STATE BOARD OF EDUCATION MEETING

June 14-16, 2006
College of Southern
Herrett Center
Rick Allen Community Room
Twin Falls, Idaho

Wednesday, June 14, 2006, 3:00 p.m., Library of the Herrett Center

And

Thursday, June 15, 2006 7:30 a.m., Library of the Herrett Center

EXECUTIVE SESSION (Closed to the Public)

Pursuant to Idaho Code Section 67-2345(1), the State Board of Education will meet in executive session to discuss one or more of the following:

(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.

EXECUTIVE SESSION ITEMS MAY BE DISCUSSED AND ACTED UPON, IF APPROPRIATE, IN OPEN SESSION.

Thursday, June 15, 8:30 a.m., Room, Twin Falls, Idaho

BOARDWORK

1. Agenda Review / Approval

2. Minutes Review / Approval

STATE BOARD OF EDUCATION
650 W. State Street • P. O. Box 83720 • Boise, ID 83720-0037
208/334-2270 • FAX: 208/334-2632
www. boardofed.idaho.gov

OPEN FORUM

CONSENT AGENDA

BAHR – SECTION I - HR

1. Boise State University – New Positions and Changes to Positions
2. Idaho State University – New Positions
3. University of Idaho – New Positions and Changes to Positions
4. Lewis-Clark State College – New Positions
5. Eastern Idaho Technical College – New Position

BAHR – SECTION II - FINANCE

6. FY 2007 C & U Room & Board Rates
7. Amendment of Board Policy V.Q.-Deposits & Misc. Receipts – 2nd Reading
8. Amendment of Board Policy III.T.4. – Intercollegiate Athletics – 2nd Reading
9. Capital Projects Overview

PPGAC

10. Alcohol Permits Issued by University Presidents

IRSA

11. HERC FY07 Budget Approval
12. Second Round - Idaho Technology Grant Program FY07 Grant Funding Recommendations
13. Approval of Distribution of Federal Grant Funds
14. Approval Regarding 2006-07 Title IIA – Improving Teacher Quality State Activities Fund

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Presidents' Council Report
2. College of Southern Idaho Progress Report

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3. Division of Professional Technical Education Progress Report

4. Approval of Boise State University Alcohol Waiver Request for the 2006 Home Football Games

5. First Reading of Amendment to IV.H. – Idaho State Library

6. First Reading of Amendment to By Laws H. and J.

7. Discussion of Vision, Mission, and Goals

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

Higher Education

1. New Graduate Program – Boise State University – Master of Science, Hydrologic Sciences

2. New Graduate Program – Boise State University – Master of Education, Education Leadership

3. New Graduate Program – Boise State University – Master of Applied Anthropology and MA, Anthropology

4. Federal Academic Competitiveness Grant Program – Idaho's Proposal for a Rigorous High School Program of Study

K-12

5. Temporary and Proposed amendment to the High School Redesign

6. Contractor for the Idaho Standards Achievement Tests (ISAT)

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Boise State University – VP Student Affairs

2. Idaho State University – Head Soccer Coach

3. Idaho State University – Head Women's Basketball Coach

4. Idaho State University – Head Men's Basketball Coach

5. Idaho State University – Head Softball Coach

6. University of Idaho – VP Finance & Administration and VP University Advancement

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7. University of idaho – Head Men's Basketball Coach

8. FY 2007 President & Agency Head Salaries

Section II – Finance

1. Boise State University – Future Debt Management Plans

2. Boise State University – Capital Project Updates

3. Boise State University – Environmental Science & Policy Center, Project Revision

4. Idaho State University – Purchase of Enterprise Resource Planning (ERP) system

5. University of Idaho – Administration System Hardware/Software Upgrade

6. University of Idaho – Line of Credit – Idaho Research Foundation

7. University of Idaho – Redirect Bond Proceeds

8. University of Idaho – Athletic Promotions, Sponsorships & Corporate Rights Contract

9. University of Idaho – Water Center Operating Agreement Amendment, UI & IDWR

10. Lewis-Clark State College – Residence Hall Management Agreement

11. Lewis-Clark State College – Bookstore Contract

12. Amendment of Board Policy V.R.-Establishment of Fees – 1st Reading (Deferred from April, 2006 Agenda)

13. Reconsideration of Decision on Community College Funding

14. FY07 Student Health Insurance

    a. Idaho State University

    b. University of Idaho

    c. Lewis-Clark State College

15. FY07 Intercollegiate Athletic Reports

16. Approval of FY07 Operating Budgets

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17. FY08 Budget Request Guidelines

18. University of Idaho – Settlement Agreement

DEPARTMENT OF EDUCATION

A. Superintendent's Report

B. Adequate Yearly Progress Accountability Procedures

C. Professional Standards Commission Reappointments and Appointments

D. Appointments to the Idaho State Curricular Materials Selection committee

E. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Buhl

F. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Caldwell

G. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Dietrich

H. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Kellogg

I. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: McCall-Donnelly

J. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Meadows Valley

K. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Moscow

L. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Mountain Home

M. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Salmon

N. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Twin Falls

O. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Valley

P. Appeal and Waiver of 110% Cap Pupil Transportation Funding Formula: Wendell

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Q. Revisions to IDAPA 08.02.02, Rules Governing Uniformity: New School Bus Standards and Reimbursement Matrix

R. Proposal to Divide Grangeville Joint School District No. 241

S. Praxis II Assessment Requirements for Teacher Certification: #0014: Elementary Education: Content Knowledge

T. Praxis II Assessment Requirements for Entry into Alternative Routes for Idaho Exceptional Child Certificate

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 April 20-21 as submitted.

3. Rolling Calendar

   BOARD ACTION

   To approve June 14-15, 2007 as the date and North Idaho College as the location for the June 2007 regularly scheduled 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

DRAFT MINUTES
STATE BOARD OF EDUCATION
April 20-21, 2006
Whitewater/Clearwater Room
University of Idaho
Moscow, Idaho

A regular meeting of the State Board of Education was held April 20-21, 2006 in the Whitewater/Clearwater Room of the University of Idaho in Moscow, Idaho. President Rod Lewis presided. Members present were:

Rod Lewis, President
Milford Terrell, Secretary
Blake Hall
Sue Thilo
Laird Stone, Vice President
Paul Agidius
Karen McGee
Marilyn Howard, State Superintendent

EXECUTIVE SESSION

M/S (Hall/McGee): To move into executive session, pursuant to Idaho Code Section 67-2345(1), on April 20, 2006 at 8:00 a.m. *A roll call vote was taken; motion carried unanimously.*

M/S (Lewis/Hall): To go out of Executive Session at 9:00 a.m. and move into Open Session. *Motion carried unanimously.*

In executive session, the Board (a) considered hiring a public officer, employee, staff member or individual agent; (b) considered the evaluation, dismissal or disciplining of, or complaints or charges brought against a public officer, employee, staff member of individual agent, or public school student; (c) conducted deliberations concerning labor negotiation or to acquire an interest in real property which is not owned by a public agency; (d) considered records that are exempt from public inspection; and, (f) considered and advised its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

OPEN SESSION

Open session was called to order at 9:20 a.m. by Board President Lewis. He acknowledged Paul Agidius' reappointment to the Board. He also recognized Darrell Manning, Laird Noh, and Senator John Goedde who were in the audience.

BOARDWORK

1. Agenda Review

By unanimous consent, the agenda was approved as submitted.

2. Minutes Approval

M/S (Lewis/McGee): To amend the minutes of February 3, 2006, March 28, 2006 and March 31, 2006 to show that Sue Thilo was in attendance. *Motion carried unanimously.*

M/S (Terrell/Agidius): To approve the minutes from February 3, 2006; February 22-23, 2006; March 9, 2006, March 28, 2006; and March 31, 2006, as amended. *Motion carried unanimously.*

3. Rolling Calendar

M/S (Terrell/McGee): To approve April 19-20, 2007 as the date and the University of Idaho as the location for the April 2007 regularly scheduled Board meeting; to approve May 10-11, 2007 as the date and Boise, Idaho as the location for the May 2007 regularly scheduled Board meeting. *Motion carried unanimously.*

OPEN FORUM

Ryan McBride, a student from Idaho State University, addressed the Board concerning student fees. He argued that the near-ten percent fee increases are out-pricing students. He noted that the high tuition increase each year allows the university administrators to put the financial burden on students rather than back on the legislature. He urged a cap on tuition increases so that present and future students can continue to pursue a higher education in Idaho.

Pasang Sherpa, a Nepalese student attending Lewis-Clark State College, spoke to the Board about the impact of fee and tuition increases on international students. She reported that international students often aren't aware that tuition and fees will increase so significantly after they enroll. The increasing costs force many of them to finish their education at other institutions in other states. She urged the Board to reconsider the tuition and fee increase proposed by LCSC.

Mick Sharkey, recipient of the Teacher of the Year award from Parma High School, thanked the Board for the honor and the opportunities that have come with the recognition. He shared about the science program at Parma High School and the achievements the students have been able to enjoy because of the advanced science studies they are able to engage in there. He described a partnership with Northwest Nazarene University that allows Parma High School science students to participate in college level courses. Mr. Sharkey discussed the outstanding accomplishments of other Teacher of the Year recipients nationwide and reported on the work taking place throughout the nation. He encouraged the Board to empower teachers in their role as leaders of change.

The Board congratulated Mr. Sharkey and expressed their appreciation for his outstanding work.

CONSENT AGENDA

M/S (Hall/McGee): To approve the Consent Agenda as presented. *Motion carried unanimously.*

1. BAHR – Section I – Boise State University – New Positions and Changes to Positions

By unanimous consent, the Board approved the request by Boise State University for fifteen (15) new positions supported by appropriated and local funds; and title, term, salary and FTE changes to seven (7) positions.

2. BAHR – Section I – Idaho State University – New Positions and Changes to Positions

By unanimous consent, the Board approved the request by Idaho State University for five (5) new positions (5.0 FTE) and to increase the FTE on one (1) position (0.62 FTE).

3. BAHR – Section I – University of Idaho – New Positions

By unanimous consent, the Board approved the request by the University of Idaho to establish six (6) new positions supported by appropriated and non-appropriated funds.

4. BARH – Section I – Lewis-Clark State College – New Positions

By unanimous consent, the Board approved the request by Lewis-Clark State College to add one (1) new position supported by Auxiliary funds.

5. BAHR – Section II – NCAA Academic Progress Rate (APR) Scores – for Boise State University, Idaho State University and University of Idaho

Information item only.

6. BAHR – Section II – Idaho State University – Computer Systems Update

Information item only.

7. PPGAC – Alcohol Permits Issued by University Presidents

Information item only.

8. IRSA – Programs Approved by Executive Director – Quarterly Report

Information item only.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Presidents' Council Report

Board member Hall invited the institutions to provide brief updates related to the Presidents Council. Dr. Dene Thomas, Lewis-Clark State College, indicated that the Presidents Council had discussed the format of the report they will draft for the Board that compares similar programs at the institutions. In addition they discussed the issues of access, a statewide community college system and related legislative efforts. President Tim White, University of Idaho, and Dr. Jerry Beck, College of Southern Idaho expressed appreciation to Interim President Mike Gallagher, Idaho State University, for his assistance and participation over the past months. Bill Robertson, Eastern Idaho Technical College, reported that EITC's graduation is May 9th. Dr. Robert Kustra, Boise State University, commended the Board for their work on community colleges and high school redesign.

Board member Hall suggested the Board may want to appoint a study committee to assist the legislature's interim study committee related to community colleges. Board President Lewis took the suggestion under advisement.

2. University of Idaho Progress Report

Dr. Tim White presented the University of Idaho progress report and covered four key topics: (1) review of where the UI was in 2004-2005; (2) the 2005 Plan for Renewal and the 2006 Strategic Action Plan; (3) alignment of national observations with UI's recent investment decisions in five multi-disciplinary areas; and (4) the UI students' expression of their appreciation for unique opportunities. Dr. White closed with a DVD presentation highlighting a group of UI students who went to Mississippi to help homeowners clean up the devastation still remaining from Hurricane Katrina. He also recognized the work of Dr. Tom Bitterwolf.

By unanimous consent, the Board agreed to follow the presentation by Idaho Public Television with items one and four of the Instruction, Research, and Student Affairs committee.

3. Idaho Public Television Progress Report (IPTV)

Peter Morrill updated the Board on the significant impact related to the cessation of analog television in 2009. He reported that the mandate from the federal government is for transmitter conversion, translator conversion, and the official shut off of analog television. He indicated that a massive conversion program was presented to the Board in 1999 which included the upgrade of primary transmitters and translators to mandated digital technology. He noted that much of the equipment being replaced in Idaho was installed 20-30 years ago. In closing, Mr. Morrill presented an overview of several award winning productions from the last year, including Moments in Time from the Journals of Lewis and Clark; Dialogue: A Parent Again; Outdoor Idaho: Lewis and Clark Among the Tribes; and Outdoor Idaho: Back to the Past.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS – Item 1

1. A Request by the University of Idaho to Reestablish the College of Art and Architecture

M/S (Terrell/Agidius): To approve the request by the University of Idaho to reestablish the College of Art and Architecture. *Mr. Terrell withdrew his motion in order to bring this under Business Affairs and Human Resources agenda item Tab 9; Mr. Agidius agreed.*

By unanimous consent, the Board agreed to move this item to Tab 9 of the Business Affairs and Human Resources agenda.

President Tim White discussed the request and the steps that had taken place following the State Board of Education request in October 2005 to approve the College of Art and Architecture. He introduced Bill Woolston who was appointed Interim Dean on January 29, 2006.

Dr. White presented four interdependent requests: (1) to establish the College of Art and Architecture; (2) to authorize a Dean; (3) to authorize a student fee increase for students in college; (4) and, to change an existing department name from “Architecture” to “Architecture and Interior Design”.

Dr. White reviewed the remaining task of establishing protocols and unambiguous partnerships for fundraising including finalizing relationships and names and functions among the UI, College of Art and Architecture, UI Foundation, College of Art and Architecture Foundation, and the College of Art and Architecture Dean’s Advisory Board. The target date for completing this task is July 2006.

Dr. White summarized other remaining tasks and the Board discussed the request with Dr. White to clarify various points. Bill Woolston clarified that the name of the college is the College of Art and Architecture; one of the departments within the college is requesting that its name be changed to the “Department of Architecture and Interior Design.”

Board member Terrell asked about outside money coming in to help redesign the college. Dr. White reported that there was no private money in the redesign plan and noted that no fundraising had occurred yet which is why the goal to establish protocols and unambiguous partnerships for fundraising is important.

There was lengthy discussion about lab and professional fees. Dr. White noted that students inside the college would not pay lab fees. Dr. White and Dean Woolston indicated that the professional fee specific to the College of Art and Architecture is one which the students will understand because they are attending a professional college.

Board member Thilo complimented Dr. White for the quality of the plan and the timeliness of getting the work done. She emphasized that fund raising activities must be consistent throughout the statewide system. Dr. White expressed confidence that would be the case. Dr. Howard encouraged Dr. White in his work on the resulting vision.

Board President Lewis asked for clarification on what the Board was being asked to approve in the fee area. Dr. White noted that the fee amount appeared under the Business Affairs and Human Resources agenda. He emphasized that the interdependence of the four requests related to the College of Art and Architecture means that without the approval of the fee, the concept cannot succeed.

Board President Lewis expressed concern about charging professional fees for students pursuing non professional degrees simply because those programs are included in the college. He asked how the professional fee applied to an art student and Bill Woolston explained why the Bachelor of Fine Arts is considered a professional degree.

Board member Hall noted that the Board requested that the University of Idaho have the College of Art and Architecture up and running by Fall 2006 after determining that the action taken by the former Executive Director to disband the College was outside his authority. After further discussion, the Board deferred further discussion on this item until later in the agenda.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS – Item 4

4. National Center for Academic Transformation and University of Idaho Presentation on Mathematics Redesign

Monte Boisen, Jr., Chair, University of Idaho Mathematics Department, presented the Mathematics Redesign report. He provided an overview of concepts from a study conducted by the National Center for Academic Transformation and discussed how they had been incorporated by UI's Polya Math Center to improve student learning. He discussed ways that the innovative techniques could be used in middle and high schools. Following his remarks the Board members briefly toured the center.

Carolyn Jarmon of the National Center for Academic Transformation discussed the work of the Center and various redesign projects throughout the country. She summarized a project involving 30 different institutions which were selected to conduct a rigorous evaluation focused on learning outcomes as measured by student performance and achievement. The resulting 30 course redesigns affected more than 50,000 students each year and produced three million dollars in annual savings while improving student learning outcomes. She suggested that the Board may want to consider the results of the NCAT study when addressing the technology grants.

At this time the Board returned to the Planning, Policy and Governmental Affairs agenda.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (continued)

4. Agency Reports

The agencies under the Board of Education were invited to deliver a brief presentation addressing budget and strategic planning issues.

a. The School for the Deaf and the Blind – Harvey Lyter reported that the Council for the Deaf and the Hard of Hearing nominated ISDB staff member, Rod House, to serve on the Council. He summarized legislation that had passed which impacted Idaho School for the Deaf and the Blind. He discussed the recommendations drafted by the Office of Performance Evaluations and issues raised by the restructuring legislation. He indicated that strides had been made in the utilization of campus facilities and that ISDB was looking at an outreach approach to parents and students statewide. He offered to make that information available to Board members. In response to a question from Dr. Howard, Mr. Lyter reported that most of the blind and visually impaired students are at a significant disadvantage on the ISAT because they can't be accommodated.

b. The Idaho State Historical Society – Steve Guerber summarized critical needs for the Board. He noted that re-accreditation of the Historical Museum is in jeopardy due to the reduction in positions that took place during the FY 2003 cutbacks and the failure to obtain resources necessary for upgrading the preservation of exhibits and processing of artifacts. Mr. Guerber explained that losing accreditation would make it hard to attract exhibits which would ultimately impact funds. He noted that the museum is short four positions. Mr. Guerber discussed the phase two and three needs of the Historical Museum and indicated that a full list of needs would appear in the strategic plan document that is submitted at a later date. He encouraged the Board to support the effort to obtain the necessary resources to address the backlog of needs.

c. The Idaho State Library – Ann Joslin reported that this year the library will become the Idaho Commission for Libraries. Their collection, both print and electronic, are that of a special library and one of their development services. They continue to offer publications to state libraries and the talking book services. Ms. Joslin

explained that libraries need to be able to deliver the information that digital natives need. As a learning organization, they are preparing for the future with a 2020 vision charge.

d. The Division of Professional-Technical Education – Mike Rush summarized the five items the agency identified and their budgetary implications. The five items are: (1) provide ongoing support for the Career Information System (CIS); (2) support needed growth in technical colleges; (3) address critical added cost needs for secondary programs; (4) improve the ability of professional-technical education programs to address critical education reform; and (5) to provide the necessary equipment to meet the International Fire Service Accreditation Congress requirements. In addition, Dr. Rush reported that the U.S. Department of Education had granted Idaho a hard-won waiver saving the state millions of dollars. He thanked the Governor, agency staff, other state officials, and U.S. Education Secretary Spellings for their effort on Idaho's behalf.

e. The Division of Vocational Rehabilitation – Michael Graham discussed the mission of the agency and noted that they are working with an ever increasing number of people coming out of adult and juvenile corrections. As a result, the agency is in the midst of reorganizing services in the Treasure Valley. Various challenges the agency faces in the future include the Tech Assistance program, the Renal Disease program, growth issues that result in the need for additional counselors, the need for job developers and converting to Microsoft. Mr. Graham reported that IDVR has a number of memorandums of understanding to create a synergistic effect in order to apply a vocational rehabilitation model in various settings as a compliment to approaches used by other agencies. He noted that with reductions in other agencies, IDVR has been creative in leveraging resources.

5. Idaho Digital Learning Academy (IDLA): Proposed Rule and Update

M/S (McGee/Stone): To approve the rules for the Idaho Digital Learning Academy, Section 33-55-4, Idaho Code, Duties of the Academy Board of Directors, as submitted. *Motion carried 7-0 (Hall absent during the vote).*

Donna Vakili, Director of the Idaho Digital Learning Academy, made a presentation to the Board. She noted that there had been a 54% enrollment increase this past year and anticipated a similar increase next year. She distributed a packet of materials to the Board which included the list of courses offered last year. She reported that challenges faced by the IDLA include collaboration with local school districts, instructor abilities, cost and the need for adequate funding, growth and quality.

Dr. Vakili summarized the rule that is under consideration. Board member McGee thanked Dr. Vakili and encouraged her to keep the Board informed.

6. Reappointment of State Library Board Member

M/S (Terrell/McGee): To approve the appointment of Sara Staub to the Idaho State Library Board beginning on July 1, 2006 and ending on June 30, 2011. *Motion carried 7-0 (Hall absent during vote).*

7. Legislative Update

By unanimous consent, item 7 was deferred until later in the agenda and the Board moved to item 2 of the Instruction, Research, and Student Affairs agenda.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS – Item 2

2. Experimental Program to Stimulate Competitive Research (EPSCoR) Presentation

Dr. Tim White introduced Dr. Jean'ne Shreeve, Idaho EPSCoR Project Director and Professor of Chemistry at the UI. Dr. Shreeve provided information to the Board. She introduced members of the Idaho EPSCoR Committee present in the audience: Laird Noh, Senator John Goedde, Charles Hatch, Darrell Manning and Kirk Sullivan. A handout was distributed to Board members. Dr. Joseph Daneck, formerly of the National Science Foundation and currently a consultant working with the implementation group of Idaho, made a presentation to the Board. He noted that in 2004, Idaho had one of the top proposals.

There was discussion about the membership of the EPSCoR Committee. Mr. Daneck confirmed that the NSF gives final approval on the membership based on their criterion. Board member McGee directed Board staff, in conjunction with the University of Idaho, Boise State University and Idaho State University, to review the membership qualifications and committee make-up, and to report back to the Board.

Board member Terrell raised a question about why BSU and ISU hadn't been able to apply for an EPSCoR grant. Dr. Shreeve emphasized that every proposal had been developed through the collaborative work of the three institutions. Mr. Daneck noted that the NSF focused on institutions with strong research backgrounds. Dr. Shreeve explained that UI acts as the fiscal agent. Dr. Robert Kustra of Boise State University observed that the historical record provided by Mr. Daneck didn't reflect the growth at BSU and ISU in terms of ability to compete.

Board President Lewis observed that the emotion expressed during the discussion was a result of how the grants are being determined. He noted that the concerns expressed are important for the Board to consider. He urged that there continue to be a fully collaborative spirit in the application of grants.

3. Renewal of Contract with Plato Learning, Inc.

M/S (Stone/Agidius): To approve the first of three one-year optional renewals of the

contract with Plato Learning, Inc., for the period beginning on June 16, 2006 and ending on June 15, 2007. *Motion carried unanimously.*

By unanimous consent the Board deferred item 5 of the Instruction, Research and Student Affairs agenda until later in the agenda. The Board also agreed to defer all items on the Business Affairs and Human Resources agenda in order to take up items 9 and 13 of the Finance section.

BUSINESS AFFAIRS AND HUMAN RESOURCES

Section II – Finance

9. Amendment of Board Policy V.R. – Establishment of Fees – First Reading

By unanimous consent, the Board agreed to defer item 9 until the following day.

Jeff Shinn of the Board office presented this item. He noted it was not necessary to make a decision on item 9 in order to move to item 13, notwithstanding the issue related to UI and fees for current students. He indicated that this item had been back and forth to the financial vice presidents over the past year. Mr. Shinn noted that the proposed amendment would allow the institutions rather than the Board to set self-set fees.

Marilyn Davis of the Board office noted that this policy is for first reading so it won't go into effect until after its final reading. Board member Terrell asked to have this item deferred.

13. FY 2007 Student Fee and Tuition Reports

Jeff Shinn introduced this item.

a. Boise State University

M/S (Lewis/Hall): To approve for Boise State University an overall increase of 7.3% which would include a 4% increase in tuition and all other fees be accepted as presented, so that the total tuition will be $4,154 for full-time students. Further, that the same percentage be applied to the education fees for part-time students. *Motion carried 7-1 (Howard dissenting).*

Amended M/S (Agidius): That the facility fee increase is dropped off at the end of 30 years. *(Motion was withdrawn.)*

Substitute M/S (Howard/Hall): To incorporate the original motion, but eliminate the $150 increase for facilities, for a total of $4,004. *Motion failed 3-5 (Howard, Hall, and Agidius voted Aye).*

Stacy Pearson, Boise State University, discussed the Boise State University fee increase proposal. BSU's final recommendation is for an 8.73% fee increase which would address tuition, technology fee, facilities fees and student activity fees.

Dwight Park Hayes, Boise State University Associated Student Body President and Texie Evans, former ASB Vice President discussed the tuition and fee increases with the Board. They indicated that student recommendations had been considered by the administration. Dr. Kustra commended the student leaders at BSU. In response to a question from the Board, Stacy Pearson noted that carry forward into FY2006 is about $16 million.

Board member Agidius and Hall both expressed concerns that facility fees never seem to go away. Board member Hall pointed out that accessibility remains a concern in terms of increased fees. He noted that over five years, tuition at BSU has increased by 46.4% and facility fees have increased by 55.3%. Dr. Kustra agreed that affordability is an issue, but explained that facilities are needed to keep up with growth. Board President Lewis noted that the Board is careful each year when deciding about tuition and fees because it is responsible to make education accessible.

Dr. Howard made a substitute motion to address the facility fees given the overall increase in that amount over the last five years.

b. Idaho State University

M/S (Hall/Thilo): To approve for Idaho State University a tuition increase of 4% and all the fees accepted as proposed, so that their total increase would be 4.75% in the amount of $4,190. *Motion carried unanimously.*

Ken Prolo, Idaho State University, summarized the process undertaken by Idaho State University to arrive at their tuition and fee request of seven percent. He reviewed the changes to the matriculation and other general education fees, the technology fees, the student activity fees for both full-time and part-time students, and the physician assistant professional fees.

Matt Hobson, outgoing ISU Associated Student Body President, Ryan Sargent, Associated Student Vice President, and incoming Associated Student Body President Will Hopkins discussed student input related to the fee recommendation. They noted that the students are supportive of the recommended fee increase. Dr. Mike Gallagher expressed his appreciation in working with the students and noted that that ISU is agreeable to reducing the fee increase to four percent, and to reducing the activity fees to 4.7%.

