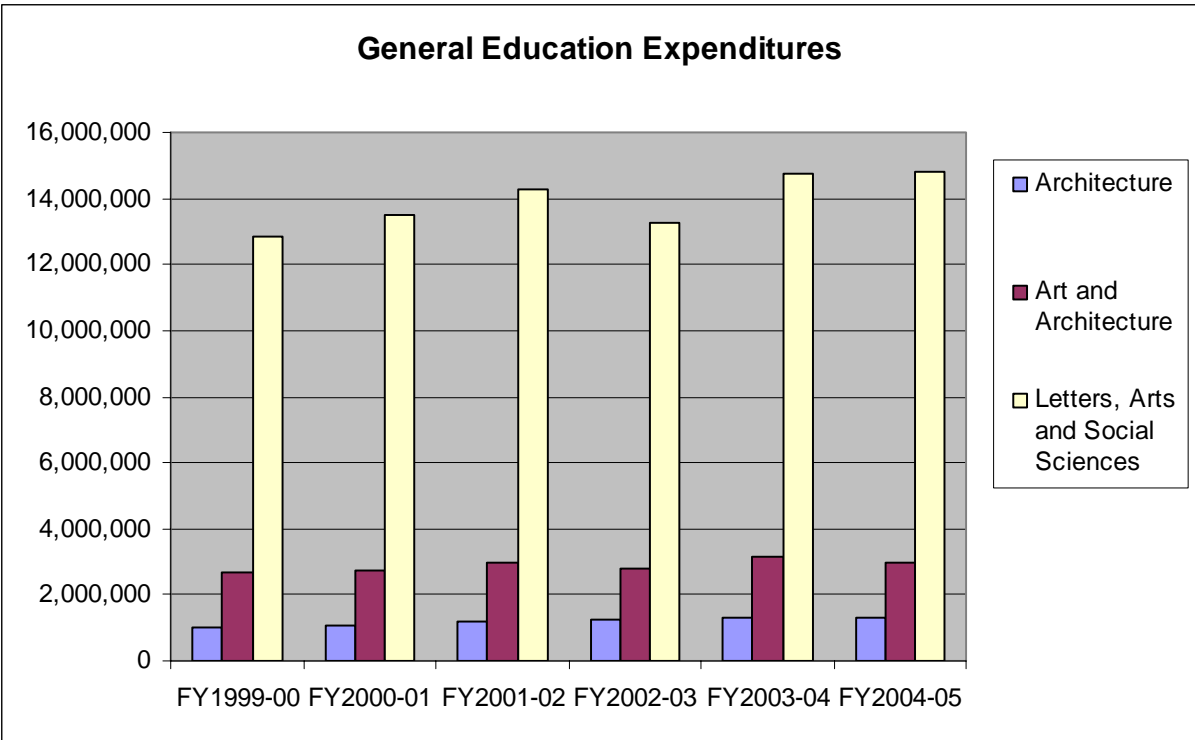






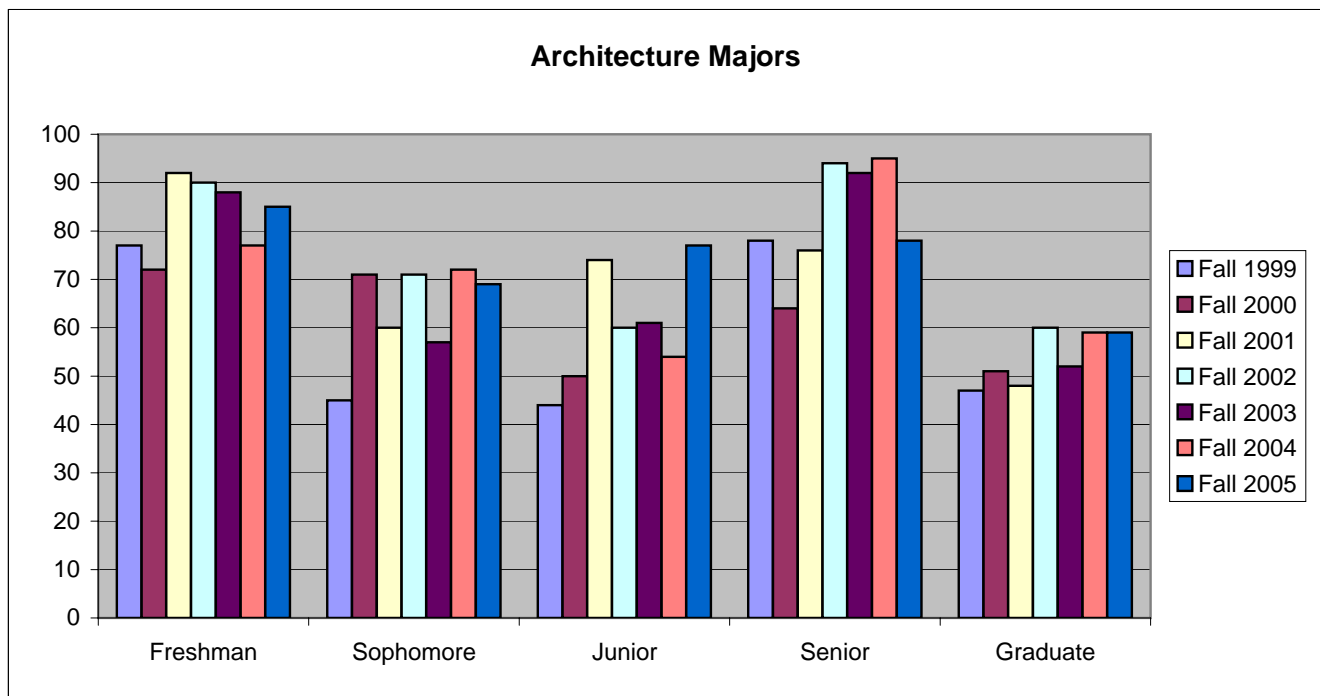
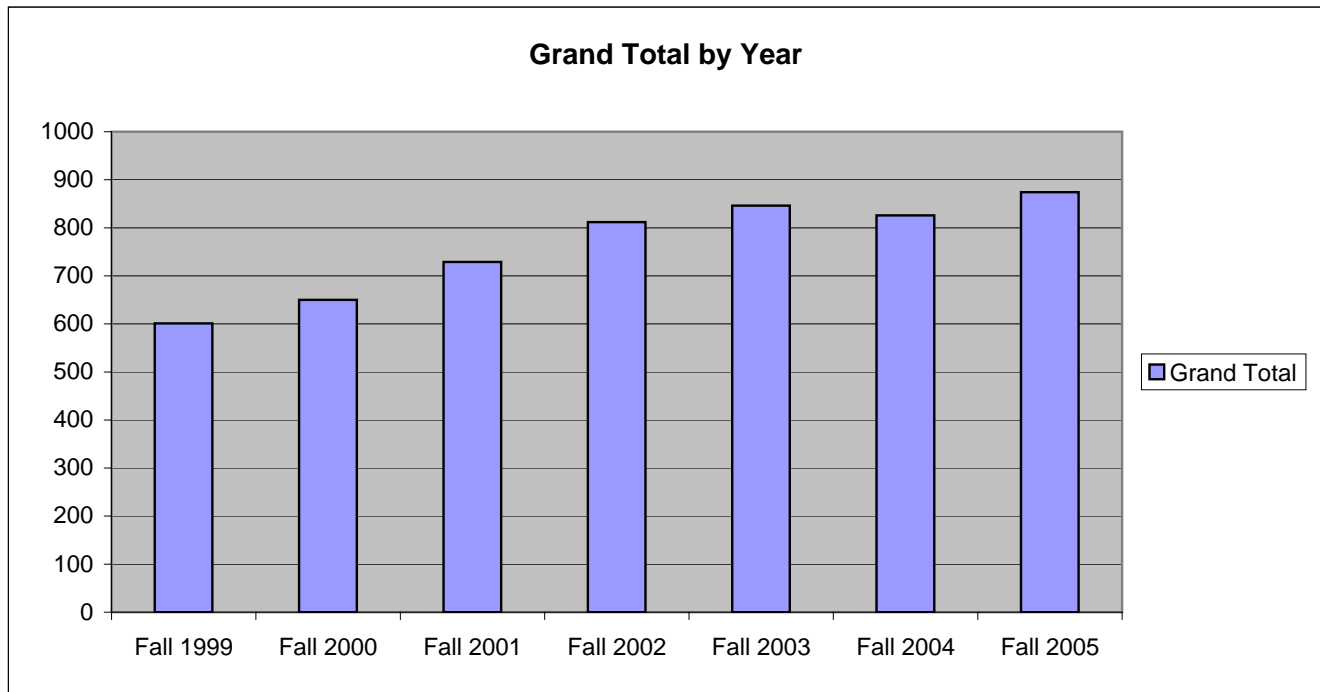




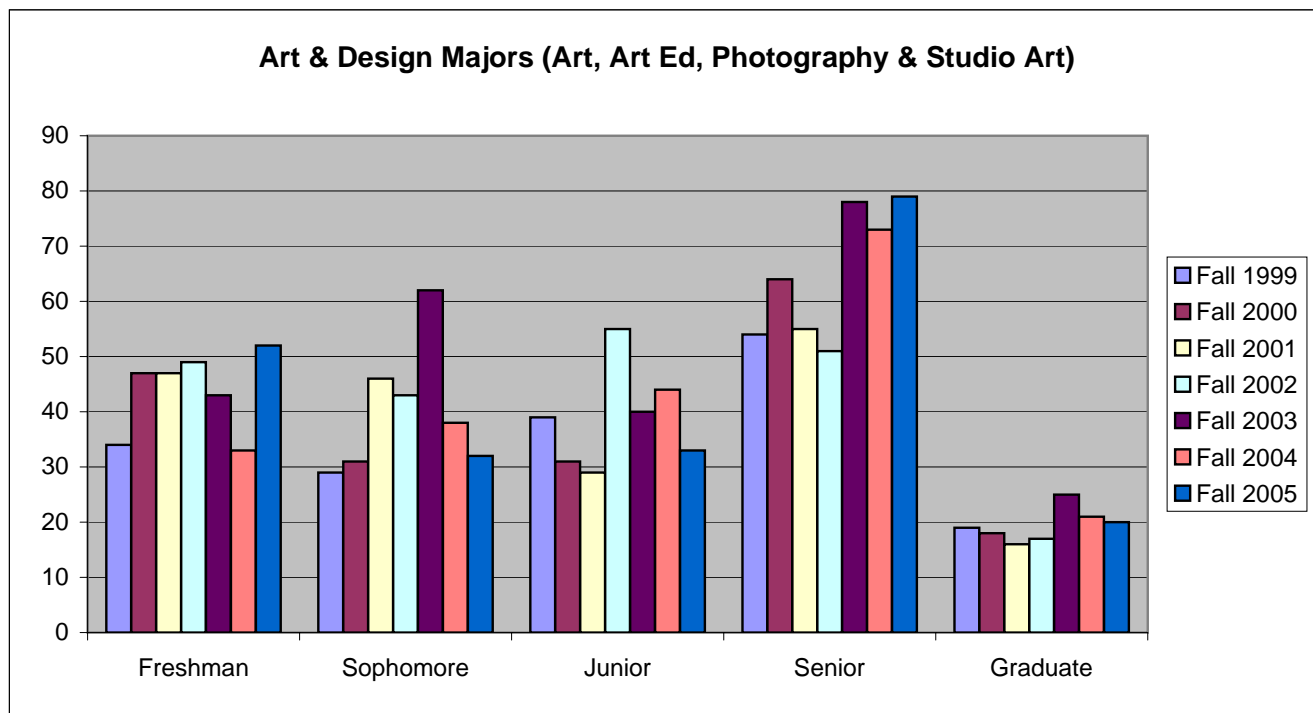
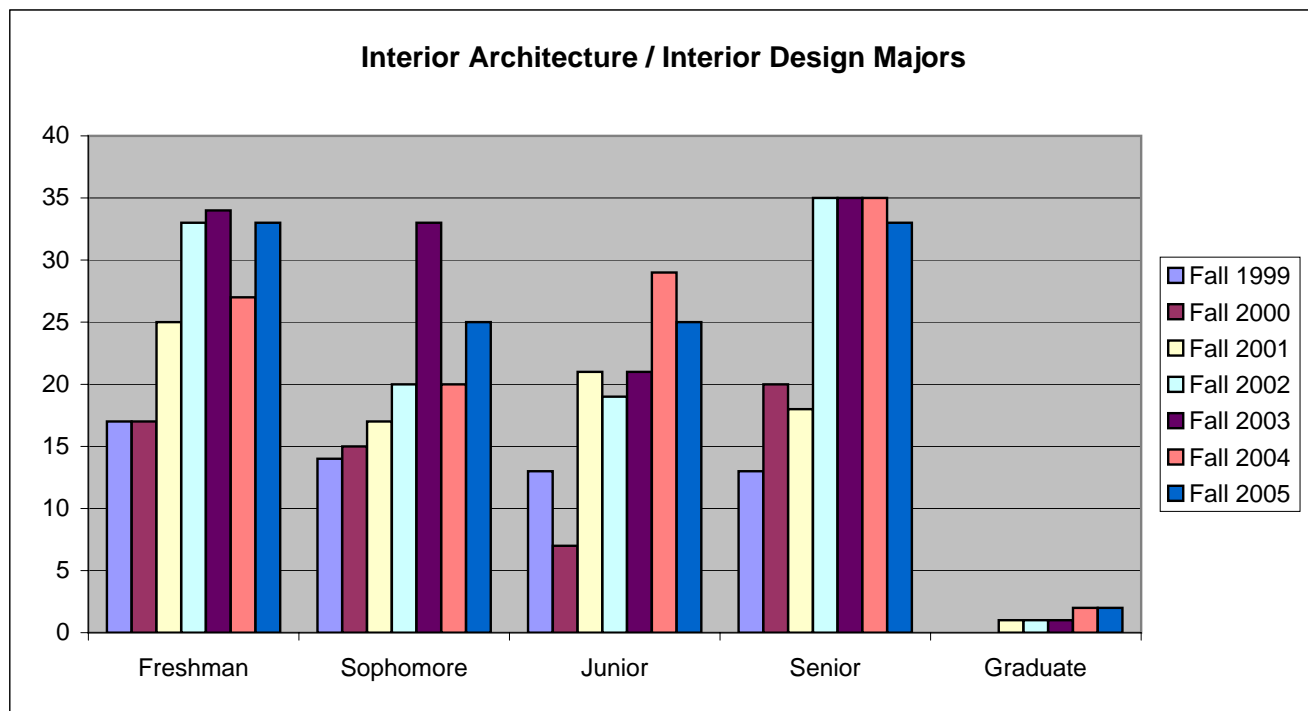