Dr. Howard asked about the carry forward amount. Ken Prolo offered to provide that information at a later time.

c. University of Idaho

M/S (Agidius/Stone): To approve for the University of Idaho a matriculation fee increase of 8.5% and a student activity fee increase of 8.5% and all other fees be as presented with the overall fee being $4,249 for a total 7.09% increase. *Motion failed 4-4 (Hall, McGee, Terrell, and Lewis dissenting).*

M (Stone): To approve for the UI a matriculation fee increase of 5.93% for an overall increase of 6.95% and $4,244. *Motion failed for lack of a second.*

M/S (Agidius/Stone): To approve for the UI a matriculation fee increase of 8% and an activity fee increase of 8% for an overall total of 6.67% at $4,232. *(This motion was replaced by a substitute motion).*

Substitute M/S (Howard/Thilo): To approve for the UI a matriculation fee increase of 8.5% with the student activity fee increase remaining as proposed for a total of $4,309. *(This motion was replaced by a second substitute motion.)*

Second Substitute M/S (Lewis/McGee): To increase the UI total fees to $4,200, to be used however the UI wants to direct that amount, which would be a total increase of 5.85%. *Motion carried 5-3 (Howard, Thilo, Agidius dissenting).*

Dr. White noted that University of Idaho has compelling and unique circumstances and that philosophically the students are the last place the University goes to address costs. He indicated that facilities are a need and that faculty salaries are at a crisis point. Also, UI needs the resources to meet their commitment in the interdisciplinary programs and they have an unfunded mandate with the College of Art and Architecture. Dr. White reminded the Board that UI cannot use the matriculation fee to meet certain costs. They have extraordinary leadership costs occurring at the institution due to enormous turnover. Dr. White expressed frustration with the process.

Nancy Dunn, University of Idaho, presented the UI request to the Board and made comparisons to peer group fees. She noted the comparisons provide justification for the UI fee request. She noted that the UI has no contingency reserve.

ASB President Humberto Cerrillo reported that the students support the fee increase and explained that the increase presents an opportunity to change the culture of the campus community and echoed Dr. White's frustration. He urged the Board of Education to support the students by approving the recommended fee increase.

Bob Zumetra, Chair of the Faculty Council, concurred with President White's comments related to the crisis with faculty and staff salaries. He reiterated that there are hidden costs when the institution loses a faculty member. He indicated the process had increased faculty trust towards administration.

Board member McGee asked if there were any one-time costs being addressed and Nancy Dunn noted that the fee increases do not represent one-time fee requests.

Board President Lewis encouraged each institution to remember that the legislative session impacts any decision the Board ultimately makes each year related to fees and tuition. He reiterated that student fees have gone up every year. He noted that the Board appreciated the needs of all the institutions, but it cannot continue to increase the fees by ten percent every year. He suggested it may be better to change the guidelines so that the cap is three-to-four percent. Then it would require a compelling argument to ask for anything more.

Board member Hall pointed out that the matriculation rate at the University of Idaho has increased almost 64% over the past five years. He also noted that the legislature approved increased funds for higher education this past session in recognition of the needs brought forth by the Board and the institutions. He reiterated that the process is well thought out by the Board and emphasized that it is impossible to justify a steady ten percent increase each year.

Board member McGee agreed that once the Board sees what the legislature does, the Board has to respond accordingly.

Board member Agidius made a motion. Board member Stone indicated that he recognized the need for an increase at less than ten percent but greater than four percent.

Board member Stone made a motion but it failed for lack of a second. Board member Agidius made another motion.

Board member Thilo noted that UI is unique and that the Board needs to be responsive to their needs. Dr. Howard expressed her concern about the unique needs of the UI and made a motion reflecting that concern. Board President Lewis and Board member Hall reiterated that all the institutions are unique.

Board President Lewis clarified that the intent of his substitute motion is that it includes all Other Fees except for the professional fees for the College of Art and Architecture, which would be discussed later.

d. Lewis-Clark State College

M/S (Hall/McGee): To approve for LCSC a tuition fee increase of 6%, with the technology fee and activity fee as recommended by the institution, for a total fee of $3,897 at 4.9%. *Motion carried unanimously.*

Dr. Dene Thomas addressed the Board and described the process that Lewis-Clark State College undertook to arrive at a recommended fee increase of six percent. She noted that the yearly cycle of strategic planning was followed. Lori Rasitch, Associated

Student Body President-Elect, addressed the Board and pointed out that LCSC is the lowest priced of the four-year institutions.

Ron Smith, Vice President for Administrative Services at Lewis-Clark State College, explained that LCSC needs to fund their increased growth. Matt Smith, student senator, discussed the strategies and approaches that were used by the students as they collaborated with the administration. He noted it has been a positive experience this year. President Rasitch thanked President Thomas.

e. Eastern Idaho Technical College

M/S (Lewis/McGee): To approve the tuition and fee rates for FY 2007 for Eastern Idaho Technical College as set forth in Tab 13e. *Motion carried unanimously.*

At this time the Board discussed the agenda for the following day and agreed to defer the legislative report (item 7 of the Planning, Policy and Governmental Affairs agenda) until the end of the meeting and to move through the rest of the agenda in order, starting with the Idaho Technology Grant Program funding recommendations (item 5 of the Instruction, Research and Student Affairs agenda). They also agreed to bring back the College of Art and Architecture professional fee issue just prior to moving onto the Department of Education agenda.

By unanimous consent, the Board agreed.

M/S (Hall/McGee): To adjourn for the night at 9:00 p.m. and reconvene at 8:00 a.m. on April 21, 2006. *Motion carried unanimously.*

The Open Session was called to order at 8:10 a.m. by Board President Lewis.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS – continued

5. Idaho Technology Grant Program FY 2007 Grant Funding Recommendations

M/S (Terrell/Agidius): To approve funding for projects as exhibited on the FY 2007 Idaho Technology Incentive Grant Program Proposals document. And, request the institutions to submit additional proposals for the remainder of their allocation. And, request institutions to either focus on using technology to improve instruction or to focus on new technologies with the understanding that the criteria and the process for awarding FY 2008 grants will be reviewed prior to releasing the RFP. *Motion carried unanimously.*

Marilyn Davis presented this item. She noted that the committee reviewing the grants found there was not enough innovation or creativity in the grants last year. This year, the committee requested that institutions either focus on using technology to improve instruction or to focus on new technologies. Proposals were accepted based on merit.

$605,000 was not funded and the committee recommended putting those funds out for another round of RFP's. Board member Terrell encouraged the Board to give clear direction to this committee for next year.

Board President Lewis clarified the motion is to approve the funds listed in Tab 5 and the conditional awards when the conditions have been met that the Committee has imposed. Dr. Howard noted that the conditional on the UI's Improving Middle School Mathematics didn't have a dollar amount. Marilyn Davis explained that the budget figure exceeded the outcomes of that proposal, so the committee chose not to impose a number on it. There was discussion about what the Board was being asked to approve and whether or not to drop this particular line item from the agenda until it is a firm amount attached to it. Board member Hall clarified that the funds cannot be distributed without Board approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES

Section I – Human Resources

1. Boise State University – Men's Head Football Coach Contract

M/S (Hall/McGee): To approve the Employment Contract and Addendum Number 1 (one) to Employment Agreement for Chris Petersen, head football coach at Boise State University. *Motion carried unanimously.*

Board member Terrell presented this item. Dr. Robert Kustra noted that the contract included a provision to reflect the Academic Progress Rate qualifier and that Chris Petersen asked that the APR be increased because he recognized the importance of that factor.

Board President Lewis noted the contract included several alternative payment schemes. Kevin Satterlee explained the compensation package and indicated that BSU's contract with the media outlet specified the amount that can be paid directly to the coach. Board member Hall clarified that the separate commission to receive compensation from the media outlets is consistent with what takes place with other coaches and other institutions, with Board approval. Board member Terrell noted that the Board Office needed the signed contract.

Dr. Howard asked about the potential for a total salary. Kevin Satterlee explained that in an optimum situation, the coach's salary would be in the range of $715,000. Board member Terrell noted that the base salary is $141, 744.

2. Boise State University – New Development Positions

M/S (McGee/Thilo): To approve the request by Boise State University for eight (8) new development positions supported by local funds. *Motion carried unanimously.*

Dr. Kustra introduced Rick Frisch, Vice President of University Advancement. Dr. Kustra explained that the requested positions are funded primarily by local funds. Mr. Frisch

discussed the purpose of the campaign and a handout was distributed for the Board to review. Board member McGee commended BSU for taking this action and made a motion supporting it.

Section II – Finance

1. Boise State University – Chaffee Hall Remodel Project

M/S (Stone/Agidius): To authorize Boise State University to proceed, through the Division of Public Works, with remodeling Chaffee Hall, at a total cost not to exceed $1,025,000, for purposes of addressing deferred maintenance and facility upgrade issues. Revenues are to come from housing reserve funds. *Motion carried unanimously.*

2. Boise State University – Transit Center Project

M/S (Thilo/McGee): To approve a request by Boise State University to construct a Mass Transit Center adjacent to the Student Union Building, at a cost not to exceed $2,200,000, funds to come from a $1.76 million grant from the Federal Transportation Authority and local matching funds in the amount of $440,000 from institutional parking revenue. *Motion carried unanimously.*

Stacy Pearson, Boise State University, explained that this item was presented to the Board at a previous meeting. She noted that this center will connect to the downtown transit center and clarified that the fees approved by the Board yesterday were for the parking deck adjacent to the SUB. This is not part of that deck, but rather across from the SUB.

3. Boise State University – Printing Equipment Lease

M/S (Agidius/Howard): To authorize Boise State University to enter into a five-year lease-contract for a digital color printing press for an amount not to exceed $660,000. *Motion carried unanimously.*

4. Boise State University – Food Service Contract

M/S (McGee/Thilo): To authorize Boise State University to execute a new food service contract following completion of Division of Purchasing procedures, and to authorize the Executive Director of the State Board of Education to approve the final contract before execution by the university, subject to review by the Board's legal counsel. *Motion carried unanimously.*

5. Boise State University – Student Health Insurance Plan Renewal and Report

M/S (Thilo/Hall): To authorize Boise State University to renew the contract with CRM, Inc., to provide student health insurance for 2006-2007, at a rate of $496.00 per full-time semester student. *Motion carried unanimously.*

Stacy Pearson, Boise State University, reported that BSU is seeking approval so that they can publish the rates to the students. The university will re-bid the health insurance contract in the coming year because this contract will expire.

6. Item Pulled from the Agenda

Jeff Shinn noted this item was related to a management contract for a residence hall at Lewis-Clark State College and will be brought to the Board in June for consideration.

7. Community Colleges – General Fund Allocation Process

M/S (Terrell/Hall): To deny this request. *Motion carried 5-3 (Howard, Thilo and Stone dissenting).*

Jeff Shinn presented this item. He noted it had been deferred from the February 2006 meeting. It needs Board approval per legislative intent.

Board member Terrell indicated that the decision regarding the establishment of additional community colleges in Idaho has yet to be decided. He made a motion to deny the request. Board member Hall agreed and clarified that the interim legislative committee will study the community college question over the summer.

President Jerry Beck of College of Southern Idaho reported on the steps taken by the two institutions to reach an agreement. He indicated that North Idaho College President Michael Burke had written a letter in favor of the agreement. Board member Howard disagreed with negating the effort made by CSI and NIC to reach an agreement this year. Board member Stone concurred.

Board member Hall commended the work of CSI and NIC. He suggested that a delay gives the Board time to make sure all the relevant factors have been taken into consideration. He asked the Board's Executive Committee to appoint a subcommittee to meet with CSI and NIC and review the process and agreement. Board President Lewis took his request under advisement.

8. Amendment of Board Policy V.Q. – Deposits and Miscellaneous Receipts – First Reading

M/S (McGee/Agidius): To approve for first reading the revisions to the Idaho State Board of Education Governing Policies and Procedures, Sections V.Q. *Motion carried unanimously.*

9. First Reading to Update Board Policy on the Establishment of Tuition and Fees

M/S (Hall/Agidius): To table the first reading of the Idaho State Board of Education Governing Policies and Procedures, Sections V.R., and refer it back to the Business Affairs and Human Resource committee for further study and review. *Motion carried unanimously.*

Board member Hall expressed appreciation to the Board staff and others who have worked on revising this policy. He noted his discomfort with the language on professional fees and suggested reworking the policy before a first reading so that the final approval of professional fees lies with the Board. Board President Lewis agreed and also noted that the depth and breadth of what is being proposed is expansive and goes beyond professional fees.

Stacy Pearson, Boise State University, discussed the process taken in revising the Board fee policy. She agreed it made sense to review the policy again. She asked the Board to consider more discussion about self-supporting programs.

Board member Hall made a motion to table the item in order to give the Business Affairs and Human Resources committee the opportunity to review and rewrite the policy before bringing the policy back for first reading. Board staff agreed to make sure that the financial VP's had clear directives about what the Board wants addressed.

10. Amendment of Board Policy III.T.4. – Intercollegiate Athletics – First Reading

M/S (Stone/Agidius): To approve for first reading the changes to Idaho State Board of Education Governing Policies and Procedures, Section III.T.4. – Intercollegiate Athletics. *Motion carried 6-0 (Hall and Lewis absent during the vote).*

Jeff Shinn presented this item.

11. Amendment of Board Policy Bylaws – Finance Audit Committee – First Reading

M/S (Agidius/Hall): To approve for first reading the changes to Idaho State Board of Education Governing Policies and Procedures, Bylaws, Section H., Committees of the Board; to revise the name of the Business Affairs and Human Resources Committee to the Finance Committee; and to remove the responsibility of selecting the external auditor. *Motion carried unanimously.*

Jeff Shinn presented this item. He noted that the human resource function will remain with the Finance Committee. Board member Agidius clarified that the process for hiring the auditor, including the cost, would be approved by the Board even though that cost is borne by the individual institutions. Board member Terrell indicated that on second reading he wanted to see other Board policies related to this one for comparison.

12. Federal Funds for Education – Summary Report

M/S (McGee/Agidius): To direct staff to draft a policy relating to the oversight and administration of federal education funds in Idaho, specifically as referenced in Idaho Code 33-110. *Motion carried unanimously.*

Jeff Shinn introduced this item. Board member McGee noted that the Board is the SEA (state educational agency) for the State of Idaho. She explained that written policy would clarify the role and responsibility of the Board and provide checks and balances for housekeeping purposes.

Sandra DeKlotz of the Board Office emphasized that a formalized written procedure that defined expectations would help avoid future confusion. She noted that the Board needed the information in order to provide assurance to the U.S. Department of Education that Idaho is spending down federal funds. Board member McGee reiterated that this motion simply directs Board staff to draft a policy for the Board to discuss and review.

Dr. Howard responded that Idaho Department of Education did not view this action as necessary, appropriate, or clearly discussed with the SDE. She indicated that there had been no clear communication with her staff or with other agencies under the Board about the purpose of gathering the funding information. She emphasized that this effort had major implications for the SDE because most of what appears in the agenda materials falls under the purview of the SDE. She reminded the Board that their role is one of oversight and not micromanaging. Dr. Howard noted that the SDE has no objection to sending quarterly reports on federal funds. She also explained there are no issues with funds returned to the U.S. Department because they come from formula grants and the state has nothing to do with that except to follow the law. Dr. Howard noted that this proposal appeared to require the SDE to get permission prior to writing a grant proposal and then having the grant reviewed by the Board before the SDE could send it. She reiterated that this effort was an attempt to micromanage the responsibilities that the Department is charged to carry out.

Sandra DeKlotz indicated that the information appearing in the agenda was requested from the agencies in December and her understanding is that the agencies were aware of the purpose of requesting the information. Dr. Howard reiterated that the SDE was not notified.

Board member Agidius noted that the motion simply directs staff to draft policies which would define what grants are out and how the funds are flowing. Board member McGee clarified that agencies won't need to ask permission, but simply notify the Board if they are

writing a grant so that the Board is informed. She explained that this was not an attempt to micromanage, but rather an effort to avoid duplication.

Board President Lewis agreed that a draft policy would be beneficial. Dr. Howard agreed to vote for the motion as long as the documents put forth in the agenda are not part of the motion. It was so stated by the Board President.

(Note: Item 13 was handled earlier in the agenda.)

14. Tuition Waiver Reports for Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College

M/S (Thilo/Agidius): To accept the Nonresident Tuition Waiver – Fall, 2005 reports for Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College as presented on pages 5-13 of Tab 14. *Motion carried unanimously.*

Jeff Shinn presented this item. Board President Lewis noted that the waivers at the University of Idaho are substantially higher and asked if UI has examined the total amount. He suggested those funds could bring additional funds to the institution. Dr. White agreed that the figures were worth studying and asked to provide a response at a later time. Jeff Shinn explained that the UI uses the High Tech and Disadvantage fee waivers in unique ways to attract students who might not otherwise come to the UI. They use these waivers to help shape the enrollment policy.

15. FY 2007 Appropriations

Jeff Shinn presented this item noting that several were for information only.

a. Information – Institutions and Agencies

b. Employee Compensation – Information Item

c. Colleges and Universities

M/S (Terrell/Hall): To approve the allocation of the FY 2007 legislative appropriations contained in Senate Bill 1444 and House Bill 844 for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on page 3. The Executive Director is authorized to make technical adjustments as needed. *Motion carried unanimously.*

Jeff Shinn discussed this item and noted that additional detail appears on15c page 3 of the agenda materials. The motion allows the Executive Director to approve technical adjustments if necessary.

d. Community Colleges

M/S (Howard/Hall): To approve the FY 2007 allocation of general funds for community college support as follows: $11,227,300 to the College of Southern Idaho and $10,873,600 to North Idaho College as shown on line 20 of page 3, Tab 15d. *Motion carried 7-1 (Stone dissenting).*

Jeff Shinn noted that based on the action taken earlier, different dollar amounts would go to NIC and CSI. The motion reflects the new numbers.

e. Professional-Technical Education

M/S (Stone/Thilo): To approve the request from the Division of Professional-Technical Education for the allocation of FY 2007 appropriation as detailed in Exhibit A, on page 3-4 of Tab 15e. *Motion carried unanimously.*

f. Promise B Scholarship

M/S (Stone/Thilo): To approve the amount of the Idaho Promise Scholarship, Category B, to be $250 per semester per student ($500 annually) for those current recipients who maintain eligibility and for qualified first year entering students under the age of 22 in the academic year 2006-2007. *Motion carried unanimously.*

It was clarified that the age limit is a statutory requirement.

The Board returned to the Instruction, Research and Student Affairs agenda, item 1 and the discussion of the Art and Architecture fees at this time.

INSRUCTION, RESEARCH AND STUDENT AFFAIRS (return to item 1)

1. University of Idaho – College of Art and Architecture

M/S (Hall/Terrell): To approve the request by the UI to reactivate the reconfigured College of Art and Architecture and to approve the establishment of a professional fee for the following programs within the College: Virtual Technology and Design in addition to the existing approved programs in Architecture and Landscape Architecture; and including appropriate fees for all appropriate years for architecture. *Motion carried unanimously.*

Substitute Motion/S (Howard/Stone): To accept the previous motion in its entirety with the addition of the Studio Arts program for the application of a professional fee. *Motion failed 4-4 (Hall, Terrell, McGee and Agidius dissenting).*

Dr. Tim White focused the Board on the topic of professional fees to be paid by the students attending the College of Art and Architecture. Dr. White submitted modified proposals for the Board's consideration. He explained that the students in the Virtual Technology and Design and the Studio Art programs could be charged professional fees. Bill Woolston explained the reasoning of selecting those two programs and discussed the various credits/courses that would fall into the category of being considered professional, particularly at the upper levels.

Board member Hall clarified that if the course itself is not in the pursuit of a professional degree through the College, but is one that is taken as a requirement for graduation, the student would have to pay a lab fee for periodic courses.

Board member Thilo asked about the rationale for not charging professional fees for first year Art and Architecture students. She suggested UI and the Board may want to revisit that option at some future time.

Board member Terrell noted that in terms of the necessary resources to get the College fully reactivated, the Board and the institution can only do so much. He and Board member Hall suggested that the group of folks who repeatedly expressed strong interest to the Board for the College to be reactivated needed to come forward with resources.

Bill Woolston provided clarification on course/lab fees and noted that a student paying professional fees would not have to pay course or lab fees.

At this time, the Board returned to the Business Affairs and Human Resources agenda, Tab 13c Page 6 and the UI Tuition and Fee Request for the

BUSINESS AFFAIRS AND HUMAN RESOURCES – Section II – Finance – Item 13c

13.c. University of Idaho

M/S (Lewis/Agidus): To approve the Professional Fees for Art and Architecture as follows: a 9.94% increase for fulltime students and an 8.57% increase for part-time students. *Motion carried unanimously.*

During the discussion, Board member Terrell made a unanimous consent motion having to do with what the Board should recognize in terms of the various foundations. Board member Hall objected. He indicated his opposition to the Board recognizing stand-alone foundations. He encouraged the College of Art and Architecture Foundation to work with the UI Foundation in a cohesive manner for the overall benefit of students. Board member Terrell concurred as did the other Board members and he withdrew his unanimous consent motion.

At the conclusion of the vote, Dr. White confirmed for the Board that the four essential points highlighted in his opening presentation had been addressed. The list of four included (1) reactivating the College of Art and Architecture, (2) authorizing the Dean

position, (3) authorizing student fee increases, and (4) changing the name of the existing Department of Architecture to the Department of Architecture and Interior Design to better reflect the departmental composition.

DEPARTMENT OF EDUCATION

Consent Agenda

M/S (Howard/Hall): To approve the following items for the consent agenda: B, C, E, F, G, I, J, K, and L; and to approve the consent agenda.

The motion was amended to exclude item J. *Motion carried unanimously.*

B. Letters of Authorization

By unanimous consent, the Board approved the requests for Letters of Authorization as submitted by the Professional Standards Commission.

C. Professional Standards Commission Nomination

By unanimous consent, the Board approved the recommendation as submitted by the State Department of Education to appoint Mr. Larry Thurgood, to complete the last year of a three-year term on the Professional Standards Commission.

E. Administrative Staff Allowance Waiver Requests

By unanimous consent, the Board approved the requests by Moscow School District #281 and Shoshone Joint School District #312 for additional administrative staff to meet accreditation standards.

F. Weiser Tuition Waiver Request

By unanimous consent the Board approved the request by the Weiser School District Board of Trustees for a waiver of approximately $76.16 per month per student of the tuition to be charged by the Weiser District to the Annex Oregon School District for services to high school students for four years (2006-07, 2007-08, 2008-09, 2009-10).

G. Revisions to IDAPA 08.02.02, Rules Governing Uniformity: Idaho Standards for Initial Certification (incorporated documents)

By unanimous consent, the Board approved the proposed rule amendment to IDAPA 08.02.02, Rules Governing Uniformity, and to approve the proposed standards as submitted and defined in Attachments 2-5 of Tab G.

I. Revisions to IDAPA 08.02.02., Rules Governing Uniformity: Selected Educator General Education Requirements

By unanimous consent, the Board approved the proposed rule amendment to IDAPA 08.02.02, Rules Governing Uniformity, as submitted.

K. Praxis II Assessment for Alternative Routes to Exceptional Child Certificate

By unanimous consent, the Board approved the Professional Standards Commission recommendation that Praxis II #0511: Fundamental Subjects: Content Knowledge be required as an entry requirement for those seeking an Exceptional Child Certificate via the Teacher to New Certification or Content Specialist to Teacher Alternative Routes.

L. Praxis II Assessments for Fundamental Subjects and Middle Level Mathematics

By unanimous consent, the Board approved the Professional Standards Commission recommendation that Praxis II #0511: Fundamental Subjects: Content Knowledge be required for the Exceptional Child Certificate and Praxis II #0069: Middle School Mathematics be required for the Basic Mathematics Endorsement.

Regular Agenda

A. Superintendent's Report

Dr. Howard reported on successes in Idaho's public schools including improved reading test scores and scores for the Direct Writing Exams. Dr. Howard reported that the Idaho Adolescent Literacy Summit will be held in May as a result of a collaborative effort between the Office of the Governor and the State Department of Education. An area of concern nationally is in leadership and the Department has been working with administrators on the strategies necessary for successful teaching practices.

Dr. Howard noted that the legislation related to the accountability plan is an issue the Board needs to address in the future. It will be a topic of interest at the school level related to timelines among other things. Executive Director Dwight Johnson indicated that the Board office plans to bring that item to the Board in June.

Dr. Howard mentioned a letter from a testing company, regarding the Board's RFP that suggests the RFP is written in a way that only the current vendor can qualify. Dwight Johnson explained legal and programmatic staff have reviewed the RFP and are not in agreement with the letter's assertions. The Board office has responded in writing to the testing company and he will forward a copy of that response to Dr. Howard. Board member Hall thanked Dwight Johnson noting he also had concerns related to the assertions in the letter.

D. 2005-2006 Accreditation Summary Report of Districts and Schools

M/S (Howard/Terrell): To approve the 2005-2006 Accreditation Summary Report of Idaho Districts and Schools as amended with today's addition. *Motion carried unanimously..*

Dr. Jana Jones discussed this item and the terms the schools had to meet in order to get accreditation. She provided a list of additional schools that moved from Advised to Approved to the Board. Dr. Jones noted that the schools that are on Advised status have been notified what steps they need to take to be moved off of Advised status. She explained that only when a school is not accredited is there an implication for students. The Department works with the schools to assure that they don't become unaccredited.

At this time, the Board agreed, by unanimous consent to move to the matter of appointing officers for the coming term.

OTHER BUSINSS -- ELECTION OF OFFICERS FOR THE STATE BOARD OF EDUCATION

1. President Elect

M/S (Lewis/Hall): To appoint Laird Stone as President of the Board for the coming year. *Motion carried 7-0 (Stone abstained).*

2. Vice President Elect

M/S (Hall/McGee): To appoint Milford Terrell as Vice President of the Board for the coming year. *Motion carried 7-0 (Terrell abstained).*

3. Secretary Elect

M/S (Thilo/Stone): To appoint Paul Agidius as Secretary of the Board for the coming year. *Motion carried 7-0 (Agidius abstained).*

(Note: At this time Board members Hall and McGee were excused from the meeting in order to catch their plane.)

DEPARTMENTOF EDUCATION AGENDA – Regular Agenda (continued)

H. Revisions to IDAPA 08.02.02, Rules Governing Uniformity: Selected Educator Endorsement Requirements

M/S (Howard/Agidius): To approve the proposed rule amendment to IDAPA 08.02.02, Rules Governing Uniformity, as requested and submitted by the Professional Standards Commission. *Motion carried 6-0 (Hall and McGee absent).*

J. Revisions to IDAPA 08.02.03, Rules Governing Thoroughness: K-12 Content Standards

M/S (Howard/Thilo): To approve the proposed rule amendment to IDAPA 08.02.03, Rules Governing Uniformity, to incorporate by reference the Idaho Content Standards into State Board Rule as submitted. *Motion carried 6-0 (Hall and McGee absent).*
The Board discussed educational standards that will be incorporated by reference instead of rule. The standards will be named content standards instead of achievement standards.

M. Provisional Authorization Certificate

Dr. Jana Jones explained school districts sometimes need to make emergency hires, but educators must have the appropriate certification. The provisional certificate will allow payment to the district in case of an emergency hire.

N. Proposed Rule for IDAPA 08.02.03, Rules Governing Thoroughness: Approval of Performance Standards for Idaho Alternative Assessments

M/S (Howard/Thilo): To approve the Idaho Alternate Assessment student achievement levels and the Idaho Alternate Assessment cut scores as submitted and defined in Attachments N.1 and N2. *Motion carried 6-0 (Hall and McGee absent).*

Dr. Jana Jones explained the Department has been given a positive peer review on Idaho's Alternative Assessment. The state of Idaho is now a model for other states in alternate assessments.