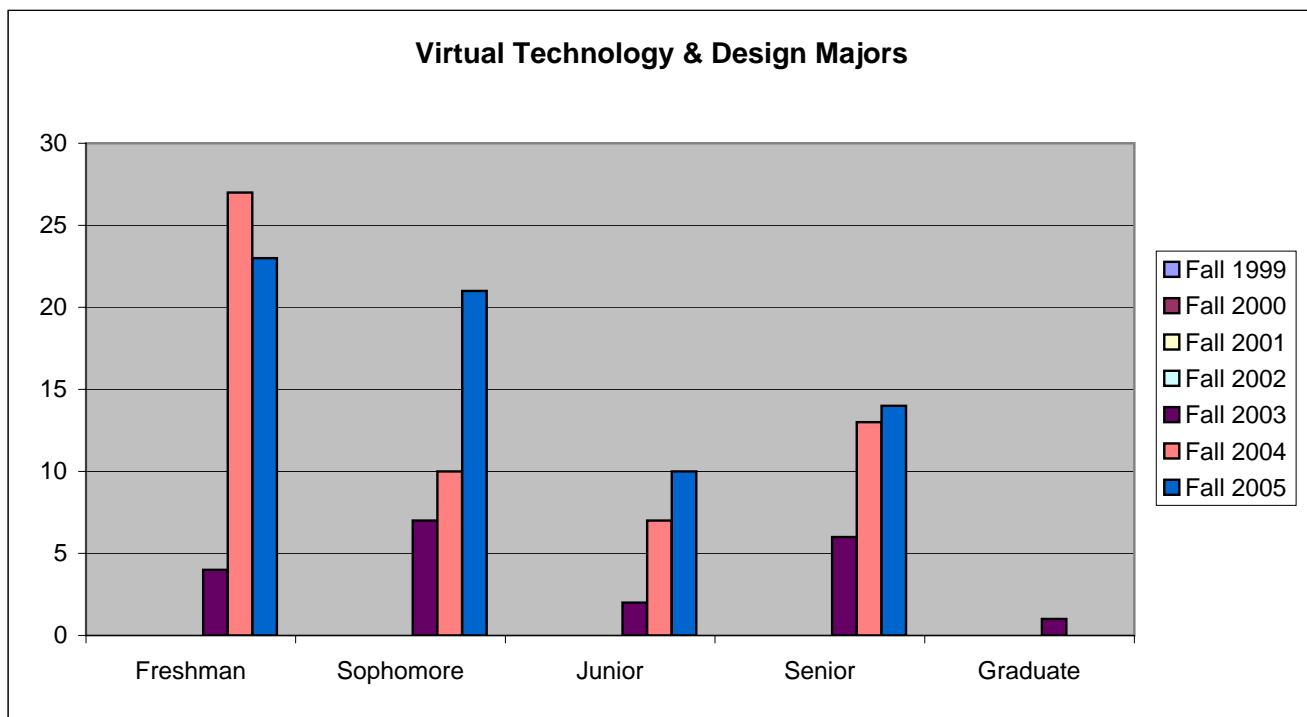
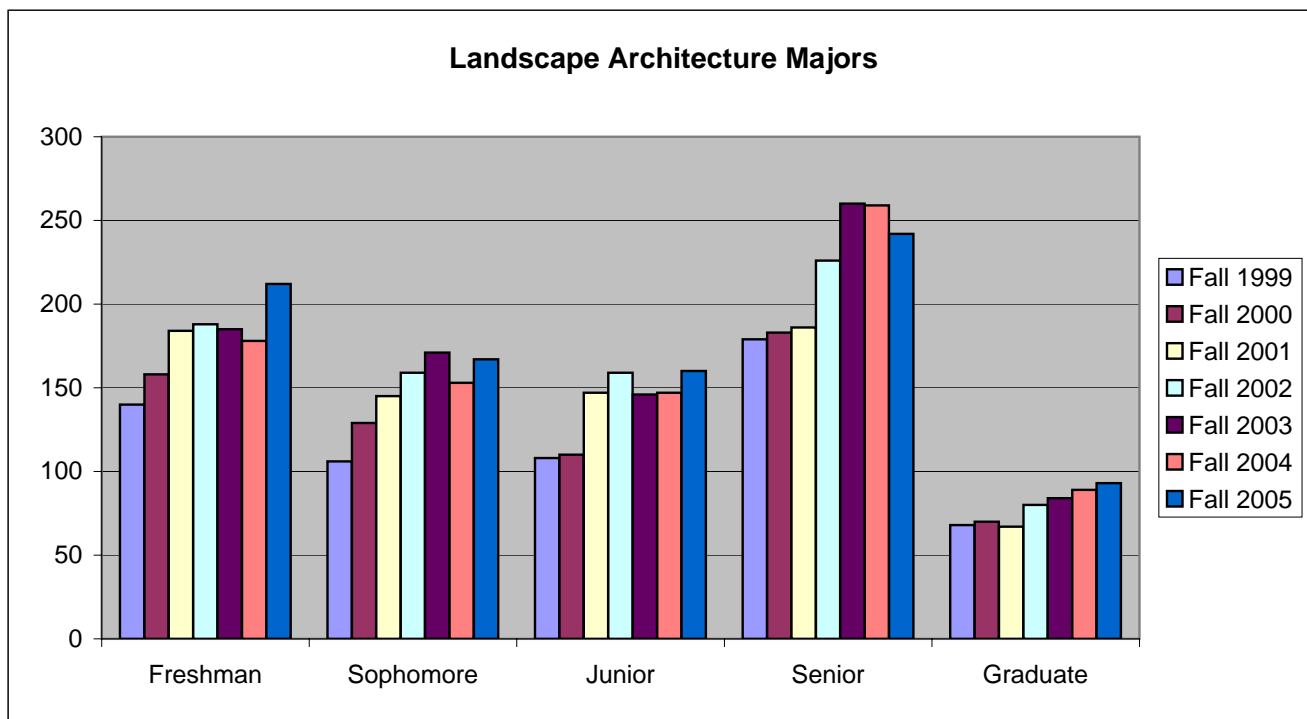


## Art, Architecture and Landscape Architecture Majors by Student Level

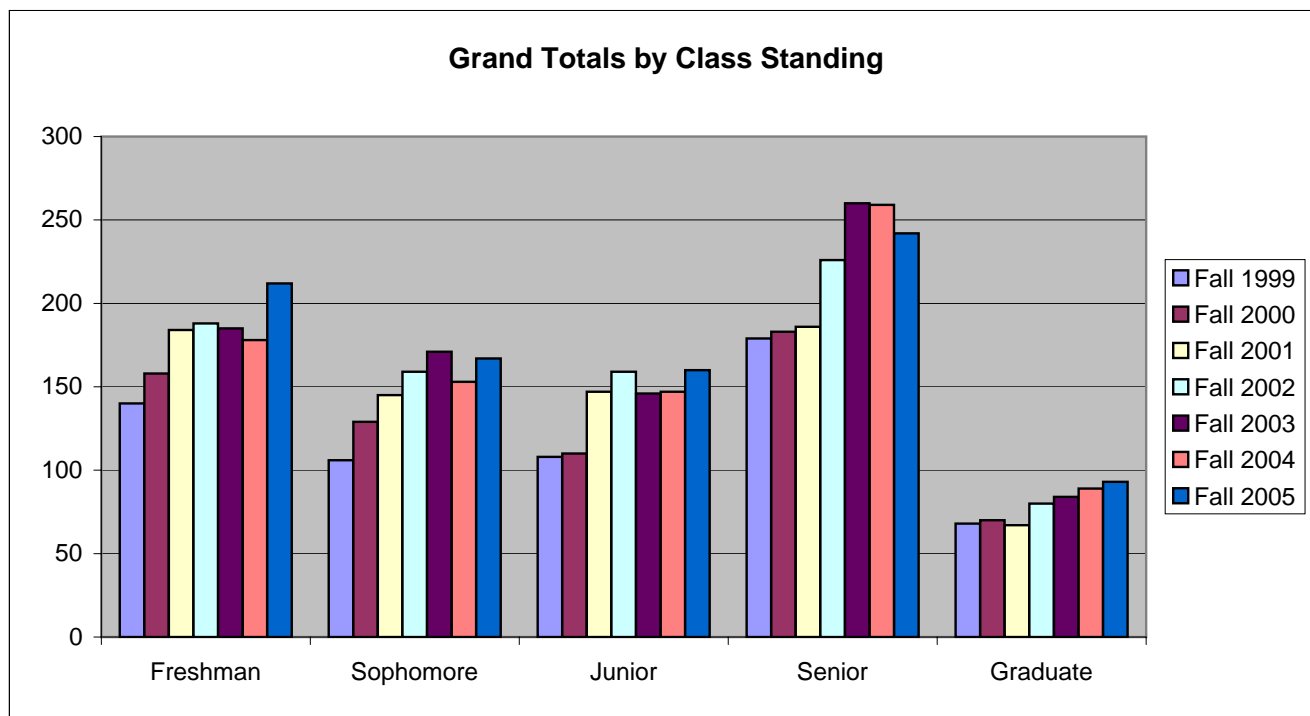


# Art, Architecture and Landscape Architecture Majors by Student Level



Art, Architecture and Landscape Architecture  
Majors by Student Level

# Art, Architecture and Landscape Architecture Majors by Student Level



Department / Major	Class Standing	Fall 1999	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005
Architecture	Freshman	77	72	92	90	88	77	85
	Sophomore	45	71	60	71	57	72	69
	Junior	44	50	74	60	61	54	77
	Senior	78	64	76	94	92	95	78
	Graduate	47	51	48	60	52	59	59
	Total	291	308	350	375	350	357	368
Interior Arch & Design	Freshman	17	17	25	33	34	27	33
	Sophomore	14	15	17	20	33	20	25
	Junior	13	7	21	19	21	29	25
	Senior	13	20	18	35	35	35	33
	Graduate	0	0	1	1	1	2	2
	Total	57	59	82	108	124	113	118
Art & Design (Art, Art Ed, Photography & Studio Art)	Freshman	34	47	47	49	43	33	52
	Sophomore	29	31	46	43	62	38	32
	Junior	39	31	29	55	40	44	33
	Senior	54	64	55	51	78	73	79
	Graduate	19	18	16	17	25	21	20
	Total	175	191	193	215	248	209	216
Landscape Architecture	Freshman	12	22	20	16	16	14	19
	Sophomore	18	12	22	25	12	13	20
	Junior	12	22	23	25	22	13	15
	Senior	34	35	37	46	49	43	38
	Graduate	2	1	2	2	5	7	12
	Total	78	92	104	114	104	90	104
Virtual Technology & Design	Freshman					4	27	23
	Sophomore					7	10	21
	Junior					2	7	10
	Senior					6	13	14
	Graduate					1	0	0
	Total					20	57	68
Totals - These Majors	Freshman	140	158	184	188	185	178	212
	Sophomore	106	129	145	159	171	153	167
	Junior	108	110	147	159	146	147	160
	Senior	179	183	186	226	260	259	242
	Graduate	68	70	67	80	84	89	93
	Grand Total	601	650	729	812	846	826	874