OTHER BUSINESS

Board President Lewis announced that the Board will appoint a committee to look at state funding for existing community colleges.

There being no other business, a motion was made to adjourn.

M/S (Thilo/Stone): To adjourn the meeting at 2:30 p.m. *Motion carried 6-0 (Hall and McGee absent).*

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CONSENT AGENDA
JUNE 14-16, 2006

TAB	DESCRIPTION	ACTION
1	**BAHR-SECTION I BOISE STATE UNIVERSITY** New Positions & Changes to Positions	Motion to approve
2	**BAHR-SECTION I IDAHO STATE UNIVERSITY** New Positions & Changes to Positions	Motion to approve
3	**BAHR-SECTION I UNIVERSITY OF IDAHO** New Positions	Motion to approve
4	**BAHR-SECTION I LEWIS-CLARK STATE COLLEGE** New Positions	Motion to approve
5	**BAHR-SECTION I EASTERN IDAHO TECHNICAL COLLEGE** New Position	Motion to approve
6	**BAHR – SECTION II - FY07 ROOM & BOARD RATES** a. Boise State University b. Idaho State University c. University of Idaho d. Lewis-Clark State College	Information item
7	**BAHR-SECTION II AMENDMENT OF BOARD POLICY** Amendment to Board Policy V.Q- Deposits & Misc. Receipts -2nd Reading	Motion to approve
8	**BAHR-SECTION II AMENDMENT OF BOARD POLICY** Amendment to Board Policy III.T.4 – Intercollegiate Athletics – 2nd Reading	Motion to approve
9	**BAHR SECTION II-CAPITAL PROJECTS OVERVIEW**	Information item

TAB	DESCRIPTION	ACTION
10	**PPGAC -** Alcohol Permits Issued By University Presidents	Information item
11	**IRSA –** HERC FY07 Budget Approval	Motion to approve
12	**IRSA –** Round II - Idaho Technology Grant FY07 Grant Funding Recommendations-Second Round	Motion to approve
13	**IRSA –** Approval of Distribution of Federal Grant Funds for which the Board is the State Education Agency	Motion to approve
14	**IRSA –** Decision Regarding 2006-07 Title IIA – Improving Teacher Quality State Activities Funds	Motion to approve

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

A request by Boise State University to establish new positions and changes in 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

Boise State University requests approval to:

- Create thirty-seven (37) new positions (36.08 total FTE) supported by appropriated and local funds
- Change to FTE of eighteen (18) current positions

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Boise State University is expanding its instructional and support staff in conjunction with the new fiscal year and new appropriation. A majority of the new positions are administrative support in nature, in response to enrollment and workload growth.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University for thirty-seven (37) new positions supported by appropriated and local funds; and title, term, salary and FTE changes to eighteen (18) additional positions.

Moved by _____ Seconded by _____ Carried Yes____ No____

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

NEW POSITIONS

Position Title	Administrative Assistant 1
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$21,445
Funding Source	Appropriated
Area/Department of Assignment	Center for Teaching and Learning
Duties and Responsibilities	Supports director and work of Center.
Justification of Position	Administrative support needed for newly formed Center.

Position Title	IT Support Technician
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$23,982
Funding Source	Local
Area/Department of Assignment	Academic Technologies
Duties and Responsibilities	Provides supervision to testing lab operations and assistance to faculty using the testing center.
Justification of Position	Convert temporary position to permanent to ensure continuity and consistency in Blackboard support.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Technical Records Specialist 1
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$21,445
Funding Source	Local
Area/Department of Assignment	Center for Workforce Training
Duties and Responsibilities	Provides support to Center programs. Coordinates courses, prepares materials, and processes course enrollments.
Justification of Position	Support needed for additional Center programs and Educational Program Managers.

Position Title	Office Specialist 2
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$19,074
Funding Source	Local
Area/Department of Assignment	Accounts Payable
Duties and Responsibilities	Processes vendor data and acts as lead person for running pay cycles to produce checks.
Justification of Position	Convert temporary appointment to permanent status to cover additional workload and assist in continuity.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	IT Support Technician
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$23,982
Funding Source	Local
Area/Department of Assignment	Academic Technologies
Duties and Responsibilities	Provide help desk assistance to users of the Blackboard course management system.
Justification of Position	Convert temporary position to permanent to ensure continuity and consistency in Blackboard support.

Position Title	Printing Offset Technician 3
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$26,957
Funding Source	Local
Area/Department of Assignment	Printing and Graphic Services
Duties and Responsibilities	Sets up, operates and maintains large offset printing presses at the Journey level.
Justification of Position	Additional staff needed to meet current workload and anticipated future print volume.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Printing Copy Center Technician
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$17,160
Funding Source	Local
Area/Department of Assignment	Printing and Graphic Services
Duties and Responsibilities	Handles network printing and copier fleet management for Canyon County Center and BSU West.
Justification of Position	Growing demand for printing services at BSU West and Canyon County require additional staff.

Position Title	Office Services Supervisor 1
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$23,982
Funding Source	Local
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Supervises an office support unit; hires, trains and evaluates support staff; plans, coordinates, and oversees the day-to-day operations.
Justification of Position	Additional staff needed due to reorganization within department.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Financial Technician
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$23,982
Funding Source	Local
Area/Department of Assignment	Administrative Accounting
Duties and Responsibilities	Performs analysis for grant reporting and researches expenditures to ensure compliance.
Justification of Position	Additional staff needed to meet needs as University continues to expand research base.

Position Title	Technical Records Specialist 1
Type of Position	Classified Staff
FTE	.5 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$10,722
Funding Source	Local
Area/Department of Assignment	Division of Extended Studies
Duties and Responsibilities	Provides support services, record maintenance and processing for Distance Education courses.
Justification of Position	New position needed due to additional courses and increased unit workload.

Position Title	Office Specialist 2
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$19,074
Funding Source	Local
Area/Department of Assignment	Electrical Engineering
Duties and Responsibilities	Provides a variety of office support functions.
Justification of Position	Increase in office staff needed to support PhD program.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Web Design Specialist
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$31,720
Funding Source	Appropriated
Area/Department of Assignment	College of Engineering
Duties and Responsibilities	Develops, codes, installs, tests, and debugs Web-based applications. Designs and develops Web pages.
Justification of Position	Permanent position needed to cover volume of web work required to ensure information available to students via the web.

Position Title	Administrative Assistant 1
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 1, 2006
Salary Range	$21,445
Funding Source	Appropriated
Area/Department of Assignment	Chemistry Department
Duties and Responsibilities	Provides administrative support for faculty and students in Chemistry Department.
Justification of Position	Additional support position needed to cover increased workload.

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	July 2, 2006
Salary Range	$23,982
Funding Source	Appropriated
Area/Department of Assignment	Provost
Duties and Responsibilities	Provides administrative support to the Associate Vice President for Academic Planning.
Justification of Position	The Provost's Office has restructured based on task force recommendations to provide improved program leadership and oversight. Administrative Support is needed for Associate VP positions.

Position Title	Administrative Assistant 2
Type of Position	Classified Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$23,982
Funding Source	Appropriated
Area/Department of Assignment	Provost
Duties and Responsibilities	Provides administrative support to the Associate Vice President for Undergraduate Studies.
Justification of Position	The Provost's Office has restructured based on task force recommendations to provide improved program leadership and oversight. Administrative Support is needed for Associate VP positions.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Associate Vice President, Undergraduate Studies
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$110,000
Funding Source	Appropriated
Area/Department of Assignment	Provost
Duties and Responsibilities	Responsible for campus wide leadership and oversight of undergraduate programs and student academic support services.
Justification of Position	The Provost's Office has restructured based on task force recommendations to provide improved program leadership and oversight.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE each
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	2 positions; $45,000 each
Funding Source	Appropriated
Area/Department of Assignment	Educational Technology
Duties and Responsibilities	Provides instruction for Educational Technology courses.
Justification of Position	Convert temporary faculty positions funded by Extended Studies to tenure track positions to retain quality faculty.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE each
Term of Appointment	12 month
Effective Date	July 3, 2006
Salary Range	2 positions; $50,000 each
Funding Source	Appropriated
Area/Department of Assignment	Geosciences
Duties and Responsibilities	Provides instruction for Geosciences courses.
Justification of Position	New tenure track positions required due to department reorganization and goal to provide high quality geophysics PhD program.

Position Title	Interim Instructor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 16, 2006
Salary Range	$40,000
Funding Source	Local
Area/Department of Assignment	College of Applied Technology - Industrial Technology
Duties and Responsibilities	Provides instruction in Welding and Metals Fabrication Technology.
Justification of Position	Position required to cover additional course sections due to industry demands.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Interim Instructor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 16, 2006
Salary Range	$38,000
Funding Source	Local
Area/Department of Assignment	College of Applied Technology - Industrial Technology
Duties and Responsibilities	Provides instruction in Heavy Duty Diesel Technology.
Justification of Position	Position required to cover additional course sections due to industry demands.

Position Title	Associate Dean, Instruction
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$75,000
Funding Source	Local
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Assists the Dean and College in expanding and sustaining high quality education and training programs to meet market place needs.
Justification of Position	Position needed due to reorganization within the College of Applied Technology to meet College's Master Educational Plan.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Research Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$80,000
Funding Source	Local
Area/Department of Assignment	Material Science and Engineering
Duties and Responsibilities	Trains new users, teaches electron microscopy course, provides microscopy services for internal and external users, and participates in writing grant proposals.
Justification of Position	Position needed to support new transmission electron microscope user facility.

Position Title	Joanna “Jody” DeMeyer Endowed Chair
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	August 16, 2006
Salary Range	$100,000
Funding Source	Local – Funds donated as a bequest through the University Foundation
Area/Department of Assignment	Nursing Department
Duties and Responsibilities	Provides instruction, research, faculty mentoring and public service for Nursing courses.
Justification of Position	Additional staff needed to teach in the graduate nursing program.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Special Lecturer
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 30, 2006
Salary Range	$52,000
Funding Source	Local
Area/Department of Assignment	Electrical Engineering
Duties and Responsibilities	Provides instruction for Electrical and Computer Engineering courses.
Justification of Position	Additional instruction staff required for PhD program.

Position Title	Director, Center for Teaching and Learning
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$91,667
Funding Source	Appropriated
Area/Department of Assignment	Provost
Duties and Responsibilities	Coordinates Center activities and works to improve and enhance classroom teaching and student learning.
Justification of Position	New position required to allow the opening of the Center for Teaching and Learning.

Position Title	Head Coach, Swimming and Diving
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$38,000
Funding Source	Local
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Coaches athletic team.
Justification of Position	A swimming and diving program has been recommended for addition in Fall 2006.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Educational Program Manager
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$40,000
Funding Source	Local
Area/Department of Assignment	Center for Workforce Training
Duties and Responsibilities	Plans, organizes, markets and delivers short term employment related and professional development training.
Justification of Position	Position required in order to meet industry needs in Business and Computer Education and Training.

Position Title	Educational Program Manager
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$40,000
Funding Source	Local
Area/Department of Assignment	Center for Workforce Training
Duties and Responsibilities	Plans, organizes, markets and delivers short term employment related and professional development training.
Justification of Position	Position required in order to meet industry needs in Wildland and Structural Firefighting Education and Training.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Coordinator, Student Engagement
Type of Position	Professional Staff
FTE	.75 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$25,880
Funding Source	Local
Area/Department of Assignment	Service Learning Center
Duties and Responsibilities	Coordinate support for students in Service Learning classes.
Justification of Position	Additional staff needed to meet the increasing student participation in the Service Learning program.

Position Title	Manager, Customer Service
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$34,507
Funding Source	Local
Area/Department of Assignment	Student Housing
Duties and Responsibilities	Coordinates customer service. Supervises customer service team and handles issues.
Justification of Position	Position needed to support the management of new and existing student residential properties.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Web Coordinator
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$34,507
Funding Source	Local
Area/Department of Assignment	Student Union and Student Involvement
Duties and Responsibilities	Develops, updates and maintains department web sites.
Justification of Position	A full time web position is needed due to departments' increased use of the web to communicate effectively with students.

Position Title	Coordinator, Distance Education Projects
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$35,000
Funding Source	Local
Area/Department of Assignment	Division of Extended Studies
Duties and Responsibilities	Coordinates major projects and provides on-going faculty course development.
Justification of Position	New position needed due to additional courses and increased unit workload.

Position Title	Manager, Service Center
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	$34,507
Funding Source	Local
Area/Department of Assignment	Bookstore
Duties and Responsibilities	Manages service center for customer computer repairs.
Justification of Position	Additional staff required to implement new service to customers.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Teacher/Coordinator, Electrical Apprenticeship
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	7/2/2006
Salary Range	$51,501
Funding Source	Local
Area/Department of Assignment	Center for Workforce Training
Duties and Responsibilities	Teaches courses and coordinates apprenticeship program.
Justification of Position	Convert temporary position to permanent to meet industry demand.

Position Title	Teacher/Coordinator, Carpentry & Construction
Type of Position	Professional Staff
FTE	0.83 FTE
Term of Appointment	10 month
Effective Date	7/3/2006
Salary Range	$38,859
Funding Source	Local
Area/Department of Assignment	Center for Workforce Training
Duties and Responsibilities	Teaches courses and coordinates apprenticeship program.
Justification of Position	Convert temporary position to permanent to meet industry demand.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

CHANGE IN POSITIONS

Position Title	Graphic Design Specialist
Type of Position	Classified Staff
FTE	.75 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	Additional Funding of $8,773
Funding Source	Local
Area/Department of Assignment	Division of Extended Studies
Duties and Responsibilities	Provides marketing support, creates printed publications, and builds Division website.
Justification of Position	Additional programs and enrollments require additional Graphic Design staff time.

Position Title	Maintenance Craftsman
Type of Position	Classified Staff
FTE	.75 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	Additional Funding of $5,590
Funding Source	Local
Area/Department of Assignment	Student Union and Student Involvement
Duties and Responsibilities	Performs skilled trade duties in the operation, maintenance, and repair of buildings and related facilities and systems.
Justification of Position	Additional maintenance support required for new coffee bar in the Library and new food court in the Interactive Learning Center.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Instruction Assistant
Type of Position	Classified Staff
FTE	.75 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	Additional Funding of $5,330
Funding Source	Local
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Provides instructional support to Horticulture Technology program.
Justification of Position	Additional hours required to maintain growing fields and greenhouses.

Position Title	Director, Childrens Center
Type of Position	Professional Staff
FTE	92 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	Additional Funding of $3,916
Funding Source	Appropriated
Area/Department of Assignment	Childrens Center
Duties and Responsibilities	Directs, develops, and administers all components of the Boise State Childrens Center and its campus child care services.
Justification of Position	The Childrens Center is expanding to offer year round services.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Director, Professional Develop for Academic Affairs
Type of Position	Professional Staff
FTE	.92 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	Additional Funding of $4,560
Funding Source	Appropriated
Area/Department of Assignment	Provost
Duties and Responsibilities	Develops, plans, implements, and directs faculty development programs and activites.
Justification of Position	New initiatives proposed by the Provost require additional staff time.

Position Title	Teacher/Lead Teacher
Type of Position	Professional Staff
FTE	1.0 each
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	12 positions; $57,226 for all
Funding Source	Local
Area/Department of Assignment	Childrens Center
Duties and Responsibilities	Lead Teacher plans and executes activities designed to promote social, emotional, creative, physical, and intellectual growth in children. Teachers assist in these functions.
Justification of Position	The Childrens Center is expanding to offer year round services.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Position Title	Administrative Assistant 1
Type of Position	Classified Staff
FTE	1.0 FTE to 0.83 FTE
Term of Appointment	12 month
Effective Date	July 2, 2006
Salary Range	Less Funding of $3,956
Funding Source	Local
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Provides administrative support for faculty and students within three Applied Technology divisions.
Justification of Position	Reorganization of staff and establishment of new Office Services Supervisor position allow for reduced FTE.

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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
Subsection: 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

(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.)

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY

SUBJECT

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

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Polices & 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:

- thirty (30) new positions (29.5 FTE) supported by state, local and grant funds;
- authorization to increase the FTE on one (1) non-classified position (1.0 FTE), supported by state funds;
- authorization to change the term and increase the FTE on one (1) classified position (1.0 FTE), supported by state funds.

IMPACT

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

STAFF AND COMMENTS AND RECOMMENDATIONS

Idaho State University is expanding its instructional, support staff and athletic (assistant coach) in conjunction with the new fiscal year and new appropriation. Several of the new positions are administrative support in nature, in response to enrollment and workload growth. Additional positions for Idaho State University include manager for the Enterprise Resource Planning project, noted elsewhere in this agenda. Also requested is the expansion to full-time of the ISU Blaine County programs staff position.

Staff recommends approval.

BOARD ACTION

A motion to approve, for Idaho State University, thirty (30) new positions (29.1 FTE), and to increase the FTE on two (2) positions (2.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

NEW POSITIONS
ACADEMIC

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 14, 2006
Salary Range	$48,560
Funding Source	State Funds
Area/Department of Assignment	Mass Communication
Duties and Responsibilities	Teach courses in Public Relations; responsible for the Public Relations track of the Mass Communication curriculum; advise students; research and service.
Justification of Position	To provide full-time faculty support for the Public Relations track of Mass Communication.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 14, 2006
Salary Range	$44,000
Funding Source	State Funds
Area/Department of Assignment	Sociology, Social Work and Criminal Justice
Duties and Responsibilities	Teach undergraduate courses; advise students; participate in community activity and research.
Justification of Position	To provide additional faculty support for continued accreditation compliance.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 14, 2006
Salary Range	$60,000.00
Funding Source	State Funds
Area/Department of Assignment	College of Engineering
Duties and Responsibilities	Teach graduate and undergraduate electrical engineering courses in areas of microelectronics, digital signal processing, microprocessors, analog and digital electronics and communications.
Justification of Position	To provide additional faculty support for accreditation compliance.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 14, 2006
Salary Range	$60,000.00
Funding Source	State Funds
Area/Department of Assignment	College of Engineering
Duties and Responsibilities	Teach graduate and undergraduate civil engineering courses in the areas of geotechnics, hydraulics; and water resources; conduct active sponsored research; perform professional service.
Justification of Position	To provide additional faculty support for accreditation compliance.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Clinical Associate Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	10 month
Effective Date	August 14, 2006
Salary Range	$51,000.00
Funding Source	State Funds
Area/Department of Assignment	Communication Sciences & Disorders and Education of the Deaf (CSDED)
Duties and Responsibilities	Faculty position for new Doctoral (AuD) program in Audiology; teach course work; provide clinical supervision and instruction; direct Cochlear Implant Clinic; provide public service; direct clinical doctoral project.
Justification of Position	To provide additional faculty support for compliance with accreditation requirements.

Position Title	Clinical Assistant Professor
Type of Position	Faculty
FTE	.50
Term of Appointment	12 month
Effective Date	August 14, 2006
Salary Range	$42,500.00
Funding Source	Local Funds
Area/Department of Assignment	Pharmacy Practice and Administrative Sciences
Duties and Responsibilities	Assist with teaching in the Doctor of Pharmacy experiential curriculum in Reno, Nevada; responsible for didactic teaching and developing an active scholarship program.
Justification of Position	To provide additional faculty support for the development of additional experiential teaching sites in Reno, Nevada.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Clinical Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	12 month
Effective Date	August 14, 2006
Salary Range	$85,000.00
Funding Source	Local Funds
Area/Department of Assignment	Pharmacy Practice and Administrative Sciences
Duties and Responsibilities	Assist with teaching in the Doctor of Pharmacy experiential curriculum in Coeur d'Alene; responsible for didactic teaching and developing an active scholarship program.
Justification of Position	To provide additional faculty support for the development of additional experiential teaching sites in Coeur d'Alene.

Position Title	Instructor (2 positions)
Type of Position	Faculty
FTE	2.0
Term of Appointment	9 month
Effective Date	August 14, 2006
Salary Range	$40,000.00
Funding Source	Local Funds
Area/Department of Assignment	College of Business, Management Dept.
Duties and Responsibilities	Teach a series of business core courses in developing communication and critical thinking/problem solving skills.
Justification of Position	To provide additional faculty support for a redesigned core curriculum which added courses that mentor students as they develop professional skills.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY – continued'

Position Title	Lecturer
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	August 14, 2006
Salary Range	$39,000.00
Funding Source	State Funds
Area/Department of Assignment	Physics
Duties and Responsibilities	Teach undergraduate health physics classes, provide departmental service, and work with departmental faculty.
Justification of Position	To provide additional faculty support for reorganization of the department.

OTHER

Position Title	Project Manager/Enterprise Resource Planning (ERP) Implementation
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$115,000.00
Funding Source	Local Funds
Area/Department of Assignment	Information Technology Services
Duties and Responsibilities	Manage the ERP Implementation project; work with the vendor project manager to ensure that project objectives are met; coordinate the implementation, conversion, training and installation of the ERP system; lead the project team, responsible for communication of project tasks, status reports and issues and maintenance of project documentation.
Justification of Position	To provide technical support critical to the successful implementation of an ERP system.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Computer Systems Administrator
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$50,000.00
Funding Source	State Funds
Area/Department of Assignment	College of Engineering
Duties and Responsibilities	Service computer science lab computers and faculty computers; provide maintenance and set up of other engineering lab computers and lab systems.
Justification of Position	To provide additional support for the servicing of the computer science lab computers for compliance with accreditation standards.

Position Title	Physician Assistant
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$56,784
Funding Source	Local Funds
Area/Department of Assignment	Family Medicine
Duties and Responsibilities	Provide family medicine patient care; model and teach Physician Assistant; MD inter-relationship to Family Medicine residents.
Justification of Position	To provide additional support for patient care.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Coordinator, CPSER
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	11 month
Effective Date	July 31, 2006
Salary Range	$44,524.80
Funding Source	Local and Grant Funds
Area/Department of Assignment	College of Education, Intermountain Center for Educational Effectiveness (ICEE)
Duties and Responsibilities	Provide services, workshops, and planning assistance to regional school district/university partnerships; research; conference development/management; organize and support League of Schools.
Justification of Position	To provide additional support for coordinating fifteen Region 5 League of Schools members, serving 56 school districts and 341 schools in Southeastern Idaho.

Position Title	Field Director, Center for Economic Education
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	9 month
Effective Date	August 14, 2006
Salary Range	$18,276.00
Funding Source	Local Funds
Area/Department of Assignment	College of Education, ICEE
Duties and Responsibilities	Present standards-based programming and curriculum to K-12 schools; deliver economic and consumer education to teachers; conduct research; develop grant proposals; complete on-site visits.
Justification of Position	To provide additional support for service to Regions 5 and 6 schools for State Economic Education program.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	PreHealth Advisor
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$36,504
Funding Source	State Funds
Area/Department of Assignment	Health Sciences
Duties and Responsibilities	Advise Health profession students, specifically new freshman, sophomores, and transfer students; act as advisor for the ISU PreHealth Professions Association; manage the prehealth advising office; participate in student recruitment; arrange campus visits by health professional school representatives.
Justification of Position	To provide support staff to maintain stability in prehealth advising for lower division classes.

Position Title	Director of Compliance
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$32,000
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Coordinate and monitor NCAA and Big Sky compliance programs.
Justification of Position	To provide administrative support for compliance with NCAA and Big Sky programs. The duties of this position have been previously performed by a temporary employee.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Video Coordinator
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 20065
Salary Range	$28,000.00
Funding Source	Local Funds
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Supervise and coordinate work-study filmers for practice and games for football, men's and women's basketball, volleyball, and soccer; break down and copy film for head and position coaches and produce highlight tapes for recruiting; coordinate exchange of game film with other institutions and referees; maintain video equipment and supplies.
Justification of Position	To provide additional support for videoing the various athletic venues. The duties of this position have been previously performed by a temporary, part-time employee.

Position Title	Assistant Softball Coach
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$24,000.00
Funding Source	Local Funds
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Recruit student-athletes; assist head coach in developing and maintaining a successful Division 1 program; assist in fundraising activities.
Justification of Position	To provide additional support for an effective softball program.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Assistant Coach, Women's Basketball
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$24,000.00
Funding Source	Local Funds
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Recruit student-athletes; assist head coach in developing and maintaining a successful Division I program; assist in fundraising activities.
Justification of Position	To provide additional support for continuity and stability for a successful basketball program. The duties of this position have been previously performed by a temporary, part-time employee.

Position Title	Assistant Coach, Men's Basketball
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$24,000.00
Funding Source	Local Funds
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Recruit student-athletes; assist head coach in developing and maintaining a successful Division I program; assist in fundraising activities.
Justification of Position	To provide additional support for continuity and stability for a successful basketball program. The duties of this position have been previously performed by a temporary, part-time employee.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Office Specialist 2
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$21,070.40
Funding Source	State Funds
Area/Department of Assignment	Enrollment Planning
Duties and Responsibilities	Assist advisors with office support functions, applying policies and procedures; assist students with inquiries; explain department services; schedule appointments, meetings and make travel arrangements.
Justification of Position	To provide additional clerical support due to the increased number of students being served. The duties of this position are currently performed by a temporary employee.

Position Title	Office Specialist 2
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$19,073.00
Funding Source	State and Local Funds
Area/Department of Assignment	College of Education
Duties and Responsibilities	Act as receptionist; open and distribute mail; order office supplies; prepare materials for workshops, seminars and presentations.
Justification of Position	To provide additional clerical support. The duties of this position are currently performed by a temporary employee.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Office Specialist 2 (2 positions)
Type of Position	Classified
FTE	2.0
Term of Appointment	12 month
Effective Date	June 19, 2006
Salary Range	$19,073.60
Funding Source	Grant Funds
Area/Department of Assignment	Institute of Rural Health
Duties and Responsibilities	Perform a wide range of office support functions using independent judgment in applying existing policies and procedures to complete assignments.
Justification of Position	To provide additional clerical support for ongoing grant funding in Pocatello and Boise. The duties of these positions are currently performed by temporary employees.

Position Title	Customer Service Representative 1
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$19,073.60
Funding Source	Local Funds
Area/Department of Assignment	Mail Center
Duties and Responsibilities	Oversee the customer service window; supervise part-time student employees assigned to the customer service window; complete mail forwarding process; answer telephone.
Justification of Position	To provide additional clerical support to insure that a full-time employee be in the Mail Center at all times.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Office Specialist I (2 positions)
Type of Position	Classified
FTE	1.6
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$12,879.36
Funding Source	Local Funds
Area/Department of Assignment	Dental Science
Duties and Responsibilities	Provide general office support including correspondence, patient charts and billings, deposits, filing, and mail.
Justification of Position	To provide additional support staff for the Pocatello and Boise clinics. The duties of these positions have been previously performed by temporary, part-time employees.

Position Title	Custodian
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$16,099.20
Funding Source	Local Funds
Area/Department of Assignment	Early Learning Center
Duties and Responsibilities	Perform heavy-duty cleaning and maintenance work in assigned areas; remove waste and debris; set up equipment as needed.
Justification of Position	To provide additional custodial support to maintain facility cleanliness to meet child care facility standards.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Custodian
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$16,099.20
Funding Source	Local Funds
Area/Department of Assignment	Housing
Duties and Responsibilities	Heavy-duty cleaning in residence halls and lavatories; clean, sanitize, and polish bath, shower and sink fixtures; dust, clean and wash woodwork, walls, windows; strip, seal, and finish floors.
Justification of Position	To provide additional custodial support The duties of this position have been previously performed by a temporary employee.

CHANGES TO POSITIONS
OTHER

Position Title	Director, ISU Blaine County Programs (PCN 2244)
Type of Position	Non-Classified
FTE	Change from .50 FTE to 1.0 FTE
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$36,920.00
Funding Source	State Funds
Area/Department of Assignment	Continuing Education & Museum
Duties and Responsibilities	Coordinate and develop courses for the Wood River Valley; make arrangements for instructors to teach courses; advise students.
Justification of Position	To provide additional support for courses in the Wood River Valley.

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

Position Title	Administrative Assistant 1 (PCN 3476)
Type of Position	Classified
FTE	Change from .77 to 1.0
Term of Appointment	Change from 9 month to 12 month
Effective Date	August 1, 2006
Salary Range	$26,539.00
Funding Source	State Funds
Area/Department of Assignment	College of Business
Duties and Responsibilities	Prepare correspondence, act as receptionist, answer phones, and other various clerical duties.
Justification of Position	To provide full-time clerical support for the College and Dean's office.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by the University of Idaho for the approval of four new positions and the reactivation of one vacant position.

APPLICABLE STATUTE, RULE, OR POLICY

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

DISCUSSION

The University of Idaho requests approval for:

- four (4) new positions (4.0 Total FTE) supported by appropriated and non-appropriated funds
- the reactivation of one vacant (over 12 months) PCN (1.0 FTE), supported by appropriated funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

The new positions for the University of Idaho are in response to enrollment and workload growth.

Staff recommends approval.

BOARD ACTION

A motion to approve, for the University of Idaho, four (4) new positions and the reactivation of one vacant position.

Moved by _____ Seconded by _____Carried Yes _____ No _____

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

NEW POSITIONS

FACULTY

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 (1560 hours)
Term of Appointment	Academic Year
Effective Date	August 1, 2006
Salary Range	$97,988.80
Funding Source	Appropriated funds
Area/Department of Assignment	Electrical and Computer Engineering
Duties & Responsibilities	Responsible for teaching, research and advising
Justification	New position

OTHER

Position Title	Director, Academic Support Program
Type of Position	Non-faculty Exempt
FTE	1.0 (2080 hours)
Term of Appointment	12 months
Effective Date	July 1, 2006
Salary Range	$43,000.00
Funding Source	Appropriated funds
Area/Department of Assignment	College of Law
Duties & Responsibilities	Responsible for developing and coordinating an Academic Support Program
Justification	New position

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

Position Title	Senior Accountant
Type of Position	Non-faculty Exempt
FTE	1.0 (2080 hours)
Term of Appointment	12 months
Effective Date	May 1, 2006
Salary Range	$60,000.00
Funding Source	Appropriated funds
Area/Department of Assignment	Business and Accounting Services
Duties	Responsible for oversight of university revenue and expenditures
Justification	Reactivation of PCN 7545 (vacant over 12 months)

Position Title	Student Activities Coordinator
Type of Position	Non-faculty Exempt
FTE	1.0 (2080 hours)
Term of Appointment	12 months
Effective Date	July 1, 2006
Salary Range	$35,000.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Idaho Commons and Student Union
Duties & Responsibilities	Responsible for development, implementation and promotion of student activities, programs and leadership endeavors
Justification	New position

Position Title	Team Cleaning Specialist
Type of Position	Classified
FTE	1.0 (2080 hours)
Term of Appointment	12 months
Effective Date	July 1, 2006
Salary Range	$18,220.80
Funding Source	Appropriated funds
Area/Department of Assignment	Teaching and Learning Center
Duties & Responsibilities	Responsible for providing custodial services
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 ten 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 requests approval for:

- three (3) new instructional positions (3.0 FTE) supported by appropriated funds;
- seven (7) other new positions (7.0 FTE) supported by appropriated, grant and local funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

The new positions for Lewis-Clark State College are in response to enrollment and other workload increases.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College to add ten (10) new positions.

Moved _____ Seconded _____ Carried Yes ____ No ____

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE - continued

NEW POSITIONS
INSTRUCTIONAL

Position Title	Division Chair
Type of Position	Professional
FTE	1.0
Term of Appointment	11 months
Effective Date	8/1/2006
Salary Range	$60,000-64,000
Funding Source	Appropriated funds
Area/Department of Assignment	Humanities Division
Duties and Responsibilities	Coordination of Division of Humanities. Budget, leadership, program development, personnel, policy, teaching and advising tasks.
Justification of Position	PCN 7220 was deleted in 8/05 and needs to be reinstated.

Position Title	Associate Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	8/1/2006
Salary Range	$40,000 to 43,000
Funding Source	Appropriated funds
Area/Department of Assignment	Business Technology and Services
Duties and Responsibilities	Teach math and physics classes for the T&I and BTS divisions.
Justification of Position	Reinstatement of Math/Physics position that was lost during the funding position cuts four years ago.

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE - continued

Position Title	Theater instructor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 months
Effective Date	8/1/2006
Salary Range	$32,000
Funding Source	Appropriated funds
Area/Department of Assignment	Humanities
Duties and Responsibilities	Teach 24 credits yearly, advise theater minors, manage theater budget with chair supervision, coordinate student theater productions.
Justification of Position	Teach theater courses for general education and minor.

NEW POSITIONS
OTHER

Position Title	Account Collection Specialist
Type of Position	Classified (pending DHR approval)
FTE	1.0
Term of Appointment	12 months
Effective Date	7/1/2006
Salary Range	$28,000
Funding Source	Appropriated funds
Area/Department of Assignment	Student Health
Duties and Responsibilities	Student insurance, billing, liaison with insurance carrier, liaison with controller's office for SHIP program and reception duties as needed.
Justification of Position	Help coordinate Student Insurance and Billing.

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE - continued

Position Title	Coordinator, Faculty/Student Services
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	7/1/2006
Salary Range	$32,000
Funding Source	Appropriated and Local funds
Area/Department of Assignment	Community Programs
Duties and Responsibilities	Coordination of faculty and student services to programs offered at a distance by the College, Assist DL Director with report and class preparation.
Justification of Position	Increased need for coordination of faculty and students. Enhanced student services to better assist the online community.

Position Title	Recruiter
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	7/1/2006
Salary Range	$15,912.00
Funding Source	Appropriated and Local Funds
Area/Department of Assignment	Community Programs Coeur d'Alene Center
Duties and Responsibilities	Inform North Idaho audiences of LCSC's CdA and Lewiston programs; create and sustain relationship with potential students
Justification of Position	Increase LCSC enrollment in CdA area

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE - continued

Position Title	Technical Records Specialist II
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	July 1, 2006
Salary Range	$24,300
Funding Source	Appropriated Funds
Area/Department of Assignment	Office of Admissions and Marketing Development
Duties and Responsibilities	Administering a comprehensive system of transcript evaluation for domestic and international students and interfacing with on and off campus stakeholders.
Justification of Position	

Position Title	Program Advisor
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	July 1, 2006
Salary Range	$32,000
Funding Source	Appropriated
Area/Department of Assignment	Business Division
Duties and Responsibilities	Advising all business division freshmen, database management, coordination for scheduling information for programs and other duties as assigned.
Justification of Position	Handle excess advising load within the Business Division.

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE - continued

Position Title	Office Specialist 1
Type of Position	Classified
FTE	1.0
Term of Appointment	9 months
Effective Date	July 1, 2006
Salary Range	$21,400
Funding Source	Appropriated
Area/Department of Assignment	Nursing & Health Sciences CDA
Duties and Responsibilities	Provide clerical support for Nursing and Health Sciences and Business and division of Humanities CDA.
Justification of Position	There is a steady and significant amount of office specialist support needed in the CDA office.

Position Title	Coordinator
Type of Position	Exempt
FTE	1.0
Term of Appointment	12 months
Effective Date	July 1, 2006
Salary Range	$22,730
Funding Source	Grant
Area/Department of Assignment	Student Services
Duties and Responsibilities	Provide support to the federally funded CAMP program.
Justification of Position	Meet grants requirements.

INSTITUTION / AGENCY AGENDA
EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

A request by Eastern Idaho Technical College for a new position.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

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

DISCUSSION

Eastern Idaho Technical College requests approval for:

- One (1) new position (1.0 FTE) supported by local funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

The new position for EITC will assist in the business office. Part time positions have been used previously.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Eastern Idaho Technical College for one (1) new position supported by local funds.

Moved by _____ Seconded by _____ Carried Yes_____ No____

INSTITUTION / AGENCY AGENDA
EASTERN IDAHO TECHNICAL COLLEGE — continued

NEW POSITIONS

Position Title	Financial Support Technician
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$19,073
Funding Source	Local Funds
Area/Department of Assignment	Business Office
Duties and Responsibilities	Principal cashier, assist with travel, student fees and other financial transactions in the Business Office.
Justification of Position	Some of the duties of this position are currently accomplished with part-time help. Other duties are to segregate financial functions in the business office to provide more fiscal control.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

2006-2007 Housing - Room and Board Rates

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Policy, Section V. R. 3. b.

DISCUSSION

Boise State University has approved the following room and board rates effective Fall Semester, 2006-2007

Apartments	**2005-2006**	**2006-2007**	**% increase**
University Heights			
1 bedroom	$410	$410	0%
2 bedroom	$470	$470	0%
University Manor			
1 bedroom	$410	$410	0%
2 bedroom	$450	$470	0%
University Park			
Grad unit	$300	$300	0%
2 bedroom	$450	$450	0%
3 bedroom	$590	$590	0%
University Village			
2 bedroom	$575	$575	0%
University Square			
2 bedroom	$680	$680	0%
Other Rentals			
1803 Donald Circle	$693	$700	1%
1809 Donald Circle	$780	$750	-4%

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Residence Halls/Suites	**2005-2006**	**2006-2007**	**% increase**
Meal Plan Number (Double Occupancy in Chaffee A & B wing)			
Plan 1	$4,355	$4,594	5%
Plan 2	$4,355	$4,521	4%
Plan 3	$4,205	$4,452	6%
Plan 4	$3,990	$4,254	7%
Meal Plan Number (Double Occupancy in Chaffee (D wing), Driscoll, Morrison or Barnes Towers)			
Plan 1	$4,829	$5,092	5%
Plan 2	$4,829	$5,019	4%
Plan 3	$4,679	$4,950	6%
Plan 4	$4,464	$4,752	6%
Meal Plan Number (Single Occupancy (Large Single) in Chaffee, A3 wing)			
Plan 1	$5,491	$5,883	7%
Plan 2	$5,491	$5,810	6%
Plan 3	$5,340	$5,741	8%
Plan 4	$5,125	$5,543	8%
Meal Plan Number (Single Occupancy in Chaffee, Driscoll, Morrison or Barnes Towers)			
Plan 1	$5,491	$5,787	5%
Plan 2	$5,491	$5,714	4%
Plan 3	$5,340	$5,645	6%
Plan 4	$5,125	$5,447	6%
Meal Plan Number (Double Occupancy in Keiser or Taylor)			
Plan 1	$4,908	$5,254	7%
Plan 2	$4,908	$5,181	6%
Plan 3	$4,758	$5,112	7%
Plan 4	$4,543	$4,914	8%
Meal Plan Number (Single Occupancy in Keiser or Taylor)			
Plan 1	$5,590	$5,990	7%
Plan 2	$5,590	$5,917	6%
Plan 3	$5,440	$5,848	8%
Plan 4	$5,225	$5,650	8%
University Square Suites (9 month agreement)			
Single Occupancy	$3,292	$3,838	17%*
Single Occupancy (Efficiency Room)	$2,970	$3,493	18%*

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

University Square Suites (12 month agreement)		
Single Occupancy	$5,115	0%
Single Occupancy (Efficiency Room)	$4,657	0%

**Effective 2006-2007 academic year, utilities included in annual fee.*

Definitions:
Meal Plan Option #1: 19 meals per week, 3 each weekday, 2 on Sat and Sun
Meal Plan Option #2: Block Plan - 225 meals + $100/semester in flex dollars
Meal Plan Option #3: Block Plan - 192 meals + $125/semester in flex dollars
Meal Plan Option #4: Block Plan - 160 meals + $175/semester in flex dollars

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed room and board rates, including how they compare with rates in the surrounding community.

BOARD ACTION

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

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection R: Establishment of Fees **October, 2003**

3. Fees Approved by the Chief Executive Officer of the Institution

   b. Student Health Insurance Premiums or Room and Board Rates

      Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the chief executive officer of the institution no later than three (3) months prior to the semester the change is to become effective. The chief executive officer shall report such changes to the Board at its June meeting.

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

2006-2007 Housing Room and Board Rates

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.b.

DISCUSSION

Idaho State University has approved the following room and board rates effective with the Fall Semester, 2006.

	2005-2006	2006-2007	% Increase
Residence Halls			
Room & Board/Double Occupancy:			
Plan A (265 meals/sem + $200 flex/sem)	$5,030		
Plan A (225 meals/sem + $200 flex/sem)		$4,950	(1.62%)
Plan B (215 meals/sem + $175 flex/sem)	4,870		
Plan B (185 meals/sem + $350 flex/sem)		4,950	1.64%
Plan C (165 meals/sem + $150 flex/sem)	4,690		
Plan C (165 meals/sem + $150 flex/sem)		4,700	.21%
Plan D (135 meals/sem + $250 flex/sem)		4,700	0.00%
Room & Board/Single Occupancy:			
Plan A (265 meals/sem + $200 flex/sem)	5,720		
Plan A (225 meals/sem + $175 flex/sem)		5,650	1.24%
Plan B (215 meals/sem + $175 flex/sem)	5,560		
Plan B (185 meals/sem + $350 flex/sem)		5,650	5.73%
Plan C (165 meals/sem + $150 flex/sem)	5,380		
Plan C (160 meals/sem + $150 flex/sem)		5,400	5.73%
Plan D (135 meals/sem + $250 flex/sem)		5,400	0.00%
Suites (monthly)			
Double Occupancy/Schubert Heights	360	400	11.11%
Single Occupancy/Graduate House	340	350	2.94%
Single Occupancy/Studio Suites	380	385	1.32%
Apartment Units (monthly)			
One Bedroom/West Campus	460	470	2.17%
One Bedroom	440	450	2.27%
Two Bedroom/1 bath	525	525	0.00%
Two Bedroom/1½ bath	550	550	0.00%
Two Bedroom/2 bath	570	580	1.75%

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY - continued

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed room and board rates, including how they compare with rates in the surrounding community.

BOARD ACTION

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

INSTITUTION/AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Report to the Board on 2006-2007 housing and dining rates.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.R.3.b.

BACKGROUND

The annual approval process for housing and dining rates at the University of Idaho includes publishing proposed rates in October, holding rate discussions with students in October and November, and forwarding the final approval for the President's approval in mid November. The University seeks to establish the following academic year's housing and dining rates by the end of December to enable time for University Residences to communicate upcoming rate changes to returning and incoming students in a timely manner.

The University's rate proposals build off of a marketing and financial feasibility plan conducted in 1999 and subsequent updates that compare rates to the local market and peer institutions. As a residential campus, the University seeks to offer housing that is integrated with student learning experiences – a type of housing not available in the general market. The University has implemented rates and increases at levels below those suggested by the consultants who conducted the 1999 study. The University's approach to rate setting is to establish charges that: (1) enable University Residences to operate within a balanced budget and recognize increases to fixed cost items such as utility increases and other overhead; (2) allow for further enhancement of academic-themed and general learning communities; and (3) are appropriate when compared to other local housing offerings.

DISCUSSION

The rates approved for the 2006-2007 academic year are detailed in the following pages.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO – continued

2006-2007 Traditional Residence Hall Room and Board Rates

Approved Traditional Residence Hall Room and Board Rates Includes Thanksgiving & Spring Breaks	**Annual Rate**		
	FY07 rates	**FY06 rates**	**Increase**
Double Room and Meal Plan #1 *	$ 6,215	$ 5,887	5.58%
Double Room and Meal Plan #2 *	$ 6,025	$ 5,704	5.63%
Double Room and Meal Plan #3 *	$ 5,733	$ 5,424	5.71%
Targhee Hall Double Room and Targhee Meal Plan*	$ 5,962	$ 5,641	5.69%
Steel House Coop - Double Room/ Coop Meal Plan*	$ 4,976	$ 4,677	6.38%
Single Room and Meal Plan* #1	$ 7,615	$ 7,287	4.51%
Single Room and Meal Plan* #2	$ 7,425	$ 7,104	4.52%
Single Room and Meal Plan* #3	$ 7,133	$ 6,824	4.54%
Targhee Hall Single Room and Targhee Meal Plan	$ 7,362	$ 7,041	4.56%
Steel House Coop – Single Room/ Coop Meal Plan	$ 6,376	$ 6,077	4.91%
McConnell Hall: (Additional Charge)	$ 100	$ 100	0%

*Rates do not include tax. The meal plan portion only, of the Room and Board Rates, is taxed.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

2006-2007 Living Learning Community Package Rates

Approved Living Learning Community Package Rates
Includes Thanksgiving, Winter & Spring Breaks

	Annual Rate		
	FY07 rates	FY06 rates	Increase
LLC Upper-Division Double w/$1,050 Dining*	$ 5,172	$ 4,848	6.68%
LLC Upper-Division Super Double w/$1,050 Dining*	$ 5,422	$ 5,098	6.36%
LLC Upper-Division Single w/$1,050 Dining*	$ 6,572	$ 6,248	5.19%
LLC Upper-Division Super Single w/$1,050 Dining*	$ 6,822	$ 6,498	4.99%
LLC Freshmen Double w/Traditional Meal Plan III*	$ 6,333	$ 5,974	6.02%
LLC Freshman Super Double w/Traditional Meal Plan III*	$ 6,583	$ 6,224	5.78%
LLC Freshman Single w/Traditional Meal Plan III*	$ 7,733	$ 7,374	4.88%
LLC Freshmen Super Single w/Traditional Meal Plan III*	$ 7,983	$ 7,624	4.72%

*Rates Do Not include tax. The Dining portion only is subject to state sales tax.

The Freshman Living Learning Community Package includes Traditional Meal Plan III which is $2,211* for the Academic Year, Fall & Spring semesters (before tax) which can be upgraded. The Living Learning Community Package (non-Freshman) includes $1,050 (before tax) Dining per semester, which can be upgraded.

Liquidated Damages charge from $6 per day (Minimum $400; Maximum $1,100) to $10 per day (Minimum $660; Maximum $1,800), to reflect the current rates.

No change to the Living Learning Community Traditional Residence Hall Deposit of $250 .

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

2006-2007 Monthly Apartment Rates 2 Tier Plan

I. 12 MONTH AGREEMENT Approved Apartment Rates	FY06 Rate Per Month	FY07 Rate Per Month	Percentage Increase	Dollar Increase
Graduate Student Residence # B	$ 499	$ 509	2.00%	$ 10
Graduate Student Residence #C	$ 481	$ 491	2.08%	$ 10
South Hill Apartments: 1 Br.	$ 489	$ 499	2.04%	$ 10
South Hill Apartments: 2 Br.	$ 509	$ 519	1.96%	$ 10
South Hill Apartments: 3 Br.	$ 589	$ 599	1.70%	$ 10
South Hill Vista: 2 Br.	$ 559	$ 569	1.79%	$ 10
South Hill Vista: 3 Br.	$ 644	$ 654	1.55%	$ 10
South Hill Vista: 4 Br.	$ 699	$ 709	1.43%	$ 10
Elmwood Apartments: 1 Br. Bsmt	$ 525	$ 535	1.90%	$ 10
Elmwood Apartments: 1 Br.	$ 540	$ 550	1.85%	$ 10
Elmwood Apartments: 2 Br.	$ 699	$ 709	1.43%	$ 10

*<THAN 12 MONTH AGREEMENT II. Approved Apartment Rates	FY06 Rate Per Month	FY07 Rate Per Month	Percentage Increase	Dollar Increase
Graduate Student Residence # B	$ 549	$ 559	1.82%	$ 10
Graduate Student Residence #C	$ 531	$ 541	1.88%	$ 10
South Hill Apartments: 1 Br.	$ 539	$ 549	1.86%	$ 10
South Hill Apartments: 2 Br.	$ 559	$ 569	1.79%	$ 10
South Hill Apartments: 3 Br.	$ 639	$ 649	1.56%	$ 10
South Hill Vista: 2 Br.	$ 509	$ 619	1.64%	$ 10
South Hill Vista: 3 Br.	$ 694	$ 704	1.44%	$ 10
South Hill Vista: 4 Br.	$ 749	$ 759	1.34%	$ 10
***Elmwood Apartments: 1 Br. Bsmt	$ 575	$ 585	1.74%	$ 10
***Elmwood Apartments: 1 Br.	$ 590	$ 600	1.69%	$ 10
***Elmwood Apartments: 2 Br.	$ 749	$ 759	1.34%	$ 10

*Less-than-12-Month Agreement is $50 more per month to offset turnover costs.
**Less Than 12-Month Agreement for Elmwood is only permitted in the event of a student graduating.

Other Apartment Fees, same as previous year, no change
Carpet cleaning charges: Studio unit, $20; 1-bedroom unit, $30; 1-bedroom w/loft and 2-bedroom unit, $40; 3-bedroom unit, $50; 4-bedroom unit, $60. No Change.
There is a $170 Deposit and a $30 non-refundable Apartment Application Processing Fee. No change.

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed room and board rates, including how they compare with rates in the surrounding community.

BOARD ACTION

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

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE

SUBJECT

FY2006-2007 Room and Board Rates for Lewis-Clark State College

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section V.,R.3.b.

BACKGROUND

Informational Item submitted according to Board Policy listed above.

DISCUSSION

Lewis-Clark State College has approved room and board rates for the academic year 2006-2007.

	2005-2006	2006-2007	Change
Residence Halls			
Room & Board/Double Occupancy:			
Room plus Meal Plan A	$4,400	$4,670	+ 6.14%
Room plus Meal Plan B	$4,200	$4,510	+ 7.38%
Room plus Meal Plan C	$4,000	$4,350	+ 8.75%
Room & Board/Single Occupancy:			
Room plus Meal Plan A	$4,910	$5,070	+ 3.26%
Room plus Meal Plan B	$4,710	$4,910	+ 4.25%
Room plus Meal Plan C	$4,510	$4,750	+ 5.32%
Parrish House (Room Only)			
Single Room	$2,500	$2,800	+ 12.00%
Single Room w/o bath	$2,050	$2,300	+ 12.20%
Double Room	$2,050	$2,300	+ 12.20%
Double or Triple w/o bath	$1,685	$1,900	+ 12.76%

IMPACT

Does not apply to this agenda item.

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed room and board rates, including how they compare with rates in the surrounding community.

BOARD ACTION

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

INSTITUTION / AGENCY AGENDA
AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

Second Reading – Amendment to Board Policy V.Q – Deposits and Miscellaneous Receipts Accounts

REFERENCE

March 2005	"Tuition" legislation enacted by Legislature (HB 231)
June 2005	Board approved changes to Section V.R., Establishment of Fees, resulting from passage of the "tuition" legislation.
April 2006	1st Reading of further amendments to policy approved.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.Q.
Idaho State Board of Education Governing Policies & Procedures, Section V.R.
Sections 33-3717 & 33-3717A, Idaho Code

BACKGROUND

First reading was approved by the Board in April 2006. **No changes were made following first reading.**

DISCUSSION

Idaho State Board of Education Governing Policies and Procedures, Section V.Q. needs to be updated to reflect the changes in the Idaho State Board of Education Governing Policies and Procedures, Section V.R. and Idaho Code 33-3317A as it relates to appropriated general education program revenues.

IMPACT

These changes will allow Boise State University, Idaho State University and Lewis-Clark State College to properly define general education, appropriated revenues on deposit with the State Treasurer. The University of Idaho is not included because it does not charge tuition.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve for second reading the revisions to the Idaho State Board of Education Governing Policies and Procedures, Sections V.Q.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

2nd Reading (as approved from 1st Reading)

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: Q. General Education Program – Appropriated Fund Revenue June 2006

Q. General Education Program – Appropriated Fund Revenue

1. General Education Program Revenue

   All of the following fees or charges, as determined by the Board, are deposited into the following accounts and become part of the annual appropriations to the colleges and universities:

   a. Restricted Funds

      (1) Matriculation fee (University of Idaho)

   b. Unrestricted Funds

      (1) Tuition
         (a) Resident Tuition – Full-time and Part-time students
         (b) Nonresident tuition – Full-time and Part-time students

      (2) Professional-Technical Education fee

      (3) Part-time Credit Hour fee

      (4) Western Undergraduate Exchange (WUE) fee

      (5) Graduate fee

      (6) In-service teacher education fee

      (7) Employee/spouse fee

      (8) Federal Morrill Act funds, if appropriated

      (9) Senior citizen fee

      (10) WICHE fee

      (11) Workforce Training Credit Fee

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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: R. Establishment of Fees June 2005

See BAHR Regular Agenda item Tab 12

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

Idaho Statutes

TITLE 33
EDUCATION
CHAPTER 37
MISCELLANEOUS PROVISIONS RELATING
TO STATE INSTITUTIONS OF LEARNING

33-3717. FEES AT THE UNIVERSITY OF IDAHO. (1) The state board of education and the board of regents of the university of Idaho may prescribe fees, but not tuition, for all full-time, resident students enrolled in the university of Idaho.

(2) The state board of education and the board of regents of the university of Idaho may prescribe tuition for:

(a) Nonresident students enrolled in the university of Idaho; or

(b) Resident students enrolled in the university of Idaho who are:

(i) In a professional program, college, school or department approved by the state board of education and the board of regents of the university of Idaho;

(ii) Taking extra studies; or

(iii) Part-time students at the institution.

(3) For purposes of this section, tuition shall be defined as payment for the cost of instruction.

(4) Fees which may be prescribed under this section include matriculation fees, defined as the fees charged to students for all educational costs other than the cost of instruction including, but not limited to, costs associated with the construction, maintenance and operation of buildings and facilities, student services, and institutional support, which are complementary to, but not a part of, the instructional program. The state board of education and the board of regents of the university of Idaho also may prescribe fees for all students for any additional charges, other than payment for the cost of instruction, that are necessary for the proper operation of the institution.

(5) A resident student is a student who meets the residency requirements imposed by section 33-3717B, Idaho Code.