# Art, Architecture and Landscape Architecture Majors by Student Level

	Term Description	Fall 1999	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005
Architecture	Freshman	77	72	92	90	88	77	85
	Sophomore	45	71	60	71	57	72	69
	Junior	44	50	74	60	61	54	77
	Senior	78	64	76	94	92	95	78
	Graduate	47	51	48	60	52	59	59
	Total	291	308	350	375	350	357	368
Interior Architecture	Freshman	17	17	3	1			
	Sophomore	14	15	10	2	1	1	
	Junior	13	7	16	6		1	1
	Senior	13	20	16	19	5	2	1
	Graduate			1	1			
	Total	57	59	46	29	6	4	2
Interior Design	Freshman			22	32	34	27	33
	Sophomore			7	18	32	19	25
	Junior			5	13	21	28	24
	Senior			2	16	30	33	32
	Graduate					1	2	2
	Total	0	0	36	79	118	109	116
Art	Freshman	6	14	8	22	24	21	34
	Sophomore	5	2	8	12	23	16	12
	Junior	5	3	2	8	11	13	9
	Senior	11	12	13	11	16	12	14
	Graduate	18	18	16	17	25	21	20
	Total	45	49	47	70	99	83	89
Art Education	Freshman	4	7	12	9	6	1	3
	Sophomore	2	8	9	9	12	5	3
	Junior	9	5	7	13	5	9	5
	Senior	9	12	12	9	15	13	20
	Total	24	32	40	40	38	28	31
Photography	Freshman	1						
	Sophomore	1	1					
	Junior	2	1					
	Senior	1	2					
	Total	5	4	0	0	0	0	0
Studio Art	Freshman	23	26	27	18	13	11	15
	Sophomore	21	20	29	22	27	17	17
	Junior	23	22	20	34	24	22	19
	Senior	33	38	30	31	47	48	45
	Graduate	1						
	Total	101	106	106	105	111	98	96
Landscape Architecture	Freshman	12	22	20	16	16	14	19
	Sophomore	18	12	22	25	12	13	20
	Junior	12	22	23	25	22	13	15
	Senior	34	35	37	46	49	43	38
	Graduate	2	1	2	2	5	7	12
	Total	78	92	104	114	104	90	104
Virtual Technology & Design	Freshman					4	27	23
	Sophomore					7	10	21
	Junior					2	7	10
	Senior					6	13	14
	Graduate					1		
	Total					20	57	68
Count Distinct	Count Distinct	601	650	729	812	846	826	874

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**OCTOBER 16-17, 2005**

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The attachments provided by the College of Art and Architecture Foundation are not accessible electronically. If you require a copy, please contact Patty Sanchez at [Patty.Sanchez@osbe.idaho.gov](mailto:Patty.Sanchez@osbe.idaho.gov).

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**OCTOBER 16-17, 2005**

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**SUBJECT**

The Office of Performance and Evaluations (OPE) Findings review of the technology initiatives for K-12.

**APPLICABLE STATUTE, RULE, OR POLICY**

33-4801, SHORT TITLE. This chapter shall be known and may be cited as the "Idaho Educational Technology Initiative of 1994".

**BACKGROUND**

OPE reviewed the Public Education Technology Initiatives (Idaho Educational Technology Initiative of 1994), and reported its findings to the Joint Legislative Oversight Committee (JLOC) and the State Board of Education in January 2005. Over the past decade, about \$442 million of public and private funds have been used by school districts to improve and integrate technology into Idaho's public schools. OPE, following a several month review of materials, interviews, and research, issued nine recommendations to ensure compliance with statutory requirements, to improve statewide planning and data management, to reduce district reporting requirements, to direct management focus towards results, and to clarify requirements of the federal No Child Left Behind Act.

**DISCUSSION**

Of the nine recommendations in the report, three relate directly to the Board. Following this cover page are two pages with OPE's recommendations and comments. **Recommendation One:** Meet the statutory requirements of the Technology Initiative. Idaho Code does not specify the nature or extent of the review, only that it occur annually. The review could be used to ensure that critical elements of the plan are being carried out or appropriately modified to keep pace with changing technologies and new initiatives. **Recommendation Two:** Ensure that the statewide technology plan includes key elements (See attached list, a-e). **Recommendation Nine:** Records indicate that the Board has not formally approved the eighth-grade standards. The department presented this issue to the Board for discussion and action at the March 2005 meeting. Due to audio-recording difficulties, the action was not recorded. Action should be recorded.

**IMPACT**

According to the OPE report, no additional resources are needed to implement these recommendations.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends that the Board meet statutory requirements by annually reviewing the statewide technology plan (Recommendation One). Staff recommends that the Board ensures that the statewide technology plan includes key elements identified by OPE (Recommendation Two, see attached list, a-e). Staff recommends that the Board formally approve the eighth-grade technology standards (Recommendation Three).

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**OCTOBER 16-17, 2005**

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**BOARD ACTION**

A motion to approve the eighth-grade technology standards as presented by Dawn Wilson, State Department of Education, at the March 2005 Board meeting.

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



**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**OCTOBER 16-17, 2005**

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**“Public Education Technology Initiatives: Evaluation Report January 2005”**  
*compiled by the Office of Performance Evaluations, Idaho State Legislature, Report 05-01*

Recommendations (page xii)

1. To comply with the statutory requirements of the Idaho Education Technology Initiative of 1994:
  - a. The State Board of Education should annually review and approve the statewide technology plan developed by the Idaho Council for Technology in Learning. [Idaho Code § 33-4805(2)(a)]
  - b. The Idaho Council for Technology in Learning should identify and recommend to the State Board of Education technology programs, practices, and products (see Chapter 5). [Idaho Code § 33-4805(2)(f)]

The State Board of Education and the Idaho Council for Technology in Learning have either not addressed these statutory requirements or no longer require districts to follow them. If implemented, these requirements would improve state and district planning for technology, identify practices that optimize public and private dollars, and apply standards that could make district technology systems more manageable.

Timeline to implement recommendation: December 2005

2. The State Board of Education should ensure the statewide education technology plan has the following elements:
  - a. Assessment of current goals and realignment (if necessary) with statute
  - b. Timelines for achieving goals and objectives
  - c. Standards or benchmarks for performance measures
  - d. Standards and planning guidance for adequate district staffing for technical support
  - e. Guidance on finance, budgeting, and cost-effective technology acquisition

[Footnote on page 28: Fiscal year 2003 and 2004 appropriation bills specifically *allowed* the following expenditures, “upon the direction” of the council: “software purchases, technology equipment repairs and maintenance, and equipment necessary to administer state-required assessments.” 2002 Idaho Sess. Law 238, 2003 Idaho Sess. Law 372]

The addition of these elements would provide the state and districts a better understanding of where the plan should take their technology systems in the future, when goals should be achieved, and criteria for achieving targets, and incorporate a new focus on staffing and financing education technology. Without these elements in the plan, it would be difficult to determine progress on goals.

Timeline to implement recommendation: December 2005

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**OCTOBER 16-17, 2005**

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9. The State Board of Education should formally revisit Idaho's eighth-grade technology standards, their purpose, and implementation relative to the requirements of the statewide technology plan and the No Child Left Behind Act of 2001.

Although both board and department staff report the new eighth-grade technology standards were approved, we found no formal evidence of board approval. Based on our review of federal law and communication with federal officials, the apparent choice of developing eighth-grade technology standards as a strategy to integrate technology into instruction was an Idaho decision, not a federal requirement. Additionally, there is no federal requirement for students to demonstrate proficiency on these standards.

Timeline to implement recommendation: December 2005

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**OCTOBER 16-17, 2005**

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**REFERENCE:        APPLICABLE STATUTE, RULE, OR POLICY**

TITLE 33  
EDUCATION  
CHAPTER 48

IDAHO EDUCATIONAL TECHNOLOGY INITIATIVE

33-4805. RESPONSIBILITIES OF THE COUNCIL -- COUNCIL STAFF. (1) Staff support for the council shall be drawn from the educational segments as recommended by the council and approved by the state board of education. The legislative intent is to provide broad representation of the various educational segments with the council staff.

(2) The council shall have the following responsibilities:

(a) Develop and maintain a statewide education technology plan to provide seamless education in Idaho. Such plan shall be subject to annual review and approval by the state board of education.

(b) Make recommendations to the state board of education on educational technology and telecommunications plans, policies, programs and activities for all educational segments.

(c) Subject to the approval of the state board of education, administer and develop standards and criteria for the public school technology grants program provided for in section 33-4806, Idaho Code.

(d) Ensure that the policies set by the information technology resource management council are followed in accordance with sections 67-5745B and 67-5745C, Idaho Code, in implementing educational technology programs pursuant to this chapter.

(e) Collaborate with all educational segments, as well as with professional education associations and businesses, in recommending priorities for funding and in identifying needs for technology use in education.

(f) Recommend to the state board of education, standards and procedures for the administration of this act, including, but not limited to, standards for technology-based resources, projects, programs, practices or products to be adopted or adapted, and standards and criteria by which to evaluate the technology-based programs. In addition, the council shall recommend exemplary programs, practices, or products based on the criteria established in this subsection.

(g) Recommend priorities for uses of educational technology.

(h) Work with representatives of the governing bodies of the educational segments to develop recommendations or strategies for the coordination, administration, and evaluation of educational technology programs and resources.

(i) Work with representatives of the governing bodies of the educational segments to identify strategies to coordinate statewide voice, video, and data telecommunications systems that may be accessed by the educational segments.

(j) To review, evaluate and build upon the educational technology projects in public schools funded through other state initiatives.

(k) To form such subcommittees or task forces as it deems necessary to review matters pertaining to a particular educational segment or to any other issues before the council.

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# 8<sup>th</sup> Grade Idaho Student Information Technology Standards (ISITS)

## Kindergarten – 7<sup>th</sup> Grade Idaho Information Technology Benchmarks



Department of Education asked a statewide team to develop a draft copy of student information technology standards for eighth-grade students. The team consisted of the following:

Jean Bengfort, Coeur d'Alene School District  
Johana Doyle, Moscow School District  
Greg Eck, Lakeland School District  
Bonnie Farmin, Kellogg School District  
Jim Marconi, Boise School District  
Pam Reidlen, Kamiah School District  
Sue Smith, Soda Springs School District  
Karen Vauk, Micron Technology

The eighth grade was chosen because it is considered to be the culmination of the elementary/middle grades and sets the standard for a student entering his or her high school career. Therefore, the following standards are what we expect an eighth grader to know and be able to do in the area of technology.

# 8<sup>th</sup> Grade Idaho Student Information Technology Standards (ISITS)

## Kindergarten – 7<sup>th</sup> Grade Idaho Information Technology Benchmarks

### Technology Foundation Standards for all students

The Technology foundation standards for students are divided into six broad categories that were developed through the National Educational Technology Standards (NETS) project coordinated by the International Society for Technology in Education (ISTE). Standards within each category are to be introduced, reinforced, and mastered by students. These categories provide a framework for linking sample applications. These standards and benchmarks are used as guidelines for planning technology-based activities in which students achieve success in learning, communication, and life skills.

#### **1. Basic Operations and Concepts**

- a. Students demonstrate a sound understanding of the nature and operation of technology systems.
- b. Students are proficient in the use of technology.

#### **2. Social, Ethical, and Human Issues**

- a. Students understand the ethical, cultural, and societal issues related to technology.
- b. Students practice responsible use of technology systems, information, and software.
- c. Students develop positive attitudes toward technology uses that support lifelong learning, collaboration, personal pursuits, and productivity.

#### **3. Technology Productivity Tools**

- a. Students use technology tools to enhance learning , increase productivity, and promote creativity.
- b. Students use productivity tools to collaborate in constructing technology-enhanced models, preparing publications, and producing other creative works.

#### **4. Technology Communications Tools**

- a. Students use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.
- b. Students use a variety of media and formats to communicate information and ideas effectively to multiple audiences.

#### **5. Technology research Tools**

- a. Students use technology to locate, evaluate, and collect information from a variety of sources.
- b. Students use technology tools to process data and report results.
- c. Students evaluate and select new information resources and technological innovations based on the appropriateness to specific tasks.

#### **6. Technology Problem-Solving and Decision-Making Tools**

- a. Students use technology resources for solving problems and making informed decisions.
- b. Students employ technology in the development of strategies for solving problems in the real world.

# 8<sup>th</sup> Grade Idaho Student Information Technology Standards (ISITS) Kindergarten – 7<sup>th</sup> Grade Idaho Information Technology Benchmarks

## Idaho Student Information Technology Standards Rationale

Students will live, learn and work in an increasingly complex, technology-driven society. These technology standards are designed to identify foundational skills and processes that students need in order to be productive and successful.