(6) Nothing contained in this section shall prevent the state board of education and the board of regents of the university of Idaho from waiving fees or tuition to be paid by nonresident students, as defined in section 33-3717C, Idaho Code, who are enrolled in the university of Idaho.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

Idaho Statutes

TITLE 33
EDUCATION
CHAPTER 37
MISCELLANEOUS PROVISIONS RELATING
TO STATE INSTITUTIONS OF LEARNING

33-3717A. FEES AT STATE COLLEGES AND UNIVERSITIES OTHER THAN THE UNIVERSITY OF IDAHO. (1) The state board of education may prescribe fees, including tuition fees, for resident and nonresident students enrolled in all state colleges and universities other than the university of Idaho. For purposes of this section, said fees, including tuition fees, may be used for any and all educational costs at the state colleges and universities including, but not limited to, costs associated with:

(a) Academic services;
(b) Instruction;
(c) The construction, maintenance and operation of buildings and facilities;
(d) Student services; or
(e) Institutional support.

The state board of education also may prescribe fees for all students for any additional charges that are necessary for the proper operation of each institution.

(2) A resident student is a student who meets the residency requirements imposed by section 33-3717B, Idaho Code.

(3) Nothing contained in this section shall prevent the state board of education from waiving fees, including tuition fees, to be paid by nonresident students, as defined in section 33-3717C, Idaho Code, who are enrolled in the state colleges and universities.

(4) Nothing contained in this section shall apply to community colleges now or hereafter established pursuant to chapter 21, title 33, Idaho Code, or to postsecondary professional-technical schools now or hereafter established and not connected to or a part of a state college or university.

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INSTITUTION / AGENCY AGENDA

SUBJECT

2nd Reading of Proposed Amendments to Board Policy, Section III.T.4 – Intercollegiate Athletics.

REFERENCE

April 2006 1st Reading of amendments to policy approved.

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 III.T.4.

BACKGROUND

First reading was approved by the Board in April 2006. **No changes were made following first reading.**

DISCUSSION

Board policy needs to be updated in order to reflect the current reporting schedule for the Athletic reports during the calendar year.

IMPACT

No impact.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends updating Board policy to reflect the current schedule of Athletics reporting.

BOARD ACTION

A motion to approve for second reading the changes to Idaho State Board of Education Governing Policies & Procedures, Section III.T.4. – Intercollegiate Athletics.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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2nd Reading (as approved from 1st Reading)

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
Subsection: T. Intercollegiate Athletics June 2006

T. Intercollegiate Athletics

4. Financial Reporting.

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The athletic reports shall contain revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The number and amounts of nonresident tuition waivers and the fund balances as of June 30 of the report year should be included in the report. The general format of the report will be consistent with the format used in recent years. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The institutions will submit the following reports to the Board:

a. At the June Board meeting, the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office.

(1) Actual revenues and expenditures for the fiscal year most recently completed.

(2) Estimated revenues and expenditures for the current fiscal year.

(3) Proposed operating budget for the next budget year beginning July 1.

b. At the December Board meeting, the following fiscal year's financial information will be reported by each institution:

(1) Actual revenues and expenditures for the prior four (4) fiscal years

(2) Estimated revenues and expenditures for the current fiscal year.

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

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.

INSTITUTION / AGENCY AGENDA

SUBJECT

Overview of original seven educational Capital Projects bonded through the Idaho State Building Authority

REFERENCE

June 21, 2001	Board approval of FY 2003 Capital Project requests
June 26, 2003	Board increased project budgets for ISU Rendezvous Building
	Board review of Capital Projects bonded through the Idaho State Building Authority
July 12, 2004	Board approved increase in project budget for ISU Rendezvous Building
August 12, 2004	Board approved bonds for increased budget at ISU Rendezvous Building

APPLICABLE STATUTE, RULE, OR POLICY

House Concurrent Resolution 030 (2003)

BACKGROUND

During the 2003 session, the legislature authorized bond financing by the Idaho State Building Authority (ISBA) for eight building projects throughout the State. Seven of these projects are for higher education.

DISCUSSION

This agenda item is an update on the seven capital facilities projects that have been completed or are currently under construction:

BSU:	West Campus Academic Building	Construction Complete
ISU:	Rendezvous Multi-Use Project	Under Construction
UI:	Teaching and Learning Center	Nearly Complete
LCSC:	Campus Activities Center	Nearly Complete
EITC:	Healthcare Education Building	Just Started
CSI:	Fine Arts Addition	Construction Complete
NIC:	Nursing/Life Sciences/Allied Health Building	Construction Complete

IMPACT

Completion of these facilities statewide will have a significant positive impact upon the teaching and learning process by adding much-needed classroom, faculty offices, student activities and performing arts space on the respective campuses.

INSTITUTION / AGENCY AGENDA - continued

STAFF COMMENTS AND RECOMMENDATIONS

The Rendezvous Multi-Use Project at ISU is still under construction, and the Healthcare Education Building has just started construction. The remaining projects have been completed or are nearly complete.

When these projects are all completed this annual report will cease.

BOARD ACTION

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

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

|||| LEGISLATURE OF THE STATE OF IDAHO ||||
Fifty-seventh Legislature First Regular Session - 2003
IN THE HOUSE OF REPRESENTATIVES
HOUSE CONCURRENT RESOLUTION NO. 30
BY STATE AFFAIRS COMMITTEE

A CONCURRENT RESOLUTION
STATING FINDINGS OF THE LEGISLATURE AND PROVIDING APPROVAL FOR CERTAIN STATE BODIES AND COMMUNITY COLLEGE DISTRICTS TO ENTER INTO AGREEMENTS WITH THE IDAHO STATE BUILDING AUTHORITY TO FINANCE AND DEVELOP OR RENOVATE SPECIFIED FACILITIES LOCATED THROUGHOUT IDAHO.

Be It Resolved by the Legislature of the State of Idaho:

WHEREAS, the Legislature of the State of Idaho has previously authorized some level of funding for eight facilities projects located throughout Idaho; and

WHEREAS, it was necessary to rescind the funding for these projects due to the shortfall in General Fund revenues; and

WHEREAS, the Legislature recognizes the significant immediate economic stimulus that would be provided by proceeding with construction on these projects; and

WHEREAS, the amounts of appropriated and available funds are not sufficient to cover all of the anticipated costs associated with these facilities in a timely manner; and

WHEREAS, North Idaho College in Coeur d'Alene is currently providing health and nursing classes in old donated wooden buildings that will be replaced by a new Allied Health, Nursing and Life Sciences Building; and

WHEREAS, the University of Idaho has been forced to close the classroom center on its Moscow campus that houses 40% of the university's classroom space and will renovate and convert it into a modern Teaching and Learning Center; and

WHEREAS, Lewis-Clark State College in Lewiston currently uses a physical education center that was constructed in 1937 for 368 students and will construct a new physical education center with conference and meeting facilities; and

WHEREAS, Boise State University now has 5,067 students enrolled at BSU Canyon County, with the center filled to capacity, and will construct a new academic building on the BSU West Campus in Nampa; and

WHEREAS, the Idaho State Police now provides training programs for the Department of Correction and Department of Juvenile Corrections and will build a training facility to house those programs in Meridian; and

WHEREAS, the College of Southern Idaho in Twin Falls requires classroom and performance space for speech, music, forensics and the performing arts and will build a Fine Arts Addition to house those programs; and

WHEREAS, Idaho State University will meet its growing requirement in Pocatello for additional classroom space, student services and student housing by using student fees to construct the student services and housing portions of a multiuse facility and funds authorized under this resolution to build a new classroom facility; and

WHEREAS, Eastern Idaho Technical College wishes to help meet the need for trained health care professionals in the Idaho Falls area, and a new health

care education building will be constructed in accordance with policies of the State Board of Education; and

WHEREAS, it is in the best interest of the state and its community college districts for the State Building Authority to finance and provide new facilities for the use of each of the described state bodies and community college districts;

NOW, THEREFORE, BE IT RESOLVED by the members of the First Regular Session of the Fifty-seventh Idaho Legislature, the House of Representatives and the Senate concurring therein, that the Legislature hereby authorizes and provides approval for the Department of Administration and each of the following state bodies and community college districts to enter into agreements with the Idaho State Building Authority, under such terms and conditions as may be reasonable and necessary, to provide for the financing and development of the following described facilities for their respective use:

STATE BODY/DISTRICT	FACILITY	LOCATION
North Idaho College	Allied Health, Nursing & Life Science Bldg.	Coeur d'Alene
University of Idaho	Teaching & Learning Center	Moscow
Lewis-Clark State College	Campus Activity Center	Lewiston
Boise State University	West Campus Academic Building	Nampa
Idaho State Police	Training Facility	Meridian
College of Southern Idaho	Fine Arts Addition	Twin Falls
Idaho State University	Classroom & Multiuse Facility	Pocatello
Eastern Idaho Technical College	Health Care Education Building	Idaho Falls

BE IT FURTHER RESOLVED that this resolution constitutes authorization to enter into agreements required by the provisions of Section 67-6410, Idaho Code, and with respect to facilities provided to the State Board of Education and Board of Regents of the University of Idaho this resolution constitutes the approval required by the provisions of Section 33-3805A, Idaho Code.

Statement of Purpose / Fiscal Impact

STATEMENT OF PURPOSE

RS13246

This resolution will authorize and provides approval for the Department of Administration and the state bodies and community college districts listed in this resolution to enter into agreements with the Idaho State Building Authority to provide for the financing and development of the facilities described in this resolution. The authorization in this concurrent resolution for projects for College of Southern Idaho and North Idaho College shall take effect upon the enactment of legislation that empowers community college districts to enter into agreements with the State Building Authority.

FISCAL IMPACT

Each of the amounts listed below are the estimated project costs (not including financing costs) to be paid from the Idaho State Building Authority bonds.

Project
Project Funds
LCSC classroom and campus activity center
$10,868,000
CSI fine arts addition

$5,402,000
UI teaching & learning center
$11,729,000
BSU west campus bldg
$8,655,000
ISU classroom bldg
$12,177,000
NIC nursing/life science bldg
$10,994,000
ISP training academy
$2,286,000
EITC health education bldg
$6,360,000
TOTAL
$68,471,000

Annual rent for the projects to be paid to the State Building Authority from dedicated funds appropriated annually from the Permanent Building Fund will be between $5.25 and $5.75 million per year for twenty years. Facility occupancy costs may come from the General Fund appropriations. These costs are provided on a quarterly basis, beginning with the quarter in which the facility is first occupied. There is no fiscal impact to the General Fund in FY04 for occupancy costs. In subsequent years, occupancy costs for the college and university projects are estimated to be
:
FY05 $583,750 FY06 $939,750 FY07 $872,100

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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 April 2005 Board meeting. Since that meeting, Board staff has received 8 permits from Boise State University, 11 permits from Idaho State University, 10 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 April 2006 through September 2006. The list is attached for the Board's review.

IMPACT

N/A

ATTACHMENTS

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

April 2006 – May 2006

EVENT	LOCATION	DATE (S)
Basque Cuisine – Hemingway's Menu	Culinary Arts	04/12/06
Distinguished Alumni & Top Ten Scholars Banquet	SUB/Jordan Ballroom	04/18/06
"Graduation" Capstone Dinner	Culinary Bldg	04/29/06
Idaho Top Projects for 2006	Caven-Williams Sports Complex	05/11/06
The Pink Martini Program – Ballet Idaho	Morrison Center Main Hall	05/13/06
Kingdom Builders Ball	Jordan Ballroom	05/13/06
The Male Intellect	Morrison Center Main Hall	05/18/06 – 05/21/06
Parrothead Band	Taco Bell Arena	05/25/06

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY

April 2006 – September 2006

EVENT	LOCATION	DATE (S)
Pi Sigma Alpha End of Year Party	Alumni House	04/29/06
Reception/Party	Alumni House	05/05/06
DL Evans Bank, Customer Party	Performing Arts Center Rotunda	05/10/06
2006 Professional Achievement Banquet	Performing Arts Center	05/12/06
Recognition Reception	Alumni House	05/12/06
Wedding & Reception	Performing Arts Center	05/26/06
Wedding & Reception	Performing Arts Center	05/27/06
Boxing Reunion/Reception	Alumni House	06/23/06
Sports Hall of Fame Reception	Sports Medical Center	09/08/06
Idaho Nurse Educators' Conference	Performing Arts Center	09/21/06
Alumni Centennial Dance Party	Performing Arts Center	09/23/06

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO

April 2006 - July 2006

EVENT	LOCATION	DATE (S)
Festival Dance	Amphitheatre – Shattuck Arboretum/ PEB 110	04/27/06
Sigma Nu Reunion	SUB Ballroom	04/29/06
Physics Graduation Party	Bogey's Grill – UI Golf Course	05/13/06
Adult Golf School	Bogey's Snack Bar	05/26/06
Marie Whitesel Private Reception	Prichard Art Gallery	06/09/06
Utility Executive Course Golf Scramble	Golf Course Clubhouse	06/17/06
Opening Night of "I Love You, Your Perfect, Now Change"	Hartung Theatre Lobby	06/22/06
University of Idaho Retirees Association Reception	Hartung Theatre Lobby	06/23/06
Opening Night of "Lend Me A Tenor"	Hartung Theatre Lobby	07/06/06
Opening Night of "A Comedy of Errors"	Hartung Theatre Lobby	07/20/06

APPROVED ALCOHOL SERVICE AT
Lewis Clark State College

April 2006 - July 2006

EVENT	LOCATION	DATE (S)
Alumni Reunion – Welcome Reception	York House	05/26/06

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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SUBJECT

Higher Education Research Council (HERC) FY07 Budget Approval

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W. 3., Higher Education Research Council Policy

BACKGROUND

The Higher Education Research Council (HERC) was allocated $1,440,000 for FY 2007 through the colleges and universities appropriation.

DISCUSSION

The Board office provided HERC with a proposed allocation of funds for FY 2007 for review and recommendation. HERC has reviewed the budget and forwards their recommendation to disburse the FY 2007 allocation as outlined on page 2.

IMPACT

HERC funding is provided each year by the Legislature as part of the college and university lump-sum appropriation and is intended for research activities that will have the most beneficial effect on the quality of education and the economy of the state. The Board allocates funds for research activities to the four-year public institutions (Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College) for the following: Infrastructure, Specific Research, Research Centers, and State Matching Awards. There is also a line item for Administrative Costs for the administration of HERC related activities.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the budget allocations as recommended by HERC.

BOARD ACTION

A motion to approve the FY 2007 HERC Budget Allocation as presented.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

FY 2007 Allocation of HERC Funds

Amount to be Awarded	**Proposed Allocation**
$1,440,000	
Infrastructure Funds	
BSU	$112,500
ISU	$112,500
UI	$180,000
LCSC	$45,000
Total Infrastructure	**$450,000** *
Specific Research Grant Program	*Per Legislative Intent, funding for this category was eliminated in FY99.*
BSU	
ISU	
UI	
LCSC	$0
Matching Award Grants	
NSF-EPSCoR (UI)	$600,000
Total Matching Grants	**$600,000**
Research Centers	
UI Invasive Species & Small Populations Ctr (Final Year of Funding of Three Year Award)	$306,317
Total Research Center	**$306,317**
Administrative Costs	
FY07 Administrative Costs	$83,683
Total Administrative Costs	**$83,683**
Total Budget / Allocation	**$1,440,000**
Under / (Over) Budget	**$0**

*** NOTES & OPTIONS FY07**

Decrease in infrastructure funds by 10% to support costs related to the FY08 RCGP competition process including hiring a temporary employee. Administraive funds not used for competition process will be returned to institutions on a proportional basis during FY 2007.

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

3. Specific funding programs to strengthen research in Idaho.

   The Board recognizes that talent exists on all of the campuses and the importance of permitting competition for research support and initiation funds. Therefore, the Board will use the following criteria in allocating funds for research activities under this policy at the various institutions.

   Additionally, any condition set forth in the legislative appropriation for these research programs must be demonstrably met by the programs and/or projects that are to receive the appropriation.

   a. Infrastructure.

      A portion of the competitive research funding should be distributed to the state's baccalaureate and post-baccalaureate institutions to support their science, engineering and other research infrastructure. Distribution of these funds will be made according to percentages approved by the Higher Education Research Council. These funds should be reserved for library support essential to research, graduate research assistantships, post doctoral fellows, technician support, maintenance contracts, research equipment, competitively awarded summer research support, start up funds for new hires, and incentives to reward faculty for their research achievements.

   b. Specific Research Funding

      Faculty members at the state's baccalaureate and post-baccalaureate institutions will have an opportunity to submit research project proposals for review under this program.

      (1) All projects under this program must demonstrate economic benefit or cost savings for the State.

      (2) A major focus under this program should be start up and seed funds that will assist a principal investigator in competing for external funding.

      (3) Collaborative research projects are encouraged.

      Guidelines for this program will be established by the Higher Education Research Council, will incorporate an out-of-state peer review, and will include an evaluation component for commercial applicability for the benefit of the State.

c. Research Centers.

Many important advances can only be made with the establishment of focused research centers. Centers typically involve at least three faculty members in conjunction with the necessary research equipment and support personnel. The funds needed to establish centers of this type are large and, in all probability, no more than one such center per year should be established in Idaho. Minimal state funding of $250,000 per center per year for at least three years is essential to enable centers to become nationally competitive. This is clearly a minimal amount which should be supplemented by non-state matching funds. Multiple year funding is essential for the establishment of these centers.

d. State Matching Awards.

Under this program state funds would be available to match those awarded by non-state sources by using an external peer review process.

Examples of matching entities for the state matching funds would be:

(1) Federal Agencies
(2) EPSCoR projects e.g., National Science Foundation, National Institute of Health, Department of Energy, National Aeronautics and Space Administration, etc.
(3) Foundations e.g., Murdoc, Northwest Area, Robert Wood Johnson Grants, etc.
(4) Business and Industry
(5) Other

e. Post-Award Accountability

Any project receiving funding through any of the previously described Board sponsored programs will be required to report on its productivity with respect to such items as:

- number of students involved
- number of faculty involved
- external funding earned as a result
- publications in refereed journals
- presentations at professional meetings and conferences
- patents awarded or pending
- economic benefits
- problem resolution

Reporting procedures will be established and administered through the Higher Education Research Council.

SUBJECT

Round II - Idaho Technology Grant Program FY07 Grant Funding Recommendations

REFERENCE

April 2006	The Board approved Round I funding and requested the institutions to submit proposals for the remaining funds in the amount of $605,945.80.

APPLICABLE STATUTE, RULE, OR POLICY

Senate Bill 1187 Appropriations – Colleges and Universities

BACKGROUND

Round I Technology Incentive Grants for FY 07 were reviewed by the Evaluation Committee on March 30th and the Board approved funding in the amount of $965,400. Some of these projects were conditionally approved and institutions were asked to submit additional information before funding was awarded.

The primary criterion that was used to evaluate Round I grants were how new, innovative, more cutting edge technology was being used to improve instruction. Many of the grants that were submitted, but not recommended for funding, focused on improving teaching and learning by using technology that may not have been as innovative. All of the funding was not allocated as a result of this process and the institutions expressed concerns about the initial review. The concerns were related to what criteria were used—the existing criteria that focused on innovative technology or concepts that were introduced as a result of Carolyn Jarmon's presentation at a November 2005 meeting with the institutions which emphasized improving learning through diverse applications of technology (existing and innovative).

DISCUSSION

Grants were solicited from the institutions based on two criteria a) new, innovative technologies as per Round I or b) existing or new technologies to improve instruction, a new criterion for Round II. Round II proposals were evaluated by the Committee on May 25, 2006. The Committee recommended funding for six additional projects in the amount of $605,100. Projects that were conditionally funded in Round I were also reviewed and recommended for funding.

IMPACT

Approving Round II proposals will allocate the remaining $605,100. For FY 07, $1,570,500 will have been allocated with the approval of Round I and Round II.

ATTACHMENT

Attachment 1 – Round II FY07 Idaho Technology Incentive Grant Program Proposals

Boise State University	Page 3
Idaho State University	Page 4
Lewis-Clark State College	Page 5
University of Idaho	Page 6
Attachment 2 – FY07 Summary of Funded Projects	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Staff supports the Evaluation Committee's recommendations as exhibited in the attached document.

BOARD ACTION

A motion to approve funding for projects as exhibited in the Round II FY2007 Idaho Technology Incentive Grant Program Proposals.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Round 2 - FY2007 Idaho Technology Incentive Grant Proposals

	Boise State University Technology Incentive Grant Proposal	$ Amt Funded
T07-001	Idaho Consortium for Interactive Technologies	$46,400.00
T07-002	Improving Instruction with Technology-Enhanced Frequent Low-Stakes Testing	$60,500.00
T07-003	From the Manikin to the Patient: Simulation to Reality	$213,600.00
T07-004*	**Redesigning Bottleneck Courses: Partnering with NCAT**	**$150,500.00**
	BSU totals	$471,000.00
	Total grant funds originally designated for BSU	$471,200.00
	$ distributed among approved proposals at the discretion of BSU	$200.00

*** Proposals from Round 2 to be approved by the Board at the June 2006 Meeting**

Round 2 - FY2007 Idaho Technology Incentive Grant Proposals

	Idaho State University Technology Incentive Grant Proposals	$ Amt Funded
T07-005*	**Integration of E-Portfolios into Health Professions Curricula to Enhance Student Learning**	**$49,100.00**
T07-006	Asynchronous Preprofessional Track in Speech-Language Pathology and Audiology: Year 3	$78,100 00
T07-007	Online Shoshoni Language Resources Project	$32,000 00
T07-008	Physical Therapy Clinical Management eLearning Project	$17,300 00
T07-009	Implementing Computer Technology into the Dental Hygiene Clinical Curriculum	$42,600 00
T07-010	Creation of a New Learning Community by Integration of Breeze, WebCT, Distance Learning, and Smart Screens at ISU	$59,600.00
T07-012	Development of a Software Application for Generating and Assessing Student use of eCases	$16,300.00
T07-013	MOTR: Molecules on the Road	$11,500.00
T07-031*	**CoREV: Writing Program Transformation Through Collaborative Review and Distributed Grading**	**$58,200.00**
T07-032*	**Enhancement of Interdisciplinary Instructional Computing Resources In the Physical Sciences and Engineering**	**$58,600.00**
T07-034*	**Theatre and Dance Department Technology Proposal**	**$22,700.00**
	ISU totals	$446,000.00
	Total grant funds originally designated for ISU	$471,200.00
	$ distributed among approved proposals at the discretion of ISU	$25,200 00

*** Proposals from Round 2 to be approved by the Board at the June 2006 Meeting**

Round 2 - FY2007 Idaho Technology Incentive Grant Proposals

	Lewis Clark State College Technology Incentive Grant Proposals	$ Amt Funded
T07-015	Purchase and Integration of DNA Sequencing Technology for Pedagogical and Undergraduate Research Use at LCSC	$55,675.00
T07-017	Increasing Opportunities for Success in Developmental Mathematics	$27,600.00
T07-018	Metabolic/Pulmonary Evaluation and Testing System	$16,575.00
T07-019	Hands-on Physiology Workstations: an Integrated, Active Learning Solution for Pre-Professional and Core Biology Training at LCSC	$57,200.00
	LCSC totals	$157,100.00
	Total grant funds originally designated for LCSC	$157,100.00

Remaining funding in the amount of $5,150 from Round 1 was distributed to these grants as per instructions from the TIG Evaluation Committee during Round 2.

Round 2 - FY2007 Idaho Technology Incentive Grant Proposals

	University of Idaho Technology Incentive Grant Proposals	$ Amt Funded
T07-021	Enhancing Teaching and Learning with Student Response Systems	$73,100.00
T07-022	Spanish Transition On-Line	$67,100.00
T07-023*	**Improving Middle School Mathematics**	**$57,000.00**
T07-027	New dimensions in online education: Integrating synthetic speech for increased understanding and mastery	$45,400.00
T07-030	Supplementing the Use of Animal Derived Specimens in Lab Component of Course 371	$50,000.00
T07-036*	**WEBfolio System for the Core Discovery Program**	**$85,100.00**
T07-037*	**E-Collaboration Tools to Enhance the Learning Environment**	**$26,400.00**
T07-038*	**Bringing GIS Technologies of the 21st Century into the Classroom**	**$66,000.00**

UI totals	$470,100.00
Total grant funds originally designated for UI	$471,200.00
$ distributed among approved proposals at the discretion of UI	$1,100.00

*** Proposals from Round 2 to be approved by the Board at the June 2006 Meeting**

Round 1 Funding =	$965,400.00
Round 2 Funding =	$605,100.00
TOTAL	$1,570,700.00

FY 2007 IDAHO TECHNOLOGY INCENTIVE GRANT PROGRAM FUNDED PROJECTS

The Idaho Technology Incentive Grant Program focuses on projects that advance the goals and objectives stated in the State Board of Education's 2000-2006 Statewide Strategic Plan. **The purpose of the ITIG is:** To focus on integrating technology into the curriculum; To enhance the rate and quality of student learning; To enhance faculty productivity; and To increase access to educational programs.

Idaho Consortium for Interactive Technologies—BSU

Kenneth Hyde—PI
David Wilkins—Co-PI
$46,400

Powerful interactive technologies are creating new models of instruction that enhance our ability to communicate and collaborate, create and manipulate, model and stimulate, calculate and analyze, and visualize and present, while easing in cost-effective ways the barriers of distance and time. Indeed, new technologies are emerging at a dizzying pace, often from many competing vendors, making it difficult for universities to competently, thoroughly, and rapidly evaluate each technology's potential and cost-effectiveness. One example of such rapidly emerging technology is student-response systems—wireless systems that enable students to vote on multiple-choice questions during lectures and to electronically signal their understanding of concepts as those concepts are being explained, resulting in voting summaries that give both students and instructors formative assessments of the progress of the class. (T07-001)

Improving Instruction with Technology-Enhanced Frequent Low-Stakes Testing—BSU

Peter Agras—PI
Susan Shadle, Shannon Murray—Co-PI
$60,500

Boise State proposes a 1-year project to implement and evaluate a regimen of technology-enhanced Frequent Low-Stakes Testing as a means of improving student success rates, retention rates, student satisfaction, and instructor evaluations, as well as determine the feasibility of integrating such testing into instruction on a larger scale campus-wide. With Frequent Low-Stakes Testing (FLST), students are afforded numerous opportunities to assess their knowledge and skills in a risk-free environment, testing much more frequently than is typical by taking a series of numerous tests distributed throughout the semester. Such tests often carry little or no weight toward determining a student's final grade – hence the term "low stakes." Because of their frequency and low risk, the tests enable both students and instructors to continually monitor student understanding and knowledge, thereby providing opportunities for students to identify their weaknesses and for instructors to adjust teaching methods. (T07-002)

From the Manikin to the Patient: Simulation to Reality—BSU

Rosemary Macy—PI
Dawn Weiler, Lutana Haan, Leslie Rosenkotter—Co-PIs
$213,600

Health-care workers make life and death decisions on a daily basis. Health-care education begins in an on-campus class where skills are demonstrated in a lecture hall. These skills are then practiced in a laboratory where the students work on manikins to learn skills based on normal anatomy and simple situations. Student evaluations indicate dissatisfaction with lecture classes and also indicate a lack of confidence in performing skills with "real" people outside of the campus laboratory. Technology is the answer. The Departments of Nursing, Respiratory Therapy, and Radiologic Science at Boise State University propose to integrate technology across the curriculum in lectures, labs, and clinical facilities with the goal of improving the quality of education, increasing accessibility to current medical information, and utilizing resources more efficiently. (T07-003)

Redesigning Bottleneck Courses: Partnering with NCAT—BSU

Michael Stockstill—PI
Bruce Ballenger, Peter Wollheim—Co-PIs
$150,500

This proposal seeks to improve teaching and learning outcomes in "bottleneck" courses through the creative application of new and existing information technology by applying the models of course design created by the National Center for Academic Transformation (NCAT). "Bottleneck" courses are required courses that are often prerequisites for other upper-division courses or for entrance into program majors. Most, but not all bottleneck courses are large-enrollment, lower-division courses; as a result, they are consistently difficult to get into because of enrollment limits. This proposal seeks to apply the technology solutions, methodology, and course models developed by NCAT to redesign three pilot-project bottleneck courses to increase access, improve quality, and reduce costs, leading to a design process and a model that can be applied to other bottleneck courses. (T07-004)

Integration of E-portfolios into Health Professions Curricula to Enhance Student Learning—ISU
Linda Boyd—PI
Ellen Rogo—Co-PI
$49,100

Physical therapy (PT) students need opportunities to practice the clinical decision making process used when treating patients. Computer technology may be used to simulate patients and therefore provide increased opportunities for students to practice making clinical decisions. Currently, no software exists that simulates patient treatment for physical therapy students. This proposal provides the opportunity to develop technology to improve PT student instruction through the development of simulated comprehensive patient cases. This innovative technology may be easily adapted for use by students in other health professions to practice clinical decision making. (T07-005)

Asynchronous Preprofessional Track in Speech-Language Pathology and Audiology: Year 3—ISU
John Seikel—PI
$78,100
Continuation

This proposal requests funds to complete the third and final year of the Asynchronous Preprofessional Track in Speech-Language Pathology and Audiology. Completion of this coursework and initiation of the Online Preprofessional Program in Speech-language Pathology will provide an avenue for access to individuals in rural Idaho who wish to enter the profession. The Goals of this third year of the project are to pilot test 3 courses developed during the 2005-2006 period, to develop five 16 week courses in the Online Preprofessional Program, to develop the procedures and supporting documentation for initiation of the Online Preprofessional Program in Fall, 2007, to develop an E-Community spanning the coursework that supports personal and professional development of the student, and present the Notice of Intent for the Online Preprofessional Program to the State Board of Education. (T07-006)

Online Shoshoni Language Resources Project—ISU
Christopher Loether—PI
$32,000

The project will focus on Integration of Shoshoni language resources housed and managed by the Shoshoni Language Project at ISU, integration of security models for all of ISU's Shoshoni language resources, creation of extensive reporting services and data exports of current contents of Shoshoni language resources, and the ability to completely management all content through a single location. All this will be accomplished by the creation, development and implementation of the Shoshoni Language Content Management System (SLCMS). These improvements will enhance the students' learning experiences at ISU by improving student access to learning materials and reference resources, and enhancing the current level and quality of electronic instructional materials available. (T07-007)

Physical Therapy Clinical Management eLearning Project—ISU
Jim Creelman—PI
Alexander Urfer—Co-PIs
$17,300

This project is expected to favorably impact on the student learning experience in at least two ways. First, instructional objects developed as part of the project will be available for viewing both in the classroom as part of traditional face-to-face learning and for student ad lib viewing via electronic delivery methods that will enable students to gain additional exposure that has not been previously available to the learning concepts contained within the instructional objects. Second, computer-based presentations, especially animations, are able to depict concepts that are normally hidden from view and that cannot be adequately depicted by traditional two dimensional static illustrations. This project will also serve as a launching vehicle for the development, at ITRC, of a learning object repository (LOR) that can sort, store and make learning objects available in a searchable and standardized format, so that interested, authorized instructors (both on the ISU campus and elsewhere) may obtain, modify and use relevant learning objects for their own instructional purposes, enabling repeated use of the learning objects in a variety of courses and settings. (T07-008)

Implementing Computer Technology into the Dental Hygiene Clinical Curriculum—ISU
Kathleen Hodges —PI
$42,600

This project will enhance the student learning experience related to computerized practice management systems that are transforming dental practices in our state. Dental hygienists must have experience with computer technology used for patient record keeping, business transactions, and integrated technologies. The main goal of this project is to significantly modify the curriculum so that undergraduate students, graduate students, and faculty members will implement computer technology into clinical practice in a face-to-face teaching environment. This experience will enhance the students' knowledge with data entry, review, storage and retrieval consistent with what graduates will encounter upon employment. This curriculum enhancement will attract students to the program and help create a contemporary learning environment to augment instruction. (T07-009)

Creation of a New Learning Community by Integration of Breeze, WebCT, Distance Learning, and Smart Screens at ISU
Nancy Glenn—PI
Dan Ames, Scott Hughes—Co-PIs
$ 59,600

The principal aim of this project is to develop the use of instructional technology to enhance teaching methods and boost student enrollment in the field of geotechnologies. Simultaneously the project will establish a distance learning site to serve students in the broader fields of geosciences and health professions. This project includes establishing

web-based conferencing (Breeze) and web-based support tools (WebCT) to teach classes; establishing a new distance learning classroom; and developing interactive smart-screen technology in the classroom as a demonstration tool. This project will save ISU resources by establishing a shared new teaching community enabled with technology for Geosciences and Health Professions. The quality and advancement of instruction for the health professions will be increased by enabling more professionals from St Lukes, VA, etc to teach and train students. For the geotechnologies, students will have a wider selection of classes, enabling interdisciplinary training in one of the fastest growing fields (Geotechnologies have been named by the U.S. Department of Labor as one of the three top fields for the 21st century and is a $21 billion per year industry). (T07-010)

Development of a Software Application for Generating and Assessing Student use of eCases—ISU

Nancy Devine—PI
$ 16,300

This project proposal describes the development of a process for generating comprehensive computer-based patient cases (eCase) that may be used to assist physical therapy students to practice making clinical decisions regarding patient care. The eCase will contain an extensive amount of patient information that will simulate the information gathered by physical therapists that is used to make clinical decisions about patient care. Once the process for generating an eCase is established, many eCases may be developed for use within many practice areas within physical therapy as well as many other health care professions. Ultimately, the use of eCases has the potential to assist students in physical therapy and other health professional programs improve clinical decision making through discipline specific, and/or multidisciplinary applications. (T07-012)

MOTR: Molecules on the Road—ISU

Marjorie Matocq—PI
$ 11,500

The "MOTR: Molecules On The Road" program is designed to bring a hands-on molecular genetic experience to the students of southeast Idaho. Not only does this require developing technology-based tools for efficient content delivery in ISU classrooms but we must also ensure that high school students receive appropriate pre-college training. A major stumbling block to this, though, is that many high school teachers lack the skills and confidence to present these sophisticated techniques to their students. Here, we seek support to develop a program to empower high school teachers with a series of training modules to teach students fundamental techniques in molecular genetics. These training modules will consist of initial video-based instructions to introduce students to particular techniques followed by live classroom demonstration and the opportunity for students to run molecular genetic experiments themselves. The same videos will be available for use in several undergraduate courses at Idaho State University. (T07-013)

CoREV: Writing Program Transformation Through Collaborative Review & Distributed Grading—ISU

Keith Comer—PI
Stephen Adkison—Co-PI
$ 58,200

The CoREV Project employs new and existing technologies to improve instruction with respect to two needs best met through technology-enhanced solutions: 1) curricular coherence across multiple section writing courses, and 2) consistent evaluation in large-scale writing programs, particularly those with significant percentages of temporary, adjunct, or non-tenure track faculty. This project will develop a new web-based, software application in connection with existing Learning Management System (LMS) infrastructure to transform the process of evaluating student writing in composition courses. Emphasizing a collaborative process in developing course curricula, CoREV directly addresses common student criticisms of composition courses. (T07-031)

Enhancement of Interdisciplinary Instructional Computing Resources in the Physical Sciences and Engineering—ISU

Steven Shropshire—PI
Phillip Cole, Robert Holman, Steven Chiu, Eduardo Farfan, Erdinch Tatar—Co-PIs
$ 58,600

ISU Physics, Chemistry, and Computer Science will collaborate in a two-year project to improve the education of over 3,000 students in classes ranging from introductory to advanced courses. In the first year, innovative technology will be introduced into introductory science classes for interactive learning and improved assistance outside of class. In the second year, a nuclear instrumentation laboratory will be expanded to improve nuclear science and engineering education, to save money, and to increase efficiency. Advanced computing lab development will continue, and additional facilities for education and training in industry-standard software for data analysis and simulations created. (T07-032)

Theatre and Dance Department Technology Proposal—ISU

Melanie Kloetzel—PI
Dienstfrey—Co-PIs
$ 22,700

The Theatre and Dance Department would like to offer technological resources and capabilities competitive with academic programs in Theatre and Dance across the nation. To accomplish this, we proposed a three-year project with three major goals: 1) enhance student learning by strengthening current coursework through technology, 2) create a new focus on technology to attract and retain Theatre and Dance students by developing film, multimedia, and editing courses, and 3) develop online components and online courses for the Goal 6 General Education courses within the department. (T07-034)

Purchase and Integration of DNA Sequencing Technology for Pedagogical and Undergraduate Research Use at LCSC
Jacob Hornby —PI
$55,675

Crime scene investigations and a biology laboratory at Lewis-Clark State College require the same scientific instrumentation – a DNA sequencer. Crime laboratories across the U.S. have a critical need for biologists with hands-on training in cutting edge molecular biology techniques, such as DNA sequencing. This proposal will permit the procurement of a DNA sequencing package from LI-COR Biosciences. (T07-015)

Increasing Opportunities for Success in Developmental Mathematics—LCSC
Laura Bracken —PI
$ 27,600

All two-year and four-year degrees require completion of a college level mathematics class. Math classes are often a huge barrier between students and graduation. More than half of Lewis-Clark State College students enter without the math preparation to succeed in these classes. We expect this lack of preparation to continue. New technology will provide extra help that can mean the difference between success and failure in mathematics classes. An innovative and user friendly software program developed by the Wisconsin Technical Colleges Foundation allows struggling students to get the help they need at a time that is convenient for them. Unlike some of the boring drill programs of the past, this software provides cutting edge remediation. It can assess a student's weak spots and prepare an individualized study program. (T07-017)

Metabolic/Pulmonary Evaluation and Testing System—LCSC
Michael Collins—PI
Clay Robinson, Betsy Van Clief, Marika Botha, Heather Van Mullem, LeeAnn Wiggin—Co-PIs
$ 16,575

Obesity is the second leading cause of preventable death in the United States, after smoking. We have seen a significant increase in the incidence of obesity in children and adults as well as an increase in cardiovascular disease due to inactivity. This grant application will use cutting edge technology and make available to Health, Kinesiology, Fitness, and Nursing students, a metabolic analysis system that will accurately evaluate cardiovascular health and fitness. This system will give students hands-on skill training with the best and latest technology available. (T07-018)

Hands-on Physiology Workstations: an Integrated, Active Learning Solution for Pre-Professional and Core Biology Training at LCSC
Jessica Palmer—PI
Tom Urquhart, Jane Finan—Co-PIs
$ 57,200

This project will equip ten hands-on, state-of-the-art lab workstations with technology designed to investigate human physiology, including the cardiovascular and respiratory systems. Each station includes a Biopac computerized data acquisition system, appropriate transducers (such as blood pressure cuffs), and a laptop computer with customizable educational/analytical software, which can host dozens of interactive activities at different levels of difficulty. This project will give LCSC biology labs parity with peer institutions, and emphasize active learning over rote memorization—a strategy much more appropriate for scientific, medical, and technological fields. (T07-019)

Enhancing Teaching and Learning with Student Response Systems—UI
Lauren Fins, Diane Armpriest, Gustavo Davico, Kathe Gabel, Edwin E. Krumpe, John Marshall, Ronald Robberecht, David Schlater—Co-PIs
$ 73,100

Students may perceive large-enrollment courses as impersonal with difficulties relating to the professor as well as to other students. As a consequence, attendance and completion rates may decline and mastery of the subject matter may be less than in courses with smaller enrollments. Instructors of large-enrollment courses may have difficulty assessing the performance of individual students as well as the class as a whole. Testing and evaluation procedures in large-enrollment classes can also be time consuming and costly. Personal response systems, which are wireless handheld transmitter systems, have great potential to ameliorate many of the disadvantages of large-enrollment classes. These systems allow students to individually participate in lecture presentations, class activities, or examinations; instructors can in turn closely monitor student attitudes, attendance, comprehension, and performance. (T07-021)

Spanish Transition On-Line—UI
Irina Kappler-Crookston—PI
James Reece—Co-PI
$ 67,100

Elementary Spanish language courses serve a campus-wide audience and are routinely oversubscribed. Despite one to three years of previous study in high school, many students are reluctant to make the jump to the intermediate level curriculum. Through the careful integration of web-based course content and individualized computer-assisted activities, we propose to create a hybrid elementary Spanish "transition course" that reduces the number of weekly class hours but uses these hours more effectively to achieve student learning goals. By shifting grammar, vocabulary, and other individualized learning activities to an on-line environment, it will allow instructors to use class

time for interactive and collaborative learning in which students actively produce language. The increased emphasis on communicative language practice in class will in turn lead to a higher quality learning experience for students. (T07-022)

Improving Middle School Mathematics—UI

David A. Thomas—PI
Monte Boisen—Co-PI
$ 57,000

The IMSM Project will develop, deliver, and evaluate two Web-based courses for Idaho's middle school mathematics teachers using existing technologies. IMSM participants will speak and be heard by one another as they write mathematics, explore mathematical models, and discuss classroom implementations of course content, pedagogies, and technologies. They will also practice critical skills using technologies that generate items (as well as complete solutions and hints on parallel items) "on the fly". Simultaneously, powerful research methodologies (e.g., Social Network Analysis) and technologies (e.g., NetMiner II) will be used to study teaching and learning in every course delivered by the project. In terms of web-based teacher enhancement courses, the IMSM Project will re-define the state-of-the-art. (T07-023)

A Third-Dimension in On-Line Learning—UI

Ronald Robberecht—PI
Edwin E. Krumpe—Co-PI
$ 45,400

Research in educational psychology indicates that today's predominantly text-based online learning environment is in direct opposition to the way humans learn most effectively – audio narratives re-enforced with visual elements. Three fundamental obstacles to integrating high quality audio into online learning materials are production time, cost, and poor voice training of instructors. A new technology with extraordinary potential to resolve these three fundamental obstacles is enhanced synthetic speech, which is remarkably human-like in voice quality and expressiveness. Our approach will help students master course material in a challenging interactive learning environment, directly benefit students by integrating technologies into the curriculum to improve teaching and student achievement, and provide a sustainable mechanism to further the use of this technology through the establishment of an instructor working group. (T07-027)

Supplementing the Use of Animal Derived Specimens in Lab Component of Course AVS 371—UI

Dirk Vanderwall—PI
Deborah Olson—Co-PI
$ 50,000

The objective of this proposal is to supplement the use of animal-derived specimens in the laboratory component of AVS 371 by equipping the teaching facilities in the Holm Research Center at the University of Idaho for multimedia instruction, which would allow the use of anatomical dissection software (e.g., CatWorks: Cat Dissection from Science Works, Inc.) in the laboratory curriculum. Equipping the laboratory teaching facilities for multimedia instruction will provide: 1) multimedia computer work stations/software will be available for student use outside of regularly scheduled laboratory periods, which will enhance the rate and quality of student learning by providing students with the opportunity and flexibility to study and review the material at their own pace at times outside of class and 2) having multimedia capability in both the lecture and laboratory components of the course will allow the seamless use of other multimedia resources (e.g., digital movies) in both the lecture and laboratory sections, which will enhance our ability to emphasize the interrelationship between anatomy (taught in the laboratory) and physiology (taught in the lecture). (T07-030)

WEBfolio System for the Core Discovery Program—UI

Wes Chun—PI
David Schlater—Co-PI
$ 85,100

Assessment in higher education is being driven by demands for accountability from legislators, trustees, and accrediting agencies. As colleges and universities ramp up efforts to improve assessment processes and practices, many institutions are adopting technologies to organize, collect, and measure learning outcomes. Electronic portfolios (e-portfolios) are proving to be not only an assessment tool, but also a valuable learning tool. The goal of this project is to apply existing technology (WebCT 6.0) in a new and different way to improve teaching and learning outcomes. Student and teaching portfolios will be designed and implemented in the Core Discovery program of undergraduate general education. Once the pilot project has been fully implemented, the WEBfolio system will serve as a model to other academic programs in an effort to encourage early and late adopter faculty to fully engage in UIdaho's integrated, four-tier system of program assessment. (T07-036)

E-Collaboration Tools to Enhance the Learning Environment—UI

Lori Baker-Eveleth—PI
Robert Stone, Norman Pendegraft—Co-PIs
$ 26,400

The proposed grant will be used to develop student projects for use in an e-collaboration tool (i.e., Microsoft's SharePoint Services), setting-up technology, administration of the technology, and development of specific students' assessments of the e-collaboration and e-portfolios. The introduction of these collaboration tools will be phased, incorporating them first in selected information systems courses to allow these students to experience and learn about the administration and maintenance of these technologies and applications. The grant will result in an enhanced learning experience for students by creating a learning community and facilitating the creation of e-portfolios to store work both inside and outside of the classroom. (T07-037)

Bringing GIS Technologies of the 21st Century into the Classroom—UI

Gail Eckwright—PI

Bruce Godfrey, Eric Delmelle—Co-PIs

$66,000

Over the last decade, the demand for geospatial technologies has undeniably grown. A geographic information system (GIS) is an advanced technology that is used to visualize, analyze, and interpret geographic information. Educators have discovered that by converting tabular data into a mapped format, they create a visual learning tool. Visualizing spatial patterns promotes and encourages inquiry-based learning by providing access to the data behind the pictures. Providing mapping capabilities in a Web browser makes geographic data more accessible, easier to use, and offer numerous opportunities to integrate spatial concepts into various disciplines. Our intention in this grant proposal is to advance geographic knowledge discovery within the classroom by enabling students to use Internet mapping in dynamic and interactive ways to engage them in understanding spatial relationships and landscapes. (T07-038)

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

IN THE SENATE

SENATE BILL NO. 1187

BY FINANCE COMMITTEE

AN ACT

APPROPRIATING MONEYS FOR GENERAL EDUCATION PROGRAMS AT BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY, LEWIS-CLARK STATE COLLEGE, THE UNIVERSITY OF IDAHO AND FOR THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2006; ESTABLISHING AMOUNTS TO BE EXPENDED FOR SYSTEMWIDE PROGRAMS; DIRECTING THE STATE BOARD OF EDUCATION TO COMPLETE THE PROCESS OF ACHIEVING FUNDING EQUITY AMONG IDAHO'S FOUR FOUR-YEAR INSTITUTIONS OF HIGHER EDUCATION; DIRECTING THE STATE BOARD OF EDUCATION TO DEVELOP A STANDARDIZED SYSTEM OF REPORTING TO PROFILE FACULTY WORKLOAD AND PRODUCTIVITY; DIRECTING THE STATE BOARD OF EDUCATION TO PROVIDE A SYSTEM OF REPORTING FACULTY AND STAFF TURNOVER; AND REAPPROPRIATING CERTAIN UNEXPENDED AND UNENCUMBERED BALANCES.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. There is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, and the Office of the State Board of Education the following amount to be expended for the designated programs from the listed funds for the period July 1, 2005, through June 30, 2006:

FOR:	
General Education Programs	$350,113,500
FROM:	
General Fund	$228,934,100
Normal School Endowment Income Fund	3,205,600
Scientific School Endowment Income Fund	2,848,500

University Endowment Income Fund	3,465,500
Unrestricted Current Fund	35,130,800
Restricted Current Fund	76,529,000
TOTAL	$350,113,500

SECTION 2. SYSTEMWIDE PROGRAMS. Of the amount appropriated from the General Fund in Section 1 of this act, an amount not to exceed $75,000 shall be used by the Office of the State Board of Education for systemwide needs; an amount not to exceed $1,600,000 may be used for the mission and goals of the Higher Education Research Council; an amount not to exceed $1,750,000 may be used for the competitive Idaho Technology Incentive Grant Program to foster innovative learning approaches using technology, promote the Idaho Electronic Campus and support Idaho's participation in the Western Governors' Association Virtual University; an amount not to exceed $500,000 may be used for teacher preparation activities associated with Idaho's Comprehensive Literacy Act; and an amount not to exceed $1,300,000 may be used for the Governor's College and University Excellence Initiative.

SECTION 3. FUNDING EQUITY. The Legislature agrees with the State Board of

Education that achieving funding equity among Idaho's four year institutions of higher education is an important goal. The Legislature therefore directs the State Board of Education to complete that process within existing and future appropriations to achieve the base instructional equity and the science and technology adjustment that form the basis of funding equity.

SECTION 4. FACULTY WORKLOAD AND PRODUCTIVITY. It is legislative intent to develop a profile of our four four-year institutions to identify how many credit hours per faculty member are spent in teaching, service and research. The State Board of Education, in cooperation with the Division of Financial Management and the Legislative Services Office, shall develop a standardized system for reporting meaningful data about faculty member workload and productivity at the state's four four-year institutions of higher education. Such reports shall include the number of faculty by classification, whether tenured, tenure track or adjunct; the number of credit hours taught by faculty member by department, the number of service hours and the number of research hours by faculty member by department.

SECTION 5. PERSONNEL TURNOVER. The State Board of Education shall continue to provide a standardized system for tracking and reporting meaningful data about faculty, nonfaculty exempt, and classified staff turnover at the state's institutions of higher education. These statistics shall be available to the Division of Financial Management and the Legislative Services Office no later than November 1 of each year.

SECTION 6. CARRYOVER AUTHORITY. There is hereby reappropriated to the State Board of Education and the Board of Regents for the University of Idaho for Boise State University, Idaho State University, the University of Idaho, Lewis-Clark State College, and the Office of the State Board of Education, any non-General Fund unexpended and unencumbered balances from fiscal year 2005, to be used for nonrecurring expenditures for the period July 1, 2005, through June 30, 2006.

Statement of Purpose / Fiscal Impact

Statement of Purpose

RS14321

This bill is the FY 2006 appropriation for the College and Universities in the state of Idaho. Overall, the appropriation reflects a 2.5% increase in General Funds and a 2.6% increase in total funds. The bill provides for increases in personnel benefits, and in the non-standard adjustment category covers statewide cost allocation, an enrollment workload adjustment, and occupancy costs for three facilities. Also included is a one-time fund shift to cover the pooled endowment shortfall, which will not affect the overall funds available for higher education.

Fiscal Note

	FTP	Gen	Ded	Fed	Total
FY 2005 Original Appropriation	**3,631.55**	**223,366,200**	**117,928,300**	**0**	**341,294,500**
Reappropriations	0.00	51,800	37,058,600	0	37,110,400
HB 805 One-time 1% Salary Increase	0.00	1,689,800	592,300	0	2,282,100
College and Universities					
1. Occupancy Costs	3.25	548,100	0	0	548,100
2. Endowment Reallocation	0.00	0	0	0	0
Other Approp Adjustments	0.00	0	0	0	0
FY 2005 Total Appropriation	**3,634.80**	**225,655,900**	**155,579,200**	**0**	**381,235,100**
Non-Cognizable Funds and Transfers	27.50	0	3,752,000	0	3,752,000
Budgeted Reversion	0.00	(652,000)	0	0	(652,000)
FY 2005 Estimated Expenditures	**3,662.30**	**225,003,900**	**159,331,200**	**0**	**384,335,100**
Removal of One-Time Expenditures	0.00	(1,741,600)	(37,650,900)	0	(39,392,500)
Base Adjustments	0.00	652,000	(1,455,600)	0	(803,600)
FY 2006 Base	**3,662.30**	**223,914,300**	**120,224,700**	**0**	**344,139,000**
Benefit Costs	0.00	2,355,500	0	0	2,355,500
Inflationary Adjustments	0.00	0	0	0	0
Nonstandard Adjustments	10.25	3,619,000	0	0	3,619,000
Change in Employee Compensation	0.00	0	0	0	0
27th Payroll	0.00	0	0	0	0
Fund Shifts	0.00	(954,700)	954,700	0	0
FY 2006 Program Maintenance	**3,672.55**	**228,934,100**	**121,179,400**	**0**	**350,113,500**
Enhancements					
College and Universities					
1. Unfunded Enrollment Workload Adj.	0.00	0	0	0	0
2. Funding Equity	0.00	0	0	0	0
Lump Sum or Other Adjustments	0.00	0	0	0	0
FY 2006 Total	**3,672.55**	**228,934,100**	**121,179,400**	**0**	**350,113,500**
Chg from FY 2005 Orig Approp	41.00	5,567,900	3,251,100	0	8,819,000
% Chg from FY 2005 Orig Approp.	1.1%	2.5%	2.8%		2.6%

SUBJECT

Approval of Distribution of Federal Grant Funds for which the Board is the State Education Agency (SEA)

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-110, Idaho Code

BACKGROUND

As the SEA the SBOE is responsible for receiving federal grants and facilitating their distribution. Funds are distributed to the Office of the State Board of Education, institutions of higher education, State Department of Education, and local education agencies.

DISCUSSION

The fund amounts contained in this section represent federal fiscal year 2006 fund estimates that will initially become available for use during state fiscal year 2007.

I. Federal funds allocated to SDE for distribution to local school districts

All monies, including administrative funds, funds for state required activities, and LEA pass through dollars, from the following grants will be drawn by OSBE for the SDE upon their request.

TITLE	ESTIMATED FUND AMOUNT	% PASS THROUGH TO DISTRICTS
Title I-A Low Income	$42,326,250	99
Title I-B-1 Reading 1st	4,038,361	80
Title I-B-3 Even Start Family Literacy	445,400	94
Title I-C Migrant Education	4,501,504	95
Title I-D Neglected and Delinquent	206,237	100
Title I-F Comprehensive School Reform	0	0
Title II-A Enhancing Teacher Quality*	13,391,972	95 of 99
Title II-B Math/Science Partnerships	906,246	95
Title II-D Educational Technology	1,317,349	95
Title IV-A Safe and Drug free Schools	1,681,535	93
Title IV-B 21st Century Community Learning Centers	4,807,715	95
Title V-A Innovative Programs	491,535	85
Title VI-B-2 Rural/Low Income Schools	21,611	95
Education for the Homeless	204,7217	75
TOTAL	$76,182,932**	

*Detailed summary on Page 2
**2006 award estimates are $1,512,615 less than 2005 due to reductions in some programs and the elimination of others.