It is essential that computer and technology education be integrated in all grade level content standards. All educators share responsibility for student success.

The eighth grade was chosen because it is considered to be the culmination of the elementary/middle grades and sets the standard for a student entering his or her high school career. Therefore, the following standards are what we expect an eighth grader to know and be able to do in the area of technology.

## 8<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 1: Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate a sound understanding of the basic nature and operation of technology systems.</b>	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. Make informed choices among technology systems, resources and services.
<b>2. Demonstrate proficiency in the use of technology.</b>	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

### STANDARD 2: Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.</b>	a. Demonstrate knowledge of current changes in technologies and the effect those changes have on the workplace and society.
	b. Demonstrate knowledge of legal and ethical issues when using technology, information sources, and consequences of misuse.
<b>2. Practice responsible use of technology systems, information, and software.</b>	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.



## 8<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 3: Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology tools to enhance learning, increase productivity, and promote creativity.</b>	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support system analysis and modeling.

### STANDARD 4: Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.</b>	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

## 8<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 5: Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology to locate, evaluate, and collect information from a variety of sources.</b>	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources.
<b>2. Use technology tools to process data and report results.</b>	a. Select appropriate technology tools for data analysis and reporting.

### STANDARD 6: Technology Problem-Solving and Decision Making Tools

*Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.*

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology resources for solving problems and making informed decisions.</b>	a. Determine when technology is useful, select and use the appropriate tools, and technology resources to solve the problem, and report findings.

## 7<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 1: Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate a sound understanding of the basic nature and operation of technology systems.</b>	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. Identify choices among technology systems, resources and services.
<b>2. Demonstrate proficiency in the use of technology.</b>	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

### STANDARD 2: Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.</b>	a. Demonstrate knowledge of current changes in technologies and the effect those changes have on the workplace and society.
	b. Demonstrate knowledge of legal and ethical issues when using technology, information sources, and consequences of misuse.
<b>2. Practice responsible use of technology systems, information, and software.</b>	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

## 7<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 3: Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology tools to enhance learning, increase productivity, and promote creativity.</b>	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support system analysis and modeling.

### STANDARD 4: Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.</b>	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

## 7<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 5: Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology to locate, evaluate, and collect information from a variety of sources.</b>	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
<b>2. Use technology tools to process data and report results.</b>	a. Select appropriate technology tools for data analysis and reporting.

### STANDARD 6: Technology Problem-Solving and Decision Making Tools

*Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.*

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology resources for solving problems and making informed decisions.</b>	a. Determine when technology is useful, select and use the appropriate tools, and technology resources to solve the problem, and report findings.

## 6<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 1: Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate a sound understanding of the basic nature and operation of technology systems.</b>	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. Explore choices among technology systems, resources and services.
<b>2. Demonstrate proficiency in the use of technology.</b>	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

### STANDARD 2: Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.</b>	a. Demonstrate knowledge of current changes in technologies and the effect those changes have on the workplace and society.
	b. Demonstrate knowledge of legal and ethical issues when using technology, information sources, and consequences of misuse.
<b>2. Practice responsible use of technology systems, information, and software.</b>	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

## 6<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 3: Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology tools to enhance learning, increase productivity, and promote creativity.</b>	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support system analysis and modeling.

### STANDARD 4: Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.</b>	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

## 6<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 5: Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology to locate, evaluate, and collect information from a variety of sources.</b>	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
<b>2. Use technology tools to process data and report results.</b>	a. Select appropriate technology tools for data analysis and reporting.

### STANDARD 6: Technology Problem-Solving and Decision Making Tools

*Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.*

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology resources for solving problems and making informed decisions.</b>	a. Determine when technology is useful, select and use the appropriate tools, and technology resources to solve the problem, and report findings.



## 5<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 1: Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate a sound understanding of the basic nature and operation of technology systems.</b>	a. Use developmentally appropriate and accurate technology terminology.
	b. Identify the appropriate technology device to complete a task.
	c. N/A
<b>2. Demonstrate proficiency in the use of technology.</b>	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

### STANDARD 2: Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.</b>	a. Discuss common uses of technology in daily life and related advantages and disadvantages.
	b. Discuss basic issues related to responsible use of technology and information and describe personal consequences of inappropriate use.
<b>2. Practice responsible use of technology systems, information, and software.</b>	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

## 5<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 3: Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology tools to enhance learning, increase productivity, and promote creativity.</b>	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support system analysis and modeling.

### STANDARD 4: Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.</b>	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

## 5<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 5:

#### Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology to locate, evaluate, and collect information from a variety of sources.</b>	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
<b>2. Use technology tools to process data and report results.</b>	a. N/A

### STANDARD 6:

#### Technology Problem-Solving and Decision Making Tools

*Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.*

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology resources for solving problems and making informed decisions.</b>	a. N/A

## 4<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 1: Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate a sound understanding of the basic nature and operation of technology systems.</b>	a. Use developmentally appropriate and accurate technology terminology.
	b. Explore the appropriate technology device to complete a task.
	c. N/A
<b>2. Demonstrate proficiency in the use of technology.</b>	a. Demonstrate increasingly sophisticated operation of technology components.
	b. Acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

### STANDARD 2: Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.</b>	a. Discuss common uses of technology in daily life and related advantages and disadvantages.
	b. Discuss basic issues related to responsible use of technology and information and describe personal consequences of inappropriate use.
<b>2. Practice responsible use of technology systems, information, and software.</b>	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Exhibit legal and ethical behaviors when using technology and information.

## 4<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 3: Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology tools to enhance learning, increase productivity, and promote creativity.</b>	a. Use formatting capabilities of technology for communicating and illustrating.
	b. Use a variety of technology tools for data collection and analysis.
	c. Publish and present information using technology tools.
	d. Use technology tools to support system analysis and modeling.

### STANDARD 4: Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.</b>	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. Collaboratively use telecommunications and online resources.

## 4<sup>th</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 5: Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology to locate, evaluate, and collect information from a variety of sources.</b>	a. Locate information from electronic resources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
<b>2. Use technology tools to process data and report results.</b>	a. N/A

### STANDARD 6: Technology Problem-Solving and Decision Making Tools

*Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.*

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology resources for solving problems and making informed decisions.</b>	a. N/A

### 3<sup>rd</sup> Grade Idaho Student Information Technology Benchmarks

#### STANDARD 1: Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate a sound understanding of the basic nature and operation of technology systems.</b>	a. Use developmentally appropriate and accurate technology terminology.
	b. Explore the appropriate technology device to complete a task.
	c. N/A
<b>2. Demonstrate proficiency in the use of technology.</b>	a. Demonstrate functional operation of technology components.
	b. Acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

#### STANDARD 2: Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.</b>	a. Discuss common uses of technology in daily life and related advantages and disadvantages.
	b. Discuss basic issues related to responsible use of technology and information and describe personal consequences of inappropriate use.
<b>2. Practice responsible use of technology systems, information, and software.</b>	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. Discuss legal and ethical behaviors when using technology and information.

## 3<sup>rd</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 3: Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology tools to enhance learning, increase productivity, and promote creativity.</b>	a. Use prescribed technology writing or drawing tools for communicating and illustrating.
	b. Use prescribed technology tools for data collection and analysis.
	c. Explore prescribed technology for publishing and presenting information.
	d. N/A

### STANDARD 4: Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.</b>	a. Use telecommunications efficiently and effectively to access remote information and communicate with others in support of facilitated and independent learning.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. N/A



### 3<sup>rd</sup> Grade Idaho Student Information Technology Benchmarks

#### STANDARD 5: Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology to locate, evaluate, and collect information from a variety of sources.</b>	a. Explore electronic information sources.
	b. Evaluate the accuracy, relevance, appropriateness, comprehensiveness and bias of electronic information sources
<b>2. Use technology tools to process data and report results.</b>	a. N/A

#### STANDARD 6: Technology Problem-Solving and Decision Making Tools

*Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.*

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology resources for solving problems and making informed decisions.</b>	a. N/A

## 2<sup>nd</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 1: Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate a sound understanding of the basic nature and operation of technology systems.</b>	a. Use developmentally appropriate and accurate technology terminology.
	b. N/A
	c. N/A
<b>2. Demonstrate proficiency in the use of technology.</b>	a. Demonstrate functional operation of technology components.
	b. Explore and acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

### STANDARD 2: Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.</b>	a. N/A
	b. Demonstrate an awareness and respect for the ethical use of technology.
<b>2. Practice responsible use of technology systems, information, and software.</b>	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. N/A

## 2<sup>nd</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 3: Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology tools to enhance learning, increase productivity, and promote creativity.</b>	a. Use prescribed technology writing or drawing tools for communicating and illustrating.
	b. Use prescribed technology tools for data collection and analysis.
	c. Explore prescribed technology for publishing and presenting information.
	d. N/A

### STANDARD 4: Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.</b>	a. Gather information and communicate with others using telecommunications, with support from teachers, family members or student partners.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. N/A

## 2<sup>nd</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 5: Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology to locate, evaluate, and collect information from a variety of sources.</b>	a. Explore electronic information sources.
	b. N/A
<b>2. Use technology tools to process data and report results.</b>	a. N/A

### STANDARD 6: Technology Problem-Solving and Decision Making Tools

*Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.*

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology resources for solving problems and making informed decisions.</b>	a. N/A

## 1<sup>st</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 1: Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate a sound understanding of the basic nature and operation of technology systems.</b>	a. Use developmentally appropriate and accurate technology terminology.
	b. N/A
	c. N/A
<b>2. Demonstrate proficiency in the use of technology.</b>	a. Demonstrate functional operation of technology components.
	b. Explore and acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

### STANDARD 2: Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.</b>	a. N/A
	b. Demonstrate an awareness and respect for the ethical use of technology.
<b>2. Practice responsible use of technology systems, information, and software.</b>	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. N/A

## 1<sup>st</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 3: Technology Productivity Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology tools to enhance learning, increase productivity, and promote creativity.</b>	a. Use prescribed technology writing or drawing tools for communicating and illustrating.
	b. Use prescribed technology tools for data collection and analysis.
	c. Explore prescribed technology for publishing and presenting information.
	d. N/A

### STANDARD 4: Technology Communications Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.</b>	a. Gather information and communicate with others using telecommunications, with support from teachers, family members or student partners.
	b. Use technology tools for individual and collaborative writing, communication and publishing activities to create curricular related products for audiences inside and outside the classroom.
	c. N/A

## 1<sup>st</sup> Grade Idaho Student Information Technology Benchmarks

### STANDARD 5: Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
1. Use technology to locate, evaluate, and collect information from a variety of sources.	a. Explore electronic information sources.
	b. N/A
2. Use technology tools to process data and report results.	c. N/A

### STANDARD 6: Technology Problem-Solving and Decision Making Tools

*Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.*

Standard The student will:	Content Knowledge and Skills:
1. Use technology resources for solving problems and making informed decisions.	a. N/A

## Kindergarten Idaho Student Information Technology Benchmarks

### STANDARD 1: Basic Operations and Concepts

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate a sound understanding of the basic nature and operation of technology systems.</b>	a. Use developmentally appropriate and accurate technology terminology.
	b. N/A
	c. N/A
<b>2. Demonstrate proficiency in the use of technology.</b>	a. Use input and output devices successfully to operate computers, VCRs, audio tapes and other technologies.
	b. Explore and acquire and apply strategies for identifying and solving routine software and hardware problems that occur in everyday use.

### STANDARD 2: Social, Ethical, and Human Issues

Standard The student will:	Content Knowledge and Skills:
<b>1. Demonstrate an understanding of the ethical, cultural, and societal issues related to technology.</b>	a. N/A
	b. Demonstrate an awareness and respect for the ethical use of technology.
<b>2. Practice responsible use of technology systems, information, and software.</b>	a. Practice responsible use of technological devices and software.
	b. Demonstrate respect for others while using technology.
	c. N/A



## Kindergarten Idaho Student Information Technology Benchmarks

### STANDARD 3: Technology Productivity Tools

<b>Standard</b> The student will:	<b>Content Knowledge and Skills:</b>
<b>1. Use technology tools to enhance learning, increase productivity, and promote creativity.</b>	a. N/A
	b. N/A
	c. N/A
	d. N/A

### STANDARD 4: Technology Communications Tools

<b>Standard</b> The student will:	<b>Content Knowledge and Skills:</b>
<b>1. Use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.</b>	a. N/A
	b. N/A
	c. N/A

## Kindergarten Idaho Student Information Technology Benchmarks

### STANDARD 5:

#### Technology Research Tools

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology to locate, evaluate, and collect information from a variety of sources.</b>	a. N/A
	b. N/A
<b>2. Use technology tools to process data and report results.</b>	c. N/A

### STANDARD 6:

#### Technology Problem-Solving and Decision Making Tools

*Problem solving is inherent in all disciplines. Technology Standard 6 is designed to provide a cumulative (capstone) experience.*

Standard The student will:	Content Knowledge and Skills:
<b>1. Use technology resources for solving problems and making informed decisions.</b>	a. N/A

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**SUBJECT**

PLATO Learning: I-PLN Presentation

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

In June 2004 the Board, using \$5 million of Title VI federal dollars, entered into a two-year contract with PLATO Learning to make PLATO courseware, technical support, and professional development available to every district for grades K-12. The delivery of the curriculum can accommodate each district's technology infrastructure for Local Area Networks, client-hosted Web, or Web delivery. The program is known as the Idaho PLATO Learning Network (I-PLN). The Board took the lead to put powerful, custom resources directly in the hands of students, teachers, and parents with the end goal of improving student performance.