II. Federal funds estimates to be administered by OSBE

TITLE	ESTIMATED FUND AMOUNT	% PASS THROUGH TO DISTRICTS or IHEs
Title II-A Enhancing Teacher Quality*	$359,787	95
Title III-A English Language Acquistion	2,246,278	93
Title VI-A State Assessments	4,195,554	0
TOTAL	$6,801,619***	

***This amount represents an increase over 2005 due to additional funds for LEP.

*III. Detailed summary for Title IIA

AGENCY	PASS THROUGH TO DISTRICTS or IHEs	STATE ACTIVITIES	ADMINISTRATION
State Department of Education	$13,391,972	$340,391	$118,280
Office of State Board of Education	340,391	N/A	19,236

IMPACT

Authorizing expenditure of these grant funds will allow for the continued operation of the federal programs for FY07.

ATTACHMENTS

N/A

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the grants as presented in the above administrative assignments be authorized for FY07. OSBE will coordinate state LEP programs with Title III programs. OSBE also allocates state LEP funding that will be distributed to each district.

BOARD ACTION

A motion to approve the distribution of 2006 federal grants by the State Board of Education (the State Education Agency) to the State Department of Education, the local education agencies, and higher education institutions as described in the charts in the discussion and to delegate authority to the State Department of Education to administer these funds in accordance with federal law and regulations.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

TITLE 33
EDUCATION
CHAPTER 1
STATE BOARD OF EDUCATION

33-110. AGENCY TO NEGOTIATE, AND ACCEPT, FEDERAL ASSISTANCE. The state board is designated as the state educational agency which is authorized to negotiate, and contract with, the federal government, and to accept financial or other assistance from the federal government or any agency thereof, under such terms and conditions as may be prescribed by congressional enactment designed to further the cause of education.

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SUBJECT

Approval regarding 2006-2007 Title IIA Improving Teacher Quality state activities funds

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-110, Idaho Code

BACKGROUND

As the State Education Agency (SEA) the State Board of Education is responsible to receive federal grants and facilitate their distribution. Title IIA formula funds are available to the state for a 27 month period, and a new allocation is received annually. For a few months every year there are three grants available at the same time.

Title IIA funds are utilized in four primary ways. Administration funds equal one percent of the total award and have been proportionately split between SDE and OSBE. Ninety-five percent of the remaining funds is distributed by formula to local education agencies; the five percent that remains after that distribution is divided into two equal parts, one for state activities and the other for competitive grants by the State Agency for Higher Education (SAHE) to state institutions for use in professional development for teachers in high need school districts (greater than 20% poverty).

The State Department of Education (SDE) administers the funds that are allocated to the districts and the state activities portion. In the past the Board was concerned about the administration of the state activities funds because of the quality of the activities supported with the funds. Based on a plan for high quality professional development to address identified needs and utilize scientifically based research as required by NCLB, the Board in June 2005 approved SDE's continued management of those funds.

DISCUSSION

Throughout the year the Department has communicated frequently with OSBE regarding its newly implemented projects, particularly the Principal Academy of Leadership. This project focuses on principals of middle schools that are in "needs improvement" status to provide leadership support and quality data. In the first year, the data has been used to identify areas that need to be addressed and will in subsequent years provide baseline information to measure progress and improvement. The data is related to how well teachers in each school are delivering standards based lessons. Improvement in the delivery of standards based lessons has real potential to positively impact student learning and achievement in a significantly important group of schools in the state. The department has presented a proposal that has not only the list of activities proposed for the new year but also a preliminary report, with accompanying data, on the 2006 activities. The proposal for the coming year also contains OSBE's

requested funding for continuing the mentoring professional development that was begun last year.

IMPACT

Continuation through FY2007 of high quality professional development with the possibility of high impact and compliance with the requirements of No Child Left Behind.

ATTACHMENTS

Attachment 1 – State Activities Proposal 2006 Page 14 - 16

STAFF COMMENTS AND RECOMMENDATIONS

SDE's recommendations for the use of 2006-2007 state activities funds continue the high quality projects initiated in the past year. Each of the projects meet the descriptions of purpose areas for the funds as defined by the No Child Left Behind Act, and each meets the definition of high quality professional development as required by the law. Staff recommends approval for SDE to administer the Title IIA State Activities funds for the coming year in accordance with the SDE recommended plan.

BOARD ACTION

A motion to have the Title IIA funds for 2006-2007 be administered by SDE in accordance with federal laws and regulations and as the department recommends.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

TITLE 33
EDUCATION
CHAPTER 1
STATE BOARD OF EDUCATION

33-110. AGENCY TO NEGOTIATE, AND ACCEPT, FEDERAL ASSISTANCE. The state board is designated as the state educational agency which is authorized to negotiate, and contract with, the federal government, and to accept financial or other assistance from the federal government or any agency thereof, under such terms and conditions as may be prescribed by congressional enactment designed to further the cause of education.

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Attachment 1

Leadership and Professional Development For Idaho's Principals and Teachers

State Activities for 2006-2007 and Beyond

Title II, Part A of No Child Left Behind

No Child Left Behind (NCLB) *asked* for system change; the reauthorization of the Individual with Disabilities Education Act (IDEA) *requires* it. Accountability means insuring that a rigorous and relevant curriculum is provided to all students and those children have the necessary prerequisite skills to reach proficiency in every content area. A critical component of all of these expectations and requirements is highly qualified leadership and focused professional development. Changing systems takes commitment and leadership at all levels. To reach the next level of proficiency for all children requires skilled and responsible leadership in every classroom.

What has the Idaho State Department of Education (SDE) done to support leadership for NCLB and IDEA?

Title II state funds are intended to improve student achievement by providing opportunities for educators in all levels of leadership to receive high quality, sustained and intensive professional development. NCLB is very specific in the emphasis on professional development tied to research based best practices. The legislation and the U.S. Department of Education have encouraged states to take a look at their current systems of support to local districts and evaluate their effectiveness.

We began that process in 2004 with strategic plans for each bureau of the State Department of Education. As a result of that planning process, the State Department was restructured in January of 2005 in such a way that NCLB and IDEA activities were combined. We recognized that the fragmented approaches of the past – looking just at Special Education students (including Gifted and Talented), or just at English Language Learners – must give way to a new integrated approach. Title II state level activities were woven into the over-arching plan of increasing student achievement for at-risk children. We focused on curriculum, professional development, increasing parent and community involvement.

Curriculum

Standards

During the past year each of the content area specialists at the SDE have worked with educators across the state to reorganize our standards so that schools can clearly identify essential knowledge and skills in each grade level. The new standards allow districts the ability to align curriculum vertically so that a continuum of content knowledge is apparent. The standards are also in the process of being analyzed using the Southern Regional Education Board's (SREB) Surveys of Enacted Curriculum. The Survey of Enacted Curriculum is a researched based evaluation tool that allows stakeholders to measure the depth and breadth of the curriculum.

Project-based Learning

Using Title II funds, the SDE was able to offer project-based learning workshops across the state. Project-based learning is learning that emphasizes rigor and relevance in student efforts. Project-based learning has two goals: 1) to increase the number of young adults who continue with post-secondary education and/or training within five years of high school completion, and 2) to increase academic engagement by senior level students through a relevant and rigorous curriculum. (A more detailed explanation of project-based learning can be found on page 7.)

Professional Development for Principals

Principal Academy of Leadership (PALs)

Using Title II state set aside funds, we were able to begin phase one of three phases in the Principal Academy of Leadership. A more detailed explanation of the project can be found on page 4. Thirty principals from middle schools identified for school improvement were asked to commit to working with the SDE for the next three years. The project has three components: 1) creation of learning communities for building leaders, 2) Use of Surveys of Enacted Curriculum, and 3) Instructional Reviews. Each of the thirty schools was visited by a team of distinguished educators who observed every class and every teacher. The results of the surveys and the classroom observations were then aggregated and given to the principal. The goal was to provide each principal with a snapshot of instruction in his/her school.

Reading Leadership/Instructional Coaching

Special education funds were used to offer Reading Leadership and Instructional Coach training during the summer of 2005. Twenty-five elementary principals were trained in the most recent research for improving reading achievement. The research included the implementation of progress monitoring, selecting instructional materials, analyzing student achievement data, etc. Teams from middle and high schools were invited to attend week long institutes where they developed strategic plans for increasing literacy in their schools.

Professional Development for Classroom Teachers

Math Academy

The Idaho Math Academy was again offered during the summer of 2005. Three hundred teachers have now had the opportunity to learn from both master teachers and higher education faculty. The Academy offered middle-grade math teachers strategies to make math instruction interesting and exciting. The Academy was held at the University of Idaho in 2003, at Idaho State University in 2004 and Boise State University in 2005.

Research-based Intervention

Using special education, Title I and Reading First funds, the SDE sponsored six research-based reading and math workshops that highlighted specific strategies and curricular materials designed to meet the needs of students who are struggling to meet proficiency.

Professional Development for Para Educators

Using Reading First funds, the SDE was able to offer eight Paraprofessional Reading Academies across the state. Each of the academies was attended by approximately 100 Title I and Special Education paraprofessionals. The concepts covered during the academies included strategies for teaching phonemic awareness, phonics, fluency, vocabulary, and comprehension.

Parent and Community Outreach

The State also joined the National Network of Partnership Schools (NNPS), a national program sponsored by Johns Hopkins University that supports parent outreach and community involvement. District and school-level teams were invited to attend one of six regional workshops. The average attendance at each of the workshops was 200. Schools left the workshops with specific plans for reaching out to parents of at-risk students.

Funding from Title II-A of NCLB for state activities provides support for high quality professional development for principals and teachers. It also provides a means of sustaining achievement by connecting principals and teachers with business, industry, and community resources throughout Idaho.

Title II, Part A

Project: Principal Academy of Leadership (PALs)

Goal: The state of Idaho has implemented a school improvement model for struggling middle schools that focuses on improving the effectiveness of building administrators. The focus of the project is to improve administrators' ability to implement and support rigorous instruction and high expectations. The project has as its base three elements—statewide learning communities, Surveys of Enacted Curriculum, and Instructional Reviews.

Background: Forty-six schools in Idaho advanced to Improvement Year 2 status. Thirty of those schools or 65% are middle or junior high schools. Nationally there is a great interest in increasing the rigor and relevance of middle school content as a way of improving both graduation rates and post secondary outcomes for all students (Southern Regional Education Board, 2006). However, improving programs for at- risk students in middle schools presents a unique challenge because of the emphasis on early intervention in both NCLB and IDEA.

PALS Project: Middle school principals gathered as a group to discuss obstacles and brainstorm solutions twice during academic year 2005-2006. The meetings were facilitated by Dr. Stan Hill and Curt Rathburn. Dr. Hill is the current Assistant Director for the Center of Excellence in Research, Technology and Learning (CERTL) at Wake Forest University School of Medicine. He is also serving as the Project Director of the Winston-Salem/Forsyth County School System's latest National Science Foundation SCIMAX Grant and handles k-12 science supervision for the district. Mr. Rathburn is a facilitator of the school system's $5 million grant from the National Science Foundation. Additionally, he is the project director for the state's initiative to improve the physical fitness of public school students, K-8. Dr. Hill and Mr. Rathburn were selected to facilitate this project because of their deep understanding of school improvement and their experience with SEC and Instructional Reviews.

In addition to the statewide meetings, there were two regional meetings facilitated by the SDE School Improvement Coordinator to allow for additional small group interaction. The goal of both the statewide and regional meetings was to encourage the creation of formal and informal learning communities. In the first year, each of the principals is required to read *Leadership & Sustainability* (Fullan, 2005) and *Working on the Work: An Action Plan for Teachers, Principals, and Superintendents* (Schlechty, 2002).

Surveys of Enacted Curriculum (SEC) was selected as a practical method for collecting, reporting, and using consistent data on instructional practices and subject content taught in the classrooms. The School Improvement Committee believed that the use of SEC would give the principals a unique opportunity to analyze instruction in relation to Idaho Content Standards. The principals were provided with detailed information regarding the use of SEC, methods of administering the survey, and support in the form of SDE personnel to proctor the first administration. Each principal committed to administering the SEC for the next three years so that the state could collect data on the effectiveness of the program and the principal could see whether or not the school was moving forward in terms of their ability to meet state content standards. A sample of the information gained from the SEC is included as Appendix A. In

addition to the building level information, the SEC data will provide important data that will instruct and support future professional development planned by the SDE.

The final strand of the project is the use of Instructional Reviews. An instructional review is an opportunity to take a snapshot of instructional strategies across an entire building in a one-half day visit. The building principal and the SDE School Improvement Coordinator pulled together a team of people to visit every classroom and document the strategies. The team included other PAL administrators, SDE content area specialists, and Distinguished Educators (district level special education, federal program, and LEP directors recognized for their accomplishments within specific subgroups). The instructional reviews were not evaluations. The team was there to collect data on the specific instructional strategies used in the classrooms. No teacher names were used or attached to the data collected. At the end of the review the team met to debrief the principal on the observations. The data was then processed and the school received a summary report that allows data-based professional development decisions. A sample of the data gathered is included in Appendix B.

Achievements to date: The first year of the PAL project is 2005-2006, and it has already led to the identification of critical areas of professional development needed on a statewide basis. The principals in the project have overwhelmingly reported that their participation in the project has led them to feel a sense of collegiality they have not experienced in the past and provided a data set that will instruct their improvement efforts.

Evaluation

In the first year of the project, success will be evaluated in terms of the specific use of the data collected. In other words, as a result of administering the SEC and participating in Instructional Reviews, has the school made significant changes in curricular materials, extended time for learning, personnel, or professional development? In the second year of implementation, success will be measured by 1) the alignment of SEC data and Idaho State Standards, and 2) increased percentage of standards-based lessons and higher level questioning, as measured by the Instructional Reviews. Ultimately, the success of the Principal Academy of Leadership will be based on the improvement of student outcomes. In each year of the project, data will be collected on the number of schools no longer identified as “needs improvement” as well as the number of schools who come closer to meeting their AYP target.

Cost

The approximate budget for this project is $112,851.

Project: Continuation of the Idaho Math Academy

Goal: To improve middle grade mathematics instruction.

History
In 2002, a task force jointly appointed by the Office of the Governor and the State Department of Education identified a need to provide professional development to middle grade mathematics teachers. This focus was based on results of the Idaho Direct Math Assessment (DMA). In 2001, a majority of Idaho eighth graders did not receive a satisfactory rating on the DMA.

Rationale
In addition to the student achievement results on the Idaho Math Assessment, the task force recognized that middle-level math proficiency lays the foundation for later achievement in higher-level mathematics. Children learn addition, subtraction, multiplication, division, and other grade-level appropriate math concepts in grades K-4. Algebra, Geometry, Algebra II, and Senior Math/Calculus are well established in grades 9-12. However, many questions and concerns are raised nationally about appropriate content in the middle grades where students often lose interest in mathematics.

Strategy
The Idaho Math Academy offers middle grade math teachers strategies to make math instruction interesting and exciting. This intensive, one-week Academy was held at the University of Idaho in 2003, at Idaho State University in 2004, and at Boise State University in 2005. The focus of the Math Academy during this initial, three-year statewide rotation was geometry/measurement, content identified as critical areas of need through the Idaho DMA and the Third International Mathematics and Science Study. This year the Math Academy will again be held at the University of Idaho, with the focus now on Algebra/Data Analysis. By the end of the summer of 2006, more than five hundred middle grade math teachers from across the state will have had the opportunity to learn from both master practitioners and higher education faculty. Space is guaranteed for teachers from schools that have not made Adequate Yearly Progress in mathematics.

The goal of the Idaho Math Academy is to create a comprehensive and sustainable professional development opportunity for teachers. This professional development focuses on pedagogical content knowledge of the concepts and objectives that teachers are responsible to teach students during the middle grade years, as identified on the Idaho Mathematics Content Standards. The Idaho Math Academy also provides opportunities for networking and long-term, follow-up activities throughout the school year.

Cost
The proposed budget for the Idaho Math Academy is $112,500.

Evaluation of the Program
The success of the program is measured by growth in student achievement on both the Idaho State Achievement Test and the Idaho Direct Math Assessment.

Project: Partnerships for Project-Based Learning (PBL)

Project-based learning (PBL) is a model for classroom activity that shifts away from the classroom practices of short, isolated, teacher-centered lessons and instead emphasizes learning activities that are long-term, interdisciplinary, student-centered, and integrated with real world issues and practices.

One immediate benefit of practicing PBL is the unique way that it can motivate students by engaging them in their own learning. PBL provides opportunities for students to pursue their own interests and questions and make decisions about how they will find answers and solve problems.

PBL also provides opportunities for interdisciplinary learning. Students apply and integrate the content of different subject areas at authentic moments in the production process, instead of in isolation or in an artificial setting.

PBL helps make learning relevant and useful to students by establishing connections to life outside the classroom, addressing real world concerns, and developing real world skills. Many of the skills learned through PBL are those desired by today's employer, including the ability to work well with others, make thoughtful decisions, take initiative, and solve complex problems.

In the classroom, PBL provides many unique opportunities for teachers to build relationships with students. Teachers may fill the varied roles of coach, facilitator, and co-learner. Finished products, plans, drafts, and prototypes all make excellent "conversation pieces" around which teachers and students can discuss the learning that is taking place.

In the school and beyond, PBL also provides opportunities for teachers to build relationships with each other and with those in the larger community. Student work—which includes documentation of the learning process as well as the students' final projects—can be shared with other teachers, parents, mentors, and the business community who all have a stake in the students' education.

What is Project-Based Learning?
Project-based learning is learning that emphasizes rigor and relevance in student efforts. The following *Six A's* apply to quality project-based learning:

Authenticity	Projects use the context of the workplace and the community to teach academic and technical skills.
Academic rigor	Projects require higher-order thinking skills and research methods from academic and technical fields.
Applied learning	Projects require students to use academic and technical knowledge in acquiring the problem-solving, communication and teamwork skills they will need in the workplace.
Active exploration	Projects extend beyond the classroom to involve work-based learning, community-based activities, and technical labs.

Adult relationships	Projects involve adult mentors from the school and the community.
Assessment	Projects include exhibitions and assessments of student work according to personal standards and performance standards set by the school and the community.

The *Six A's* apply to all projects, regardless of whether they originate inside or outside the classroom. Projects that originate from academic content can extend into the workplace, the community, and technical labs. Projects that originate from real life problems can connect back to academic and technical studies and let students practice these real life skills.

Strategy
Increasing the number of students participating in project-based learning will require significant professional development and ongoing support for teachers and principals. It will also require the development of a state-level support structure that provides a means of connecting teachers with business, industry, and community resources. Designing high-quality projects that are relevant to students' lives involves several important, non-traditional teaching skills. Teachers need to know how to

- formulate essential questions that provide a starting point for students;
- identify teachers and community members who can relate the projects to real issues and problems;
- train students to work productively in small groups and on their own; and
- use journals and other "process checks" to help students make steady progress.

Through this project, teachers will receive intensive professional development that

- immerses them in projects;
- enables them to see firsthand the knowledge and skills that can be learned in real-world settings;
- helps them to analyze exemplary projects; and
- gives them the opportunity to engage in the first stages of project design.

2005-2006 Project Goals

Goal One: To increase the number of young adults who continue with post-secondary education and/or training within five years of high school completion.

Goal Two: To increase academic engagement by senior level students through a relevant and rigorous curriculum.

Objective: To increase the number of Idaho high school students participating in high-quality project-based learning.

2005-2006 Project Summary
To meet the targeted strategy, six Project-Based Learning Regional Conferences were held to help educators overcome challenges in implementing projects and to use assessment in teaching students the needed background knowledge and skills. The conferences also provided

opportunities to showcase existing PBL programs, so that educators could ask questions of their peers who are already implementing PBL in the classroom. Using the Buck Institute for Education's Project-based Learning handbook, teams of educators worked with conference consultants to customize project-based learning for their school needs. It was important to emphasize both "why" and "how" project-based learning works and to give teachers adequate support in changing how they teach. Educators left each conference with a draft project-based learning experience that will be implemented in their classrooms and schools.

Outreach in Each Region:

- **Number of Participants:** 375
- **Number of Business Participants:** 42
- **Number of Schools Participating:** 99

Sample Projects as a Result of Outreach:

School: St. Maries High School
Project Title: "Paving the Way to a Better Community"
Driving Question: How could a better State Highway Three lead to a more prosperous community?
Subjects: History, Government, Economics, Marketing, English and Math

School: Pocatello High School
Project Title: "The History of the United States' Railroads"
Driving Question: How did railroad travel affect life in the United States?
Subjects: History, Math, Science and English

School: Highland High School
Project Title: "Violence and Society"
Driving Question: How does the hypocrisy of violence impact society?
Subjects: History, Choir, Art, English and Science

Rationale

When researchers ask students to share their "best quality" work, they see similar kinds of products and performances: a model rocket, a business plan for a school radio station, or a videotape of campaign ads for candidates in recent elections. Students take pride in producing or doing something that has value beyond the classroom. Such projects diverge from the typical school fare of absorbing and repeating bits of knowledge. Worksheets, chapter reviews, oral recitations, and tests certainly can reinforce student skills and knowledge. However, students can become passive and cynical if they are confronted with these teaching strategies hour after hour, day after day.

In addition to anecdotal data, there is evidence that the results of traditional classroom practices may not be good enough. Although teachers work hard to cover the curriculum, too few students are gaining a deep understanding of what they are learning. A surprising number of even the "best" students continue to harbor misconceptions about core scientific topics, such as gravity or seasonal changes — topics that are taught and re-taught in school. Furthermore, most students have difficulty transferring what they learn within the disciplinary boundaries and classroom

contexts of school to other disciplines and contexts. If the purpose of school is to teach students material that they can use later, one would want them to apply what they have learned across school subjects and, ultimately, in their everyday lives.

Research

Dr. John W. Thomas conducted an extensive review of research on project-based education in 2000. The report includes the following summary of his findings.

- There is direct and indirect evidence, both from students and teachers, that PBL is a more popular method of instruction than traditional methods. Additionally, students and teachers both believe that PBL is beneficial and effective as an instructional method.
- Some studies of PBL report unintended and seemingly beneficial consequences associated with PBL experiences. Among these consequences are enhanced professionalism and collaboration on the part of teachers and increased attendance, self-reliance, and improved attitudes towards learning on the part of students.
- PBL seems to be equivalent or slightly better than other models of instruction for producing gains in general academic achievement and for developing lower-level cognitive skills in traditional subject matter areas.
- More important, there is some evidence that PBL, in comparison to other instructional methods, has value for enhancing the quality of student learning in subject matter areas, leading to the tentative claim that learning higher-level cognitive skills via PBL is associated with increased capability on the part of students for applying those learnings in novel, problem-solving contexts.
- There is ample evidence that PBL is an effective method for teaching students complex processes and procedures such as planning, communicating, problem solving, and decision making, although the studies that demonstrate these findings do not include comparison groups taught by competing methods.

Cost

The proposed budget for Project Based Learning is $81,000.

Project: Mentoring for new teachers

Goal: As a follow up to House Concurrent Resolution 20 that passed during the 2005 Legislature, the State Board of Education has a committee working on mentoring for Idaho's teachers. A report, which will include recommendations for teacher support programs, funding requirements and resources and implementation possibilities will be given to the Legislature during the 2007 legislative session.

Rationale: The purpose of the committee is to research, formulate and implement models to pilot and evaluate teacher support programs. The models implemented will be studied to investigate and test the relationship of professional development effectiveness and cost efficiency and student achievement. As well as looking at current Idaho programs and practices the committee has asked the New Teacher Center, Santa Cruz to come to Idaho to teach those who can train mentors in their respective school districts. The New Teacher Center program has been recognized nationally for its work in mentoring. The training from the New Teacher Center will not only help school districts around Idaho but will be an integral part of the report that is given to the Legislature.

In the next few years it is likely several teachers will be leaving the profession as baby boomers reach the retirement age. That coupled with the fact that about fifty (50%) of those who enter the teaching profession leave within five years creates the likelihood that Idaho will be facing a shortage of effective qualified teachers. It is important that we find ways to retain our highly quality teachers. "Accumulated evidence is compelling that mentoring is correlated with the retention of new teachers and may also be related to decreased turnover…." (*Mentoring New Teachers to Increase Retention,* Michael Strong, Ph.D., Director of Research New Teacher Center UCSC) Long term-retention will most likely benefit student achievement.

Last year the New Teacher Center came to Idaho for three academies. The response from teachers and administrators was very positive. We would like to follow up with two additional academies this year. Districts, small to large, from all areas sent attendees to the academies. One teacher said, "This is the <u>best</u> workshop (series!) I have ever attended (34 years as a public educator)." Another related "The wealth of knowledge and skills to support new teachers in Idaho has been capitalized in the Mentor Program. With this, new teachers are supported and will be <u>retained</u> to promote high achievement for Idaho's students."

Cost
$30,000 for two academies –
2 days in August and 3 days in November
1 additional day for consulting

Project: Direct Math Assessment (DMA) and Direct Writing Assessment (DWA) Instructional Improvement Opportunities

Goal: To improve student achievement in mathematics and language arts.

Rationale

The 2006-07 Direct Math Assessment (DMA) and Direct Writing Assessment (DWA) will include "Range Finders Meetings," two-day workshops for math teachers of 4th, 6th, and 8th graders and for language arts teachers of 5th, 7th, and 9th graders. Participants will identify "range finders " or anchor papers considered representative of student work at four levels: advanced, proficient, basic, and below basic. These papers will then be used to train teachers to score actual student papers.

The DMA and DWA scoring sessions are valuable professional development tools for the teacher-scorers. For example, the scorers of the DMA typically discuss demonstrated and observed student math problem-solving skills and strategies; whether students effectively apply (and communicate) mathematical processes; and whether student work aligns with Idaho's mathematics achievement standards. Scorers of the DWA consider whether papers are responsive to the writing prompts; the extent to which student responses are aligned to Idaho's language arts achievement standards; and whether student work shows the creative thinking and decision-making strategies emphasized in the language arts.

The teachers who participate in the scoring will return to their districts with new and practical information about what constitutes advanced, proficient, basic, and below basic student work in math and language arts. Thus, the Range Finder sessions yield three important results: improved validity and reliability of the standardized scoring process; development of curriculum and instructional strategies based on analyses of student work samples; and, ultimately, improved student math and language arts achievement.

Teachers are from all areas of Idaho and 112,900 students will be potentially affected.

Cost

$2,000 each for DMA and DWA coming from Title II-A; additional funds will come from other sources. Budget addresses respective instructors, participants, materials, and facility costs. Total cost $4000

Evidence of success (anecdotal or otherwise)

Documentation complete

Evidence of improved student performance

Although it is always hard to attribute student performance to one factor, we will look at the winter DMA and DWA scores to see if there are any outstanding teacher/student correlations.