I-PLN is a technology-based program that allows each district in the state to import individual student Rasch Unit (RIT) scores from the Idaho Standards Achievement Tests (ISAT). The program then identifies a personalized learning path that prescribes appropriate curriculum to remediate or advance skills. This program also provides thousands of hours of standards-based educational curriculum for independent study, subject-matter remediation or acceleration, and project-based activities to promote higher order thinking skills.

**DISCUSSION**

In the first year of implementation the Plato courseware has been made available in almost every district in the state and in a large majority of the schools. Implementation includes technical assistance in determining the best technology for the courseware to be made available for the particular circumstances of each district, the installation of the courseware, and high quality professional development that includes not only how to use I-PLN but also how to make the use of the courseware to have the most impact. Using the terms of the contract, which includes "unlimited" licenses for K-12 education in the state, the implementation has gone far beyond schools located in the districts. I-PLN has been made available to charter schools, 21<sup>st</sup> Century Community Learning Centers; juvenile detention facilities where classes are provided for residents, accredited schools in Idaho correctional facilities, schools for students with special needs in several locations around the state, and to the colleges of education in institutions of higher education where teachers are prepared for K-12 education.

**IMPACT**

Universally, users of Plato courseware indicate that the more they use the products the more ways they think of to put them to use. The Idaho implementation has been no exception. Some of the districts who purchased the courseware prior to the state contract have led the way in creative applications,

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but as other districts gain in experience, they are catching up. Some of the many uses for which Idaho schools are using the courseware include remediation of course work; ISAT remediation for the graduation test; use in before, during, and after school labs; a credit recovery process for struggling students; a core element of an alternate graduation mechanism; enrichment of class work; and acceleration for advanced students.

An initial requirement of the contract was that I-PLN be aligned to Idaho standards. This alignment has supported the courseware in all of its uses associated with ISAT and graduation. However, this alignment is not static. Plato uses another of its products and a core of professional staff to regularly analyze alignment status and make necessary adjustments. The current restructuring of Idaho standards will take full advantage of this alignment capability.

With the changes in high school requirements now being discussed, some are beginning to discuss how the courseware can assist in moving students through the requirements by providing additional support. As more schools move into a second year of “needs improvement” status for AYP, there has been increased interest in making I-PLN a part of the supplemental services required to be provided to students in those schools.

Districts and individual teachers are reporting success with their students, and some districts have been pleased enough with I-PLN that they are purchasing additional PLATO products to enhance their efforts to serve their students.

**STAFF COMMENTS AND RECOMMENDATIONS**

PLATO is being effectively used by the districts and districts are creatively using the courseware to support and enhance student learning.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

# Idaho State Board of Education



## Idaho PLATO Learning Network (I-PLN)

Saundra DeKlotz  
Federal Programs Manager  
Office of the State Board of Education

Dave McMullen  
Account Manager

Dave Lanz  
Idaho Senior Project Manager



# The First Year . . .



# I-PLN Mission



- To provide Idaho students in all grades with computer-based curriculum and objective-level mastery assessments designed to help improve ISAT scores and promote student academic growth

# 2004-05 Progress



- Over 550 schools set up this year
- At least 126,000 student hours working in I-PLN
- Over 18,000 students have completed work representing nearly 10% of Idaho student pop.
- Over 200 on-site days of professional development delivered last year. Will deliver approximately 170 this year.
- Flexibility for School Districts
  - Web-based
  - LAN-based
  - Client hosted

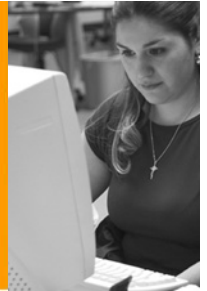


# Reaching “Out of the Box”

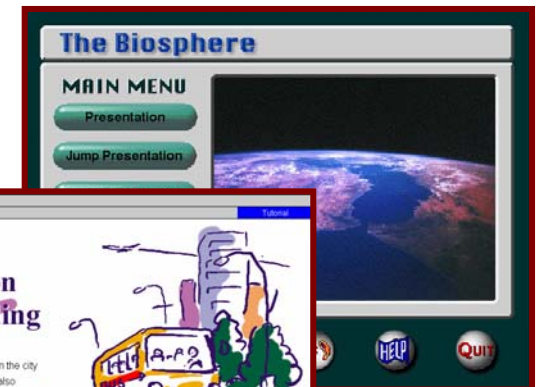
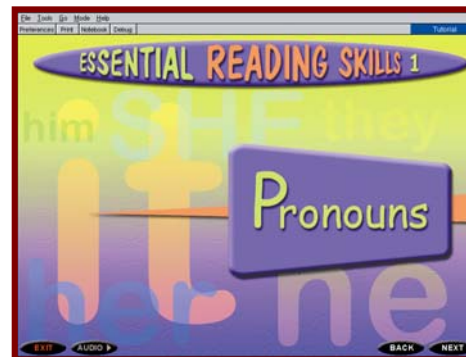


- 9 Prison educational facilities
- 26 Charter Schools
- NW Children’s Home facilities
- Idaho Youth Ranch facilities
- Colleges of Education
- 21<sup>st</sup> Century Learning Centers
- COSSA (Canyon-Owyhee School Service Org.)
- Idaho School for the Deaf and the Blind
- Juvenile Detention Centers

# Implementation Enhancements



- I-PLN Web Page: [www.plato.com/i-pln.asp](http://www.plato.com/i-pln.asp)
- I-PLN Training Kit: course syllabi, CDs, handbooks, etc.
- College Credit Offerings: Graduate or Undergraduate
- On-line training WebCasts and modules
- Data import tools
- I-PLN Newsletter

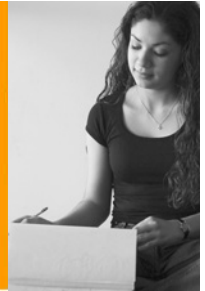


# Teacher Feedback



- “It’s just too valuable to schools and their students . . . Teachers love it.” --Meridian SD
- “I know that they are learning because I see them using the skills being taught in other classes.” –Mountain Home SD
- “I-PLN is not only an ISAT remediation tool; it is also a proactive skill enhancer” --Moscow SD

# Meeting Special Needs



- Middleton SD reports successful utilization of I-PLN, “with LEP, Title 1, Special-Education . . . remediation, acceleration . . .credit recovery and ISAT intervention.”
- Council SD superintendent reports 60% decrease in the number of students in need of summer school remediation. (2003-04 to 2004-05 school years)

# Meeting Special Needs



- Jerome SD reported impressive ISAT gains in a group of approximately 100 at-risk students—9-22 points!
- “My special education students . . . saw a large growth in their (ISAT) scores . . 7 to 22 points growth.” --Mountain Home SD
- “We did have one Special Ed student that jumped 37 points.” --Butte County SD

# High School Graduation



- “I have no doubt that several students would not have graduated last year if it were not for PLATO . . . The program has really helped!” --Superintendent Nelson, Valley SD
- Post Falls SD used I-PLN to help “a class of 30 students that were not going to graduate based on not passing the math ISAT.”

# Remediation & Intervention



- Soda Springs SD resource room teacher says, “it is a very useful tool to provide individualization needed for students . . . One student raised his **math** ISAT score by 25 points.”
- “We have found I-PLN to be an important part of our **reading** program . . . focusing instruction on specific areas for individual students.” --Arbon SD

# Acceleration



- “Parents of advanced students were the first to eagerly request access to IPLN from home. So far it seems to be an effective way to meet the needs of this group of students.”
  - Camille Woods, Idaho Falls School District



# Limited English Proficiency



- “We had 100 percent of our ESL population in one of our middle schools using PLATO on a daily basis.”
  - Doris Matthews, Nampa SD

# Systemic Change



- “Our focus this year is *Differentiation*, so PLATO fits in very well.” --Madison SD
- “We look forward to using the program more next year and seeing the ISAT results we know it can offer.” --Meridian SD
- “This is great!” --Highland SD

# Systemic Change

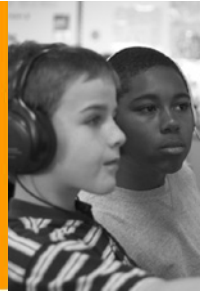


- “We have built our alternative graduation mechanism around IPLN and have also purchased additional curriculum (Science and Social Studies) for credit recovery courses. We also plan to use IPLN for home bound students.” --Camille Woods, Idaho Falls School District

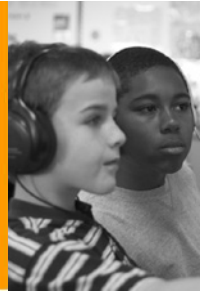
# Data Driven



- How will we identify issues and adapt to increase effectiveness?
  - Feedback
  - PLATO Research Project
  - Independent Research



- ***“I use the PLATO I-PLN software to demonstrate concepts on the Smart Board, or for small and large-group work. It’s Awesome! Every student’s engaged!”***
- ***Suzanne Pace, Jefferson County Joint SD 251***



- ***“They (the students) enjoy it and are fully motivated and engaged.”***

- ***Andree Scown, Superintendent Pleasant  
Valley School District #364***

# Idaho State Board of Education



Idaho PLATO  
Learning Network



PLATO<sup>®</sup>   
LEARNING

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**OCTOBER 16-17, 2005**

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**SUBJECT**

Additional Yearly Growth (AYG) and Distinguished Schools Rewards

**APPLICABLE STATUTE, RULE, OR POLICY**

Rules Governing Thoroughness, IDAPA 08.02.03, Subsection 113

**BACKGROUND**

In November 2003, the State Board of Education approved the "Rewards" subsection of the Rules Governing Thoroughness, IDAPA 08.02.03. The "No Child Left Behind" Act requires states to outline a plan to reward schools for exemplary performance. The Distinguished Schools reward is modeled after the Title 1 Distinguished Schools reward outlined in the federal law to reward schools for closing the achievement gap. The Additional Yearly Growth (AYG) reward was included in the rules upon the recommendation of the Accountability Commission in an effort to recognize the exceptional growth within schools.

The Rewards subsection was modified to provide more information in calculating AYG and the State Board of Education approved the changes in November 2004.

**DISCUSSION**

Schools must have achieved Adequate Yearly Progress in order to be considered for the Distinguished Schools and Additional Yearly Growth (AYG) awards. The top five percent (5%) of schools that have "significantly reduced the gaps between subgroups" will be recognized as Distinguished Schools. Those schools that have "demonstrated improved proficiency levels of subpopulations or in the aggregate by greater than ten percent (10%)" will receive the AYG award.

**IMPACT**

The rewards will provide recognition of the exemplary performance of selected Idaho schools.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends that the State Board of Education recognize those schools identified for the Distinguished Schools and Additional Yearly Growth (AYG) rewards as presented at the October 2005 State Board of Education meeting.

**BOARD ACTION**

A motion for the State Board of Education to recognize the schools identified for the Distinguished Schools and Additional Yearly Growth (AYG) reward.

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

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
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**REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY**

**113. REWARDS.**

**01. Distinguished Schools.** The State Board of Education may recognize as "Distinguished Schools" the top five percent (5%) of schools exceeding the Idaho Adequate Yearly Progress (AYP) intermediate targets listed in Subsection 112.02, of this rule, and significantly reducing the gaps between subgroups listed in Subsection 112.03.d. of this rule. (8-12-04)T

**02. Additional Yearly Growth (AYG) Award.** Schools demonstrating improved proficiency levels of subpopulations or in the aggregate by greater than ten percent (10%) be considered to have achieved AYG. The school must have achieved Adequate Yearly Progress (AYP) to be eligible for this award. (8-12-04)T

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**Distinguished School Award**

Distinguished Schools are determined by the extent to which they "closed the achievement gap" between a majority population and a special population or an ethnic/racial minority. For example, the largest gap was closed by St. Maries Middle School by reducing by 22.16% the difference in the percent of proficient students who are economically disadvantaged versus those students that are not economically disadvantaged. The number was calculated through the following formula:

**Step 1:**  $\text{Group B (2004)} - \text{Group A (2004)} = \text{Difference 1}$

**Step 2:**  $\text{Group B (2005)}^1 - \text{Group A (2005)} = \text{Difference 2}$

**Step 3:**  $\text{Difference 2} - \text{Difference 1} = \% \text{ reduction in gap of proficient students.}$

**Step 4:** All schools are ranked by the percent reduction and the top 5% of the eligible schools are selected as Distinguished Schools.

Where Group A = % of proficient students in a subgroup<sup>2</sup> (economically disadvantaged, special education, Hispanic, etc.)

Where Group B = % of proficient students in the majority group (non-economically disadvantaged, non-special education, White, etc.)

The schools highlighted on each list were selected as Distinguished Schools. The schools listed below those highlighted were all the schools eligible for the Distinguished Schools award.

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<sup>1</sup> In order to be eligible, both groups must have made progress in the percent of proficient students. Schools that had a drop in the percent of proficient students in the majority group (Group B) were not considered even though there may have been a reduction in the gap.

<sup>2</sup> FRL = economically disadvantaged

Sped = students with disabilities (eligible for special education)

LEP = Limited English Proficient

White or Hispanic designates the ethnic/racial coding

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## Distinguished Schools (Math)- Spring 2005

DistId	District Name	School Name	Test	Group A	Group B	Compare A & B
				Category	Category	Diff Percent between A & B
411	Twin Falls District	Oregon Trail Elementary School	M	Hispanic	White	24.47
411	Twin Falls District	Oregon Trail Elementary School	M	FRL	NonFRL	22.9
<b>Schools eligible but not selected for the Distinguished School Award:</b>						
414	Kimberly School District	Kimberly Middle School	M	FRL	NonFRL	19.68
321	Madison District	Lincoln Elementary School	M	FRL	NonFRL	17.54
232	Wendell District	Wendell Elementary School	M	Hispanic	White	17.41
232	Wendell District	Wendell Elementary School	M	LEP	NonLEP	12.12
001	Independent District of Boise City	Fairmont Junior High School	M	Hispanic	White	11.35
431	Weiser District	Weiser Middle School	M	Hispanic	White	11.32
431	Weiser District	Weiser Middle School	M	FRL	NonFRL	10.63
131	Nampa School District	South Middle School	M	FRL	NonFRL	10.09
431	Weiser District	Weiser Middle School	M	LEP	NonLEP	9.22
393	Wallace District	Wallace Junior-Senior High School	M	FRL	NonFRL	9.14
201	Preston Joint District	Preston Junior High School	M	FRL	NonFRL	9.08
131	Nampa School District	South Middle School	M	LEP	NonLEP	8.59
131	Nampa School District	South Middle School	M	Hispanic	White	8.58
093	Bonneville Joint District	Falls Valley Elementary School	M	FRL	NonFRL	8.56
001	Independent District of Boise City	East Junior High School	M	FRL	NonFRL	7.72
001	Independent District of Boise City	Koelsch Elementary School	M	FRL	NonFRL	7.22
285	Potlatch District	Potlatch Elementary School	M	FRL	NonFRL	7.19
091	Idaho Falls District	Linden Park Elementary School	M	FRL	NonFRL	6.95
271	Coeur d'Alene District	Winton Elementary School	M	FRL	NonFRL	6.49
131	Nampa School District	South Middle School	M	Sped	NonSped	6.23
242	Cottonwood Joint District	Prairie Middle School	M	FRL	NonFRL	5.97
372	New Plymouth District	New Plymouth Middle School	M	FRL	NonFRL	5.08
052	Snake River District	Snake River Junior High School	M	Hispanic	White	4.97
003	Kuna Joint District	Ross Elementary School	M	FRL	NonFRL	4.47
091	Idaho Falls District	Edgemont Gardens Elementary School	M	FRL	NonFRL	4.36
093	Bonneville Joint District	Ammon Elementary School	M	FRL	NonFRL	4.24
021	Marsh Valley Joint District	Marsh Valley High School	M	FRL	NonFRL	3.9
391	Kellogg Joint District	Kellogg Middle School	M	FRL	NonFRL	3.08
041	St. Maries Joint District	Heyburn Elementary School	M	FRL	NonFRL	2.62
002	Meridian Joint District	Lowell Scott Middle School	M	Sped	NonSped	2.44
291	Salmon District	Brooklyn Intermediate School	M	FRL	NonFRL	2.21
002	Meridian Joint District	Lowell Scott Middle School	M	FRL	NonFRL	1.75
251	Jefferson County Joint District	Jefferson Elementary School	M	FRL	NonFRL	1.17
321	Madison District	Union-Lyman Elementary School	M	FRL	NonFRL	1.07
131	Nampa School District	Owyhee Elementary School	M	Hispanic	White	0.61
041	St. Maries Joint District	St. Maries Middle School	M	FRL	NonFRL	0.43
101	Boundary County District	Boundary County Junior High School	M	FRL	NonFRL	0.28

## Distinguished Schools (Reading)- Spring 2005

DistId	District Name	School Name	Test	Group A	Group B	Compare A & B
				Category	Category	Diff Percent between A & B
041	St. Maries Joint District	St. Maries Middle School	R	FRL	NonFRL	22.16
351	Oneida County District	Malad Middle School	R	FRL	NonFRL	19.67
	<b>Schools eligible but not selected for the Distinguished School Award:</b>					
131	Nampa School District	South Middle School	R	Sped	NonSped	17.72
052	Snake River District	Snake River Junior High School	R	FRL	NonFRL	17.71
272	Lakeland Joint District	Lakeland Senior High School	R	FRL	NonFRL	17.25
291	Salmon District	Brooklyn Intermediate School	R	FRL	NonFRL	17.22
271	Coeur d'Alene District	Coeur d'Alene High School	R	FRL	NonFRL	16.24
052	Snake River District	Snake River Junior High School	R	Hispanic	White	15.38
215	Fremont County Joint District	South Fremont High School	R	FRL	NonFRL	15.17
052	Snake River District	Riverside Elementary School	R	FRL	NonFRL	14.26
288	Whitepine Joint District	Deary School	R	FRL	NonFRL	14.25
201	Preston Joint District	Preston Junior High School	R	FRL	NonFRL	12.65
431	Weiser District	Weiser Middle School	R	FRL	NonFRL	10.82
052	Snake River District	Riverside Elementary School	R	Hispanic	White	10.64
251	Jefferson County Joint District	Rigby Senior High School	R	FRL	NonFRL	10.04
052	Snake River District	Riverside Elementary School	R	LEP	NonLEP	9.6
321	Madison District	Lincoln Elementary School	R	FRL	NonFRL	9.27
373	Fruitland District	Fruitland Elementary School	R	FRL	NonFRL	9.14
272	Lakeland Joint District	John Brown Elementary School	R	FRL	NonFRL	8.28
131	Nampa School District	South Middle School	R	FRL	NonFRL	8.05
131	Nampa School District	South Middle School	R	LEP	NonLEP	8.02
025	Pocatello District	Edahow Elementary School	R	FRL	NonFRL	7.74
131	Nampa School District	South Middle School	R	Hispanic	White	5.61
025	Pocatello District	Highland High School	R	FRL	NonFRL	5.35
136	Melba Joint District	Melba Middle School	R	FRL	NonFRL	5.28
002	Meridian Joint District	Lake Hazel Middle School	R	Sped	NonSped	4.71
321	Madison District	Adams Elementary School	R	FRL	NonFRL	4.17
091	Idaho Falls District	Edgemont Gardens Elementary School	R	FRL	NonFRL	4.17
372	New Plymouth District	New Plymouth Middle School	R	FRL	NonFRL	3.99
001	Independent District of Boise City	North Junior High School	R	FRL	NonFRL	3.67
001	Independent District of Boise City	East Junior High School	R	FRL	NonFRL	3.21
021	Marsh Valley Joint District	Marsh Valley High School	R	FRL	NonFRL	2.9
391	Kellogg Joint District	Pinehurst Elementary School	R	FRL	NonFRL	2.85
431	Weiser District	Weiser Middle School	R	LEP	NonLEP	2.36
431	Weiser District	Weiser Middle School	R	Hispanic	White	2.26
321	Madison District	Union-Lyman Elementary School	R	FRL	NonFRL	2.26
131	Nampa School District	Owyhee Elementary School	R	FRL	NonFRL	1.91
373	Fruitland District	Fruitland Elementary School	R	Hispanic	White	1.51
413	Filer District	Filer Middle School	R	FRL	NonFRL	1.09
061	Blaine County District	Carey Public School	R	FRL	NonFRL	0.92
271	Coeur d'Alene District	Hayden Meadows Elementary School	R	FRL	NonFRL	0.9
391	Kellogg Joint District	Kellogg Middle School	R	FRL	NonFRL	0.82
340	Lewiston Independent District	Lewiston Senior High School	R	FRL	NonFRL	0.63
271	Coeur d'Alene District	Winton Elementary School	R	FRL	NonFRL	0.6
091	Idaho Falls District	Fox Hollow Elementary School	R	FRL	NonFRL	0.53
002	Meridian Joint District	Crossroads Middle School	R	FRL	NonFRL	0.11

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**Additional Yearly Growth (AYG) Award**

The AYG Award is earned by schools that have increased the percent of proficient students in any given subgroup by 10% or more from 2004 to 2005. Sixty-six schools are listed for the AYG Award in Math and 61 are listed for the AYG Award in Reading. The schools are sorted by district name and the percent of proficiency increase can be found in the far right hand column labeled "Diff Percent." The specific group that increased the percent of proficiency is listed in the column labeled "category."<sup>1</sup>

Schools highlighted are those that have earned the AYG Award for the second consecutive year.

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<sup>1</sup> FRL = economically disadvantaged  
Sped = students with disabilities (eligible for special education)  
LEP = Limited English Proficient  
White or Hispanic designates the ethnic/racial coding

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## Additional Yearly Growth Award - Math

### Spring 2005

DistId	District Name	School Name	Test	Category	Diff Percent
093	Bonneville Joint District	Falls Valley Elementary School	M	FRL	12.21
101	Boundary County District	Boundary County Junior High School	M	FRL	12.25
101	Boundary County District	Boundary County Junior High School	M	White	10.61
111	Butte County Joint District	Butte County Middle School	M	FRL	11.38
271	Coeur d'Alene District	Coeur d'Alene High School	M	FRL	17.2
242	Cottonwood Joint District	Prairie Middle School	M	FRL	20.5
242	Cottonwood Joint District	Prairie Middle School	M	White	17.43
059	Firth District	Firth Middle School	M	FRL	11.31
415	Hansen District	Hansen Junior-Senior High School	M	White	14.68
415	Hansen District	Hansen Junior-Senior High School	M	FRL	10.3
091	Idaho Falls District	Clair E. Gale Junior High School	M	Hispanic	19.23
091	Idaho Falls District	Clair E. Gale Junior High School	M	FRL	14.88
091	Idaho Falls District	Clair E. Gale Junior High School	M	Sped	12.96
091	Idaho Falls District	Hawthorne Elementary School	M	FRL	11.6
001	Independent District of Boise City	Fairmont Junior High School	M	Hispanic	23.32
001	Independent District of Boise City	Fairmont Junior High School	M	FRL	18.28
001	Independent District of Boise City	East Junior High School	M	FRL	15.14
001	Independent District of Boise City	Koelsch Elementary School	M	FRL	14.19
001	Independent District of Boise City	Hillside Junior High School	M	FRL	13.86
001	Independent District of Boise City	Pierce Park Elementary School	M	White	12.74
001	Independent District of Boise City	Fairmont Junior High School	M	White	11.97
001	Independent District of Boise City	Fairmont Junior High School	M	Sped	11.11
001	Independent District of Boise City	East Junior High School	M	White	10.13
251	Jefferson County Joint District	Rigby Junior High School	M	FRL	11.71
391	Kellogg Joint District	Kellogg High School	M	White	12.8
414	Kimberly School District	Kimberly Middle School	M	FRL	22.79
084	Lake Pend Oreille School District	Sandpoint Charter School	M	White	16.48
321	Madison District	Lincoln Elementary School	M	FRL	25
321	Madison District	Union-Lyman Elementary School	M	FRL	14.01
321	Madison District	Lincoln Elementary School	M	White	13.16
321	Madison District	Union-Lyman Elementary School	M	White	12.52
021	Marsh Valley Joint District	Marsh Valley High School	M	FRL	12.5
021	Marsh Valley Joint District	Marsh Valley High School	M	White	10.29
421	McCall-Donnelly Joint District	Payette Lakes Middle School	M	White	11.73
136	Melba Joint District	Melba Middle School	M	White	16.02
136	Melba Joint District	Melba Middle School	M	FRL	14.84
002	Meridian Joint District	Crossroads Middle School	M	White	12.97
002	Meridian Joint District	Crossroads Middle School	M	FRL	11.86
134	Middleton District	Middleton Mill Creek Elementary School	M	FRL	11.43
331	Minidoka County Joint District	Heyburn Elementary School	M	Hispanic	14.29
281	Moscow District	Moscow Junior High School	M	Sped	11.01
131	Nampa School District	South Middle School	M	Hispanic	17.14
131	Nampa School District	South Middle School	M	Sped	16.81
131	Nampa School District	South Middle School	M	LEP	15.77
131	Nampa School District	South Middle School	M	FRL	15.59
372	New Plymouth District	New Plymouth High School	M	White	18.96
372	New Plymouth District	New Plymouth Middle School	M	FRL	13.7
372	New Plymouth District	New Plymouth Middle School	M	White	10.77
135	Notus School District	Notus Junior-Senior High School	M	FRL	18.33
135	Notus School District	Notus Junior-Senior High School	M	White	17.5
351	Oneida County District	Malad Middle School	M	FRL	15.63
285	Potlatch District	Potlatch Elementary School	M	FRL	13.42
201	Preston Joint District	Preston Junior High School	M	FRL	12.63

052	Snake River District	Snake River Junior High School	M	FRL	17.3
150	Soda Springs Joint District	Soda Springs High School	M	White	13.46
041	St. Maries Joint District	Upriver Elementary-Junior High School	M	FRL	15.08
041	St. Maries Joint District	Upriver Elementary-Junior High School	M	White	12.66
411	Twin Falls District	Oregon Trail Elementary School	M	Hispanic	29.15
411	Twin Falls District	Oregon Trail Elementary School	M	FRL	22.97
393	Wallace District	Wallace Junior-Senior High School	M	FRL	14.55
431	Weiser District	Weiser Middle School	M	Hispanic	16.51
431	Weiser District	Weiser Middle School	M	LEP	14.77
431	Weiser District	Weiser Middle School	M	FRL	13.18
232	Wendell District	Wendell Elementary School	M	Hispanic	25.37
232	Wendell District	Wendell Elementary School	M	LEP	23.6
232	Wendell District	Wendell Elementary School	M	FRL	17.77

# Additional Yearly Growth Award - Reading

## Spring 2005

DistId	District Name	School Name	Test	Category	Diff Percent
093	Bonneville Joint District	Bonneville High School	R	FRL	12.51
093	Bonneville Joint District	Cloverdale Elementary School	R	FRL	10.54
101	Boundary County District	Boundary County Junior High School	R	FRL	16.16
111	Butte County Joint District	Butte County Middle School	R	FRL	17.34
121	Camas County District	Camas County Elementary-Junior High Sch	R	White	10.94
151	Cassia County Joint District	Raft River Junior-Senior High School	R	FRL	19.28
151	Cassia County Joint District	Raft River Junior-Senior High School	R	White	11.63
271	Coeur d'Alene District	Coeur d'Alene High School	R	FRL	22.96
242	Cottonwood Joint District	Prairie Middle School	R	FRL	14.35
013	Council District	Council Junior-Senior High School	R	FRL	18.7
059	Firth District	Firth High School	R	White	19.9
215	Fremont County Joint District	South Fremont High School	R	FRL	23.26
215	Fremont County Joint District	South Fremont High School	R	White	14.21
373	Fruitland District	Fruitland Elementary School	R	FRL	11.99
370	Homedale Joint District	Homedale Elementary School	R	Hispanic	18.85
091	Idaho Falls District	Hawthorne Elementary School	R	FRL	16.95
091	Idaho Falls District	Linden Park Elementary School	R	FRL	13.97
091	Idaho Falls District	Clair E. Gale Junior High School	R	Hispanic	13.52
091	Idaho Falls District	Clair E. Gale Junior High School	R	FRL	12.95
091	Idaho Falls District	Clair E. Gale Junior High School	R	Sped	10.82
091	Idaho Falls District	Hawthorne Elementary School	R	White	10.82
001	Independent District of Boise City	Fairmont Junior High School	R	Sped	17.72
001	Independent District of Boise City	Boise Senior High School	R	FRL	11.76
251	Jefferson County Joint District	Rigby Senior High School	R	FRL	14.65
391	Kellogg Joint District	Kellogg High School	R	White	10.38
414	Kimberly School District	Kimberly High School	R	White	10.85
272	Lakeland Joint District	Lakeland Senior High School	R	FRL	20.83
321	Madison District	Union-Lyman Elementary School	R	FRL	12.95
321	Madison District	Lincoln Elementary School	R	FRL	11.75
321	Madison District	Union-Lyman Elementary School	R	White	10.95
021	Marsh Valley Joint District	Marsh Valley High School	R	FRL	17.5
021	Marsh Valley Joint District	Marsh Valley High School	R	White	16.09
136	Melba Joint District	Melba High School	R	White	24.78
281	Moscow District	Moscow Junior High School	R	Sped	15.18
131	Nampa School District	South Middle School	R	Sped	22.25
372	New Plymouth District	New Plymouth High School	R	White	10.74
372	New Plymouth District	New Plymouth Middle School	R	FRL	10.04
135	Notus School District	Notus Junior-Senior High School	R	FRL	22.92
351	Oneida County District	Malad Middle School	R	FRL	23.96
351	Oneida County District	Malad Middle School	R	White	11.59
025	Pocatello District	Highland High School	R	FRL	13.16
025	Pocatello District	Pocatello Community Charter School	R	White	10.64
201	Preston Joint District	Preston Junior High School	R	FRL	15.63
316	Richfield District	Richfield School	R	FRL	16.33
252	Ririe Joint District	Ririe High School	R	White	19.34
291	Salmon District	Brooklyn Intermediate School	R	FRL	17.54
052	Snake River District	Snake River High School	R	FRL	30.79
052	Snake River District	Snake River Junior High School	R	Hispanic	21.18
052	Snake River District	Snake River Junior High School	R	FRL	18.67
052	Snake River District	Riverside Elementary School	R	Hispanic	17.07
052	Snake River District	Riverside Elementary School	R	LEP	16.76
052	Snake River District	Riverside Elementary School	R	FRL	15.39
150	Soda Springs Joint District	Soda Springs High School	R	White	14.59

041	St. Maries Joint District	St. Maries Middle School	R	FRL	24.97
041	St. Maries Joint District	Upriver Elementary-Junior High School	R	FRL	10.62
431	Weiser District	Weiser Middle School	R	FRL	12.72
232	Wendell District	Wendell Elementary School	R	LEP	11.29
232	Wendell District	Wendell Elementary School	R	Hispanic	11.03
232	Wendell District	Wendell Elementary School	R	FRL	10.29
202	West Side Joint District	Harold B. Lee Middle School	R	FRL	13.26
288	Whitepine Joint District	Deary School	R	FRL	14.86

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**SUBJECT**

Review of the proposed legislation to codify the Idaho Career Information System (CIS).

**APPLICABLE STATUTE, RULE, OR POLICY**

Executive Order No. 2002-02. Comprehensive Computer-Based Career Information

**BACKGROUND**

CIS is administratively housed within The Division of Professional-Technical Education (PTE) but is governed by a separate Board. Typically any legislation with which PTE is involved would be passed through the State Board of Education. Given that CIS is governed by a separate board any one of the agencies that are represented on the board could carry the legislation. In this instance the Department of Commerce and Labor is doing so. This purpose of this agenda item is to inform the State Board of Education of the legislation.

**DISCUSSION**

The Idaho Career Information System has operated continuously under Executive Orders since 1980 as a cooperative venture between the Idaho Department of Commerce and Labor, the Idaho State Board of Education, the Idaho Division of Vocational Rehabilitation, the Office of the Governor, and the Division of Professional Technical Education. The purpose of the Idaho Career Information System is to provide information to the residents of Idaho that helps them become aware of the world of work, understand the link between education and work and make successful career decisions. Last year the Idaho Career Information System served over 114,000 citizens. The primary users of the products and services provided by the Idaho Career Information System include 91% of secondary schools, colleges and universities, Idaho Commerce and Labor local offices, Vocational Rehabilitation local offices, and correctional facilities.

This legislation would establish the Idaho Career Information System in Idaho Code and more clearly define its governing structure. Codifying the Idaho Career Information System recognizes the value of career related information to Idaho citizens and eliminates the necessity of issuing an Executive Order every four years.

This legislation has an emergency clause because the Idaho Career Information System is currently operating under Executive Order No. 2002-02 and it will expire on April 21, 2006.

**IMPACT**

The Idaho Career Information System is currently included in the appropriated budget for the Division of Professional Technical Education. Approval of this

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legislation will have no fiscal impact on the State General Fund or other dedicated funding sources.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends that CIS proceed with this legislative action to more clearly define its governance structure and to create CIS in Idaho Code.

**BOARD ACTION**

This item is for informational purposes only. Any action will be at the Board's discretion.

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AN ACT

RELATING TO THE IDAHO CAREER INFORMATION SYSTEM; AMENDING CHAPTER 22, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-2213, IDAHO CODE, TO ESTABLISH THE IDAHO CAREER INFORMATION SYSTEM, THE CAREER INFORMATION SYSTEM BOARD, THE CAREER INFORMATION SYSTEM ADVISORY BOARD, AND TO PROVIDE THE GOVERNING STRUCTURE FOR THE IDAHO CAREER INFORMATION SYSTEM; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Chapter 22, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-2213, Idaho Code, and to read as follows:

**33-2213. Idaho career information system.** (1) The state of Idaho recognizes that career information is critical in helping people make successful career decisions, understand the link between educational preparation and work, explore education and career alternatives, and successfully seek work. Therefore, the Idaho career information system is hereby established to deliver current and accurate occupational, educational and related career information to the residents of Idaho. The Idaho career information system shall be responsible for carrying out the duties imposed by 20 U.S.C. 2328(b) of the Carl D. Perkins vocational and applied technology education amendments of 1998, as amended.

(2) The Idaho career information system shall be governed by the career information system board which is hereby established and shall be the successor to the state occupational information coordinating committee. The career information system board shall consist of one (1) member from the division of professional-technical education, one (1) member from the office of the state board of education, one (1) member from the division of vocational rehabilitation, one (1) member from the office of the governor representing workforce development issues, one (1) member from the department of education, and two (2) members from the department of commerce and labor with one (1) of those members representing the division of commerce and the other member representing the department's labor programs. The administrative head of each of the entities represented on the board, or the administrative heads' designees, shall serve as the acting member on the board. The career information system board shall adopt bylaws to govern its internal organization.

(3) The career information system board shall appoint a career information system advisory board which shall consist of a maximum of nineteen (19) members who represent organizations and groups who use Idaho career information system products and services. The career information system advisory board shall make recommendations to the career information system board regarding policies, procedures, and use of the Idaho career information system.

(4) The career information system board shall appoint a nonclassified executive director who shall serve at the pleasure of the board. The executive director shall be the administrative head of the Idaho career information system and shall serve as the

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executive secretary for the career information system advisory board. The executive director may hire nonclassified employees to fill positions within the Idaho career information system office. The state entities that are represented on the career information system board established in subsection (2) of this section shall enter into a joint exercise of powers agreement pursuant to section 67-2328, Idaho Code, which shall authorize one of the state entities to serve as the administrative agent for the Idaho career information system. The administrative agent shall provide purchasing, accounting, legal, personnel and other administrative services to the Idaho career information system, which shall be governed by the administrative policies of the administrative agent. The joint exercise of powers agreement shall also authorize one of the state entities to serve as the fiscal agent for the Idaho career information system. The fiscal agent shall be responsible for all grants and fees obtained by the Idaho career information system and the career information system board. The entity or entities authorized by the joint exercise of powers agreement to serve as the administrative agent and the fiscal agent for the Idaho career information system are hereby authorized to perform those functions.

SECTION 2. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after its passage and approval.



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**REFERENCE:        APPLICABLE STATUTE, RULE, OR POLICY**

State of Idaho - Executive Order Comprehensive Computer-Based Career Information

T H E   O F F I C E   O F        T H E        G O V E R N O R  
EXECUTIVE DEPARTMENT  
STATE OF IDAHO  
BOISE  
EXECUTIVE ORDER NO. 2002-02  
DESIGNATION OF THE STATE ENTITY RESPONSIBLE FOR DEVELOPING AND  
DELIVERING COMPREHENSIVE COMPUTER-BASED CAREER INFORMATION

WHEREAS, D. Perkins Vocational and Applied Technology Education Amendments of 1998, P.L. 105-800 mandates that the Idaho Division of Vocational Education and the Governor of the State of Idaho shall jointly designate an entity in the state to:

Provide support for career guidance and academic counseling programs designed to promote improved career and educational decision-making by individuals, especially in areas of career information delivery;  
Make information and planning resources available to students, parents, teachers, and administrators that relate educational preparation to career goals;  
Provide information to assist students and parents with career exploration, educational opportunities, and educational financing;

Improve coordination and communication to ensure nonduplication of efforts and shared information;  
Provide a means for customers to provide comments and feedback on products and services to better meet customer requirements;  
and

WHEREAS, the Idaho State Occupational Information Coordinating Committee has provided oversight and management of the Idaho Career Information System in delivering current and accurate occupational, educational and related career information to the residents of Idaho; and

WHEREAS, career information is critical in helping people make successful career decisions, understand the link between educational preparation and work, explore education and career alternatives, and successfully seek work.

NOW, THEREFORE, I, DIRK KEMPTHORNE, Governor of the State of Idaho, by the authority vested in me under the Constitution and laws of the State of Idaho, do hereby designate the Idaho State Occupational Information Coordinating Committee consisting of representatives from the Idaho Division of Vocational Education, the Idaho Department of Commerce, the Idaho Department of Labor, the Office of the State Board of Education, the Idaho Division of Vocational Rehabilitation, and the Workforce Development Council as the entity responsible for oversight and management of Idaho's

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comprehensive, computer-based system of career information known  
as the Idaho Career Information System.

IN WITNESS WHEREOF, I have hereunto set my hand and caused  
to be affixed the Great Seal of the State of Idaho at the Capitol in Boise on  
this twenty-second day of April in the year of our Lord two thousand and two,  
and of the Independence of the United States of America the two hundred  
twenty-fifth and of the Statehood of Idaho the one hundred eleventh.

DIRK KEMPTHORNE  
GOVERNOR

PETE T. CENARRUSA  
SECRETARY OF STATE  
(printable PDF file)  
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Pledge of Allegiance Law Suit  
Grizzly Bear Law Suit  
Salmon Recovery Strategy  
Roadless Rule Letter

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**SUBJECT**

Proposed Rule – IDAPA 08.02.03, Rules Governing Thoroughness, Rewards

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

**Section 113.** The No Child Left Behind Act requires that states give some type of recognition to schools in addition to making Adequate Yearly Progress determinations. In 2003, the State Board of Education approved the two rewards outlined in section 113. Subsequently, greater clarification of the rewards was added to the rule to more clearly differentiate the two awards.

**DISCUSSION**

It is proposed that section 113 in IDAPA 08.02.03 be amended to formally give the responsibility of calculating rewards to the State Department of Education.

The State Department of Education currently makes all the calculations for the Adequate Yearly Progress (AYP) and can use the same data to calculate the rewards. The State Department of Education follows the guidelines in the State Accountability Plan to calculate AYP and would continue to use the guidelines set up by the State Board of Education to calculate the rewards.

**IMPACT**

The State Board of Education has contracted with the State Department of Education this year to create an automated system for calculating the award categories. This automated system will require less staff time, but this is an additional assignment for the State Department of Education.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends Board approval of the proposed amendments.

**BOARD ACTION**

A motion to approve the proposed amendment to IDAPA 08.02.03, Rules Governing Thoroughness, Rewards.

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

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**113. REWARDS.**

01. Distinguished Schools. ~~The State Board of Education~~ A school may be recognized as a “Distinguished Schools” if it is in the top five percent (5%) of schools exceeding the Idaho Adequate Yearly Progress (AYP) intermediate targets listed in Subsection 112.02, of this rule, and if it has significantly reduced the gaps between subgroups listed in Subsection 112.03.d. of this rule. ( )

02. Additional Yearly Growth (AYG) Award. ~~A~~ Schools demonstrating improved proficiency levels of subpopulations or in the aggregate by greater than ten percent (10%) shall be considered to have achieved AYG. The Such school must have achieved Adequate Yearly Progress (AYP) to be eligible for this award. ( )

03. Determination by State Department of Education. The State Department of Education will determine the schools eligible for the Distinguished School and AYG awards each year based upon the criteria outlined in Subsections 113.01 and 02. The State Department of Education will present the schools to be recognized to the State Board of Education no later than the annual October Board Meeting. ( )

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**SUBJECT**

Rule Waiver of Administration of the Direct Math Assessment

**APPLICABLE STATUTE, RULE, OR POLICY**

IDAPA 08.02.02 Section 001 and IDAPA 08.02.03, Section 111

**BACKGROUND**

The Direct Math Assessment (DMA) was developed almost 12 years ago in response to a request from teachers to have a test students would be able to show their work. The DMA is an extended response test where students are given five mathematical problems. The students must answer the first question and can select three of the remaining four questions. Each problem has several sections. Students are scored on the process by which they reached the final answer, not simply if they get the right answer. The test is scored on a four-point, holistic scoring rubric (1= below basic, 2=basic, 3=proficient, 4=advanced). A score of 3 or above indicates the student is at grade level. Students are given 60 minutes to take the test. The DMA is given once a year. In 2005, the DMA will be given on November 29.

**DISCUSSION**

The Boise School District submitted a letter (Attachment 1) to the State Board of Education requesting a waiver from administering the Direct Math Assessment (DMA) beginning with the 2005-2006 school year. The Boise School District has stated the reasons for requesting the waiver:

- the results are delivered too slowly;
- there is no feedback on the score the student received therefore making it difficult to target the instruction for a student who scored low;
- the scoring rubrics have changed several times making it difficult to know what is the target;
- scoring is inconsistent; and
- teachers are focused on improving instruction through the state accountability plan utilizing the Idaho Standards Achievement Tests (ISAT) and the Boise School District end of course assessments.

**IMPACT**

The DMA is part of the state assessment plan and is outlined in IDAPA 08.02.03 Section 111.06 and is to be administered to all Idaho students in grades 4, 6, and 8. The loss of the data for one of the largest school districts in the state will compromise the data that is reported for the state performance. In addition, the DMA has been a tool to encourage teachers to spend more class time teaching the skills of mathematics to students instead of just focusing on arithmetic.

The DMA is not part of the accountability plan to meet the federal "No Child Left Behind" Act. The administration of the DMA is not required under federal or state law.

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**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff does not recommend that the Board approve a rule waiver for a specific district. Staff instead recommends that the Board consider the rule and whether the DMA is still an integral part of the state assessment plan.

**BOARD ACTION**

A motion to deny the Boise School District rule waiver request for administering the Direct Writing Assessment beginning with the 2005-2006 school year.

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

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**REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY**

**001.WAIVERS.** The State Board of Education may grant a waiver of any rule not required by state or federal law to any school district upon written request. The Board will not grant waivers of any rule required by state or federal law. State and federal law includes case law (including consent decrees), statutes, constitutions, and federal regulations. (4-1-97)

**06. Comprehensive Assessment Program.** The State approved comprehensive assessment program is outlined in Subsections 111.06.a. through 111.06.l. Each assessment will be comprehensive of and aligned to the Idaho State Achievement 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. (4-6-05)

- a. Kindergarten - Idaho Reading Indicator. (3-15-02)
- b. Grade 1 - Idaho Reading Indicator. (3-15-02)
- c. Grade 2 - Idaho Reading Indicator, Grade 2 Idaho Standards Achievement Tests. (3-20-04)
- d. Grade 3 - Idaho Reading Indicator, Grade 3 Idaho Standards Achievement Tests. (3-20-04)
- e. Grade 4 - Direct Math Assessment, National Assessment of Educational Progress, Grade 4 Idaho Standards Achievement Tests. (3-20-04)
- f. Grade 5 - Direct Writing Assessment, Grade 5 Idaho Standards Achievement Tests. (3-20-04)
- g. Grade 6 - Direct Math Assessment, Grade 6 Idaho Standards Achievement Tests. (3-20-04)
- h. Grade 7 - Direct Writing Assessment, Grade 7 Idaho Standards Achievement Tests. (3-20-04)
- i. Grade 8 - Direct Math Assessment, National Assessment of Educational Progress, Grade 8 Idaho Standards Achievement Tests. (3-20-04)
- j. Grade 9 - Direct Writing Assessment, Grade 9 Idaho Standards Achievement Tests. (3-20-04)
- k. Grade 10 - High School Idaho Standards Achievement Tests. (3-20-04)
- l. \*Students who achieve a proficient or advanced score on a portion or portions of the ISAT offered in the Spring of their tenth grade year or later are not required to continue taking that portion or portions. (3-20-04)

**07. Comprehensive Assessment Program Schedule.** (5-3-03)

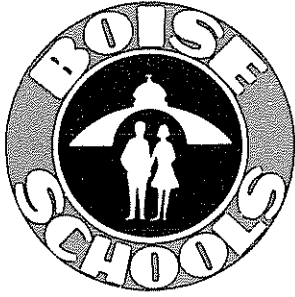
- a. The Idaho Reading Indicator will be administered in accordance with Section 33-1614, Idaho Code. (3-15-02)
- b. The Direct Math Assessment and the Direct Writing Assessment will be administered in December in a time period specified by the State Department of Education. (3-15-02)
- c. The National Assessment of Educational Progress will be administered in timeframe specified by the U.S. Department of Education. (3-15-02)
- d. The Idaho Standards Achievement Tests will be administered twice annually in the Fall and Spring in a time period specified by the State Board of Education. (5-3-03)

**08. Costs Paid by the State.** Costs for the following testing activities will be paid by the state:(4-1-97)

- a. All consumable and non-consumable materials needed to conduct the prescribed statewide comprehensive assessment program; (3-15-02)
- b. Statewide distribution of all assessment materials; (3-15-02)
- c. Processing and scoring student response forms, distribution of prescribed reports for the statewide comprehensive assessment program; and (3-15-02)
- d. Implementation, processing, scoring and distribution of prescribed reports for the Direct Writing Assessment and the Direct Mathematics Assessment. (3-15-02)

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# The Independent School District of Boise City

8169 W Victory Rd  
Boise, Idaho 83709

(208) 338-3400  
FAX (208) 338-3487

**Dr. Stan Olson**

■ Superintendent

September 18, 2005

Mr. Rod Lewis, Chairman  
Idaho State Board of Education  
Len B. Jordan Building, Room 307  
650 W. State St, Box 83720  
Boise, Idaho 83720-0037

Dear Chairman Lewis and Members of the State Board:

The Boise School District requests a waiver from State Board Rule 8.02.03.06, e, g, and i, Comprehensive Assessment Program, sections requiring administration of the Direct Math Assessment (DMA). We request that Boise be waived from administration of the DMA at grades 4, 6, and 8, beginning in the 2005-06 school year.

## Rationale

As part of the BSD's effort to eliminate redundant assessments and programs, the District undertook a survey of teachers and principals during the past month. Most respondents indicated that the DMA had little value for them in improving instruction, and felt that measures of student math performance were already available or being planned. Chief among the reasons cited for eliminating the DMA were:

1. The DMA is typically given in late November (this year, the Tuesday after Thanksgiving Break) or early December. Results are returned to districts in April. This slow turnaround virtually renders test results meaningless.
2. Though the DMA is intended to give an idea of student problem solving abilities, no feedback is received by districts other than a score. The state rubric contains descriptions of typical performance at each scoring level, but there is no way to tell what deficiencies pulled down an individual student score.
3. The elements of the rubric and the grade levels for administration have changed several times in the past decade. It is impossible for schools and districts to set goals when the targets constantly change.

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4. Scoring is inconsistent, and sometimes wildly so. School administrators cannot pinpoint areas for change because of scoring difficulties and the issues raised in points 1 and 2 above.
5. The DMA is not a part of the Statewide Accountability Plan. Teachers are focused on improving instruction in the areas covered by the ISAT and the BSD's End of Course (EOC) Tests.

#### Assessment Tools In Place and Planned

All Boise junior high students take End of Course assessments at the end of each semester. The EOC's include short answer questions which are scored by teachers and calculated into the overall performance indicator. Teachers receive item analyses for their classes on the day the assessments are given, and use this feedback when they meet with other grade level/content area staff in in-service sessions focused on improving instruction.

For grades 4, 5, and 6, Boise is implementing an "EOC-like" exam this year, intended to provide feedback for teachers about student math performance. The item analysis for this exam will provide skill-level analysis prior to the administration of the ISAT, allowing teachers to improve instruction and prepare students for the ISAT in the spring.

#### Conclusion

The Boise School District is moving forward and intends to meet the mandates of the *No Child Left Behind* legislation. The reality of the situation is that graduation rates, ISAT performance, safe schools, and highly qualified teaching staff are highest on our agenda at this time. The Direct Math Assessment simply does not contribute to our ability to attain the goals we have set.

We would appreciate your consideration of our waiver request at your October 17-18, 2005 Board meeting in Lewiston. We will have personnel on hand to answer any questions you might have regarding this request. You may also contact Dr. Don Coberly, our Curriculum Director, at 287-2119 for further information.

Thank you in advance for your consideration of our request.

Sincerely,



Dr. Stan Olson  
Superintendent of Schools