Attachment 1 to Proposal

SURVEYS *of* ENACTED CURRICULUM

Principal Academy of Leadership I

Boise, Idaho
April 27, 2006

MSPmath - Instructional Practices Scales **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lead	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

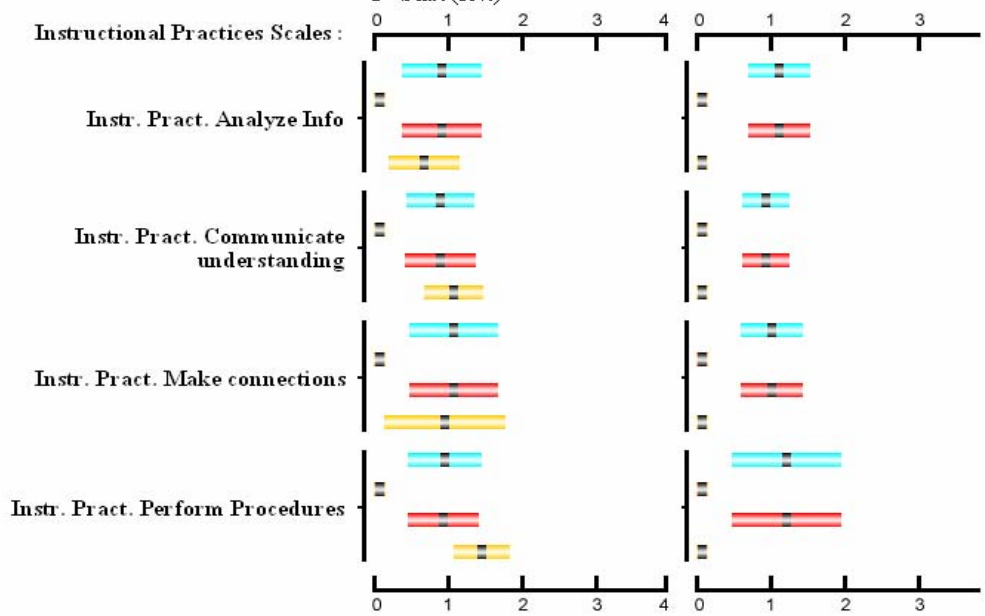
Mean

-1 StD --------- +1 StD

Group - Grade Lvl	
All Grades	(95)
Grade 9-12	(2)
Grade 5-8	(90)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(11)
Grade 9-12	(0)
Grade 5-8	(11)
Grade K-4	(0)

Response Code: 0 = None, 1 = Little (15%), 2 = Some (30%), 3 = Moderate (45%), 4 = Considerable (60%)



Response Code: 0 = None, 1 = Little (15%), 2 = Some (30%), 3 = Moderate (45%), 4 = Considerable (60%)

Discussion | Return to Report Generator | Page 2

MSPmath - Professional Development Scales **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

Mean

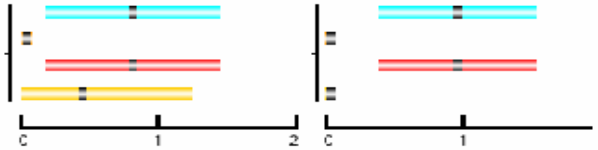
-1 StD ---------- +1 StD

Group - Grade Lvl	
All Grades	(95)
Grade 9-12	(2)
Grade 5-8	(90)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(11)
Grade 9-12	(0)
Grade 5-8	(11)
Grade K-4	(0)

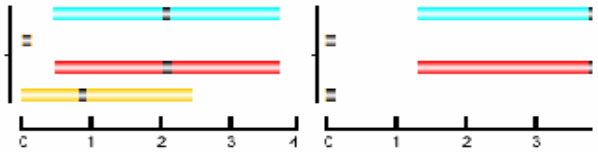
Professional Development Scales :

Collective Participation in PD



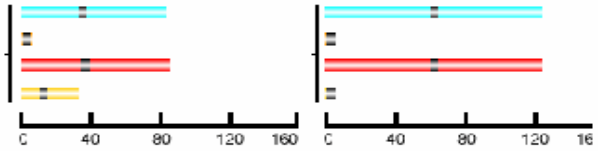
Response Code:
0 = No Collective Participation
1 = School or Dept. Participation
2 = School and Dept. Participation

Frequency of PD Activities



Response Code:
0 = Never
1 = Once
2 = Twice
3 = 3-4 times
4 = 5-10 times
5 = >10 times

PD Hours



Response Code: Total number of Hours

Active Teacher Engagement in PD

Response Code: 0 = Never, 1 = Rarely, 2 = Sometimes, 3 = Often

Discussion | Return to Report Generator | Page 2

Mathematics Chart C: Class Description **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

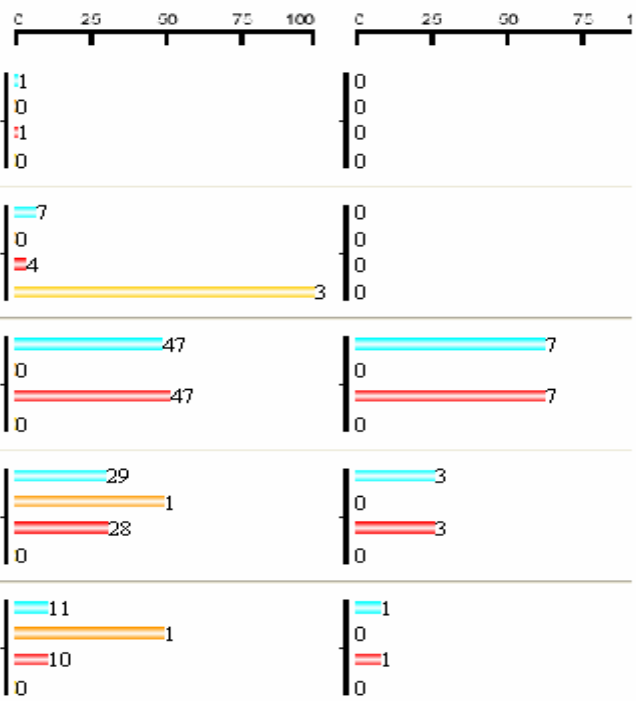
Legend (Simple Bar Chart)

% Respondents
# Respondents

Group - Grade Lvl	
All Grades	(95)
Grade 9-12	(2)
Grade 5-8	(90)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)

Which term best describes the target class, or course, you are teaching?



Which term best describes the target class, or course, you are teaching?	0	25	50	75	100	0	25	50	75	1
Integrated Math	0					0				
	0					0				
	0					0				
	0					0				
Geometry	0					0				
	0					0				
	0					0				
	0					0				
Trigonometry	0					0				
	0					0				
	0					0				
	0					0				
Advanced Math	0					0				
	0					0				
	0					0				
	0					0				
Calculus	0					0				
	0					0				
	0					0				
	0					0				
	0	25	50	75	100	0	25	50	75	1

Discussion Page 2

Mathematics Chart E: Use of Homework **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

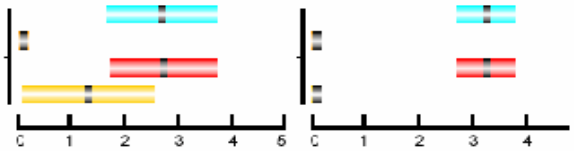
Mean

-1 StD ---------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)

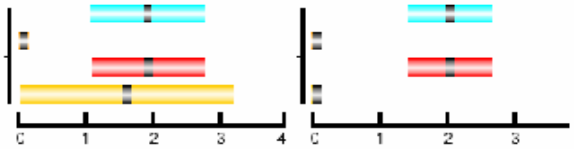
How many minutes does the typical student in the target class spend on a normal homework assignment?



: Response Code

0 = No homework assignment
1 = <15 mins
2 = 15-30 mins
3 = 31-60 mins
4 = 61-90 mins
5 = >90 mins

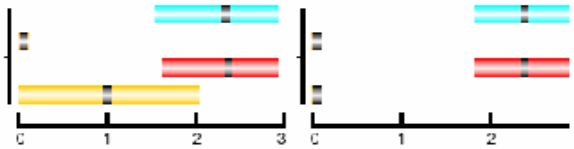
How often do you usually assign mathematics homework in the target class?



: Response Code

0 = never
1 = <once /week
2 = 1-2 times /week
3 = 3-4 times /week
4 = every day

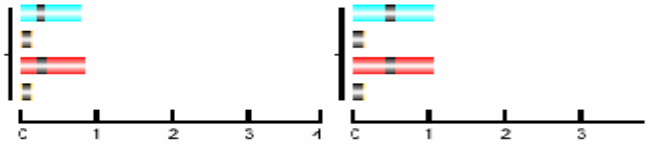
Does homework count towards student grades in the target class?



: Response Code

0 = never
1 = usually does not
2 = usually does
3 = always does

How often do you assign homework to be completed in a small group outside of class?



Response Code:
0 = never
1 = less than once per week
2 = once or twice per week
3 = 3-4 times per week
4 = Everyday

Discussion Page 2

Mathematics Chart F: Use of Instructional Activities **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

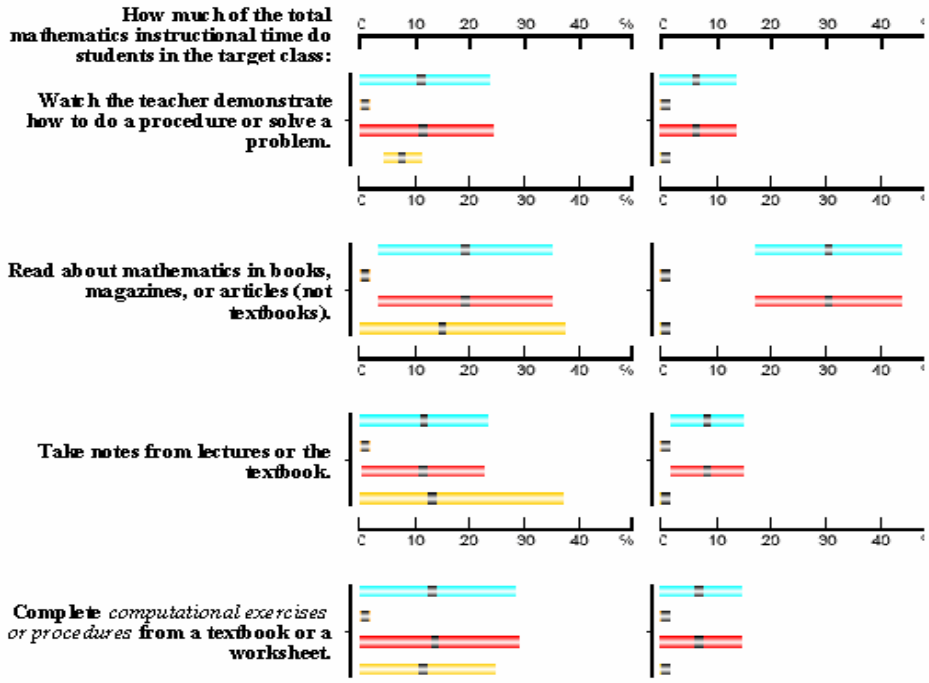
Legend

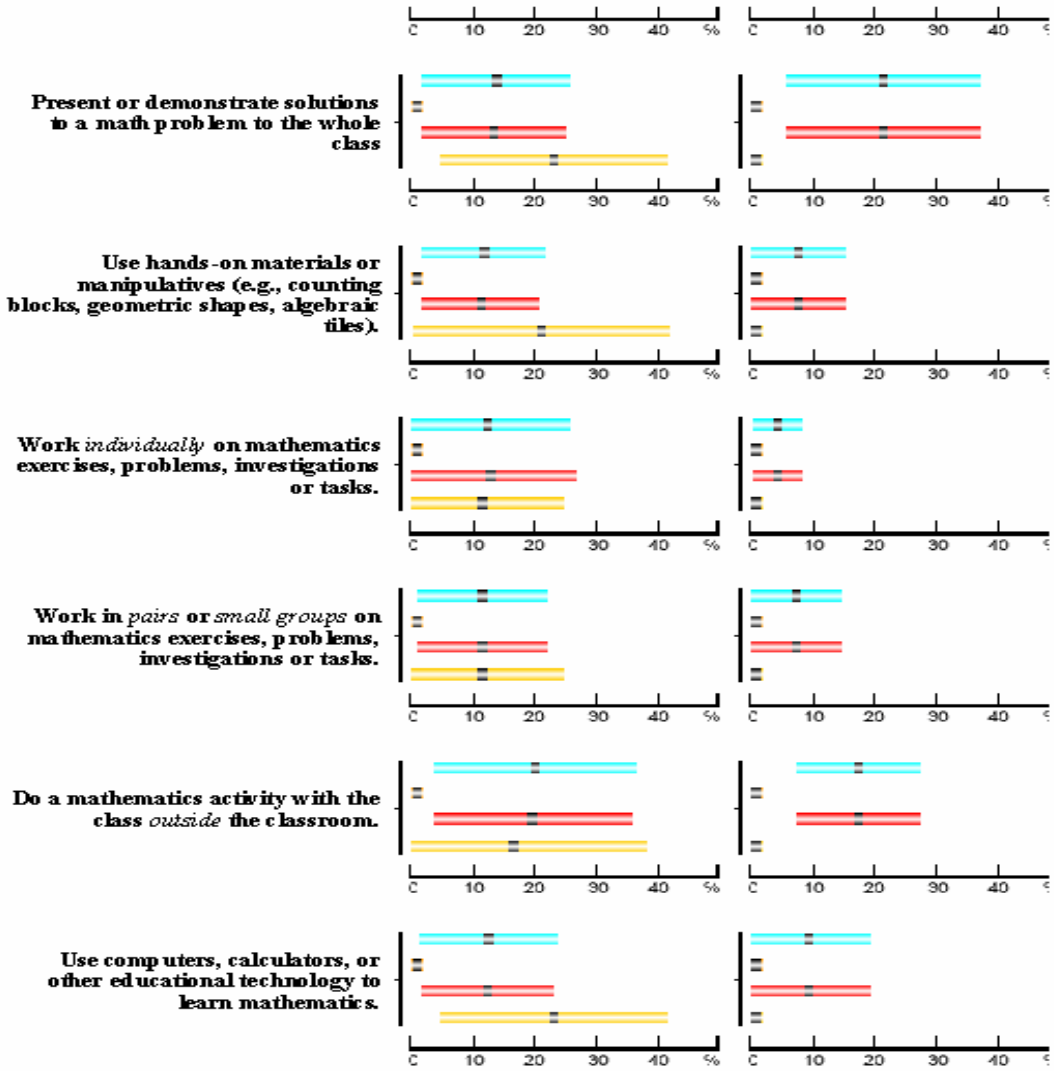
Mean

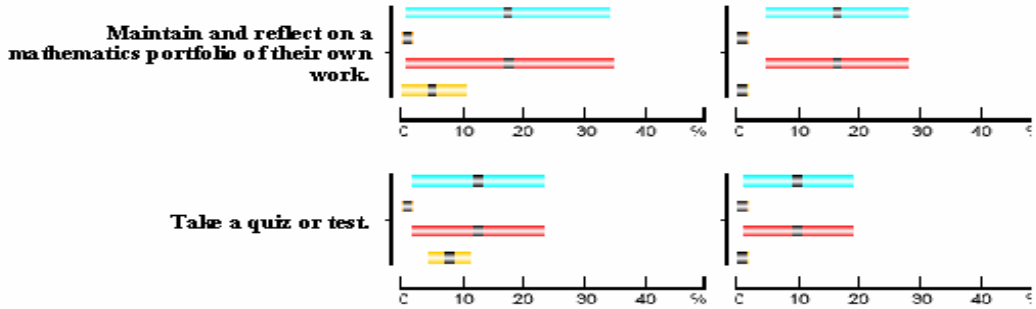
-1 StD --------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)




Present or demonstrate solutions to a math problem to the whole class
Use hands-on materials or manipulatives (e.g., counting blocks, geometric shapes, algebraic tiles).
Work *individually* on mathematics exercises, problems, investigations or tasks.
Work in *pairs* or *small groups* on mathematics exercises, problems, investigations or tasks.
Do a mathematics activity with the class *outside* the classroom.
Use computers, calculators, or other educational technology to learn mathematics.
0 10 20 30 40 %



Discussion | Return to Report Generator

Mathematics Chart G: Problem Solving Activities **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

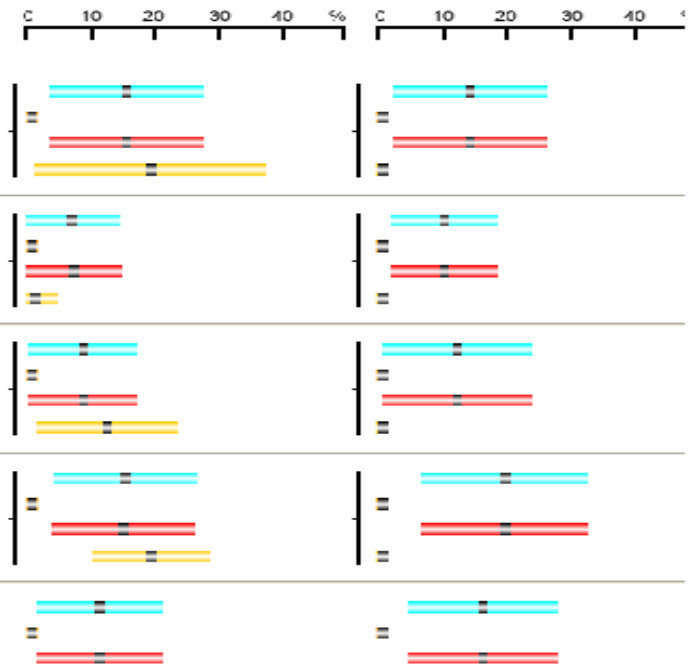
Mean

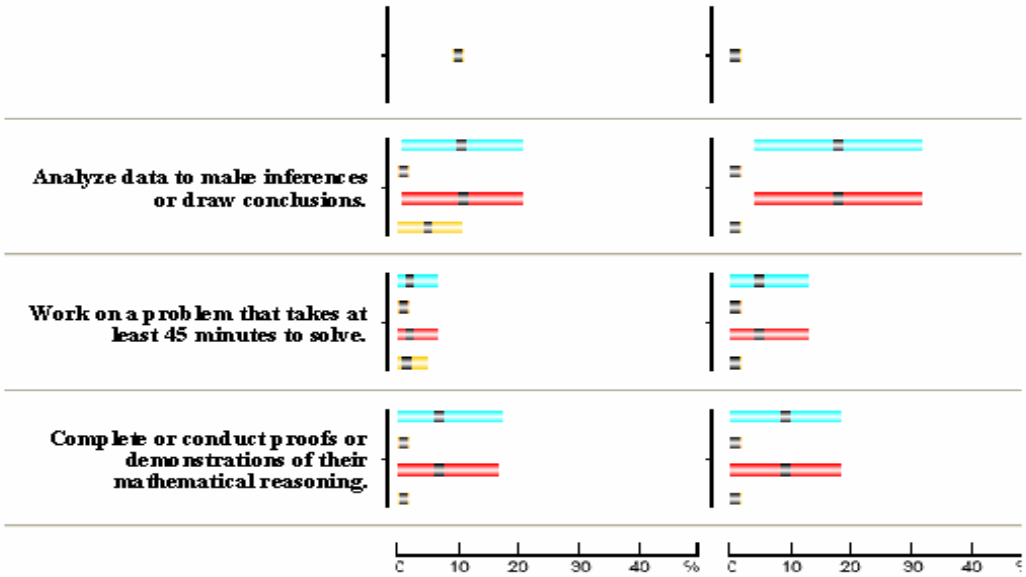
-1 StD ---------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)

When students in the target class work *individually* on mathematics exercises, problems, investigations, or tasks, what percent of that time do they:





Discussion | Return to Report Generator

Mathematics Chart H: Small Group Work **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

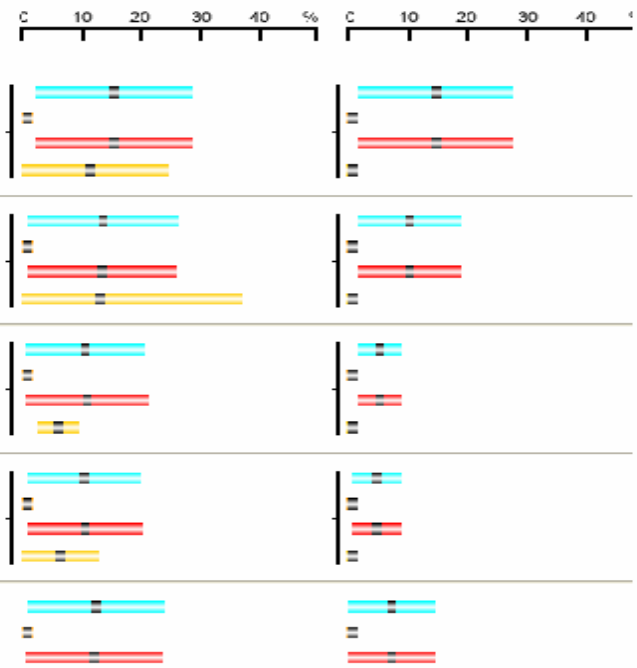
Mean

-1 StD ---------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)

When students in the target class work in *pairs or small groups* on mathematics exercises, problems, investigations or tasks, what percent of that time do they:



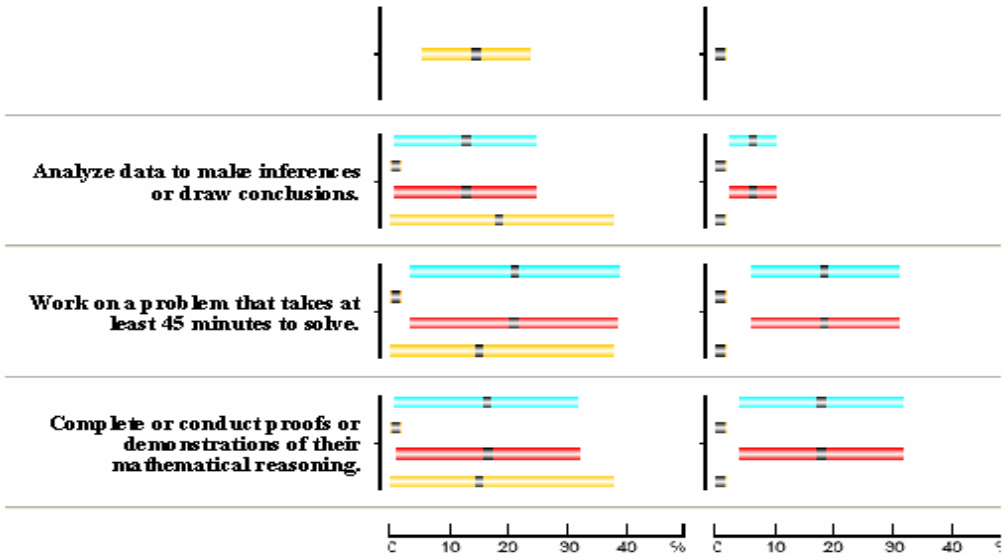
Solve word problems from a textbook or worksheet.

Solve non-routine mathematical problems (eg. Problems that require novel or non-formulaic thinking.

Explain their reasoning or thinking in solving a problem, using several sentences orally or in writing.

Apply mathematical concepts to real-world problems.

Make estimates, predictions, guesses, or hypotheses.



Discussion | Return to Report Generator

Mathematics Chart I: Use of Hands-on Materials **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

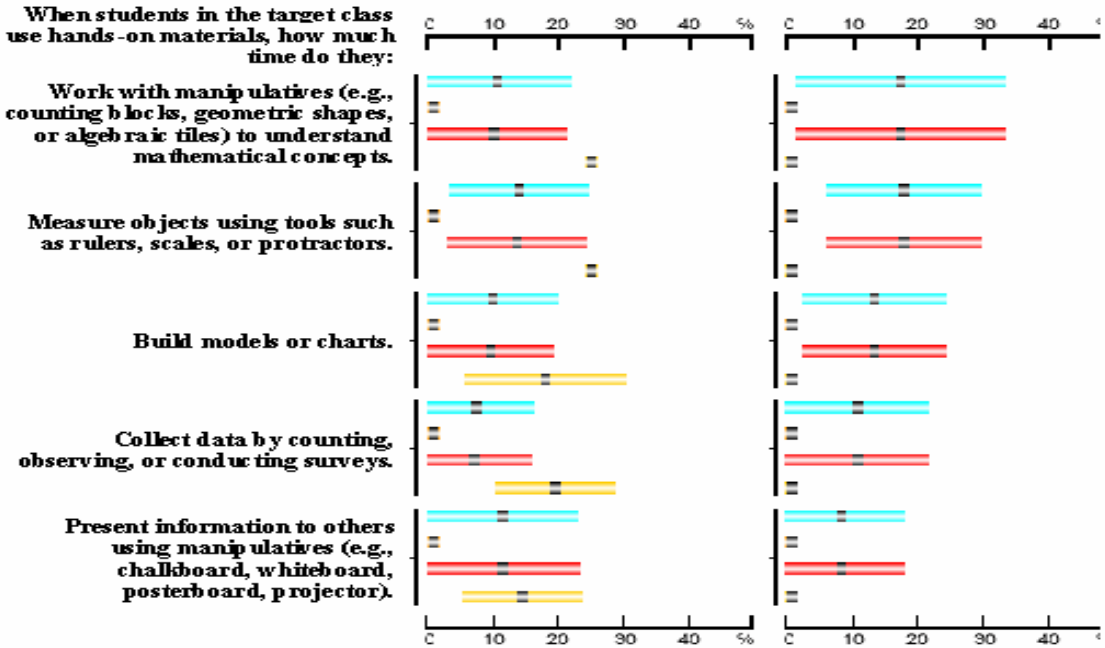
Legend

Mean

-1 StD --------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)



Discussion Return to Report Generator

Mathematics Chart J: Assessment Strategies **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

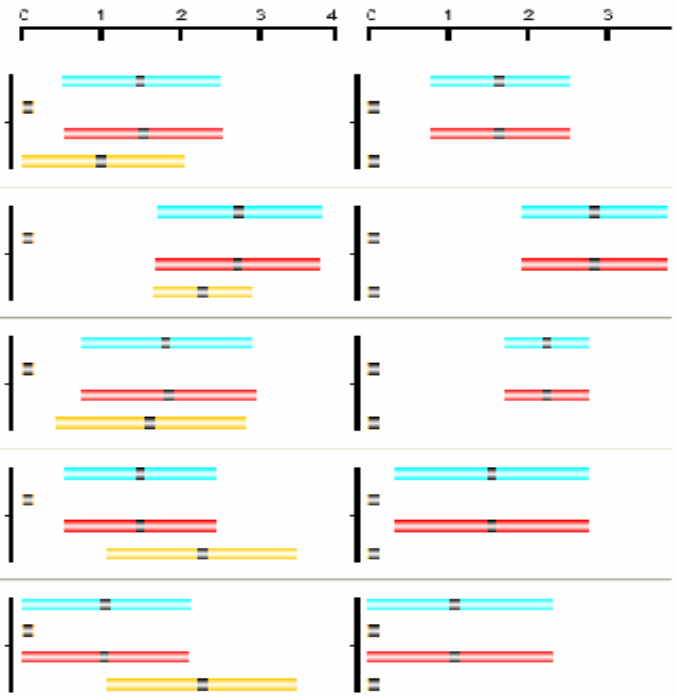
Mean

-1 StD ---------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)

Please indicate how often you use each of the following strategies when assessing students in target mathematics class.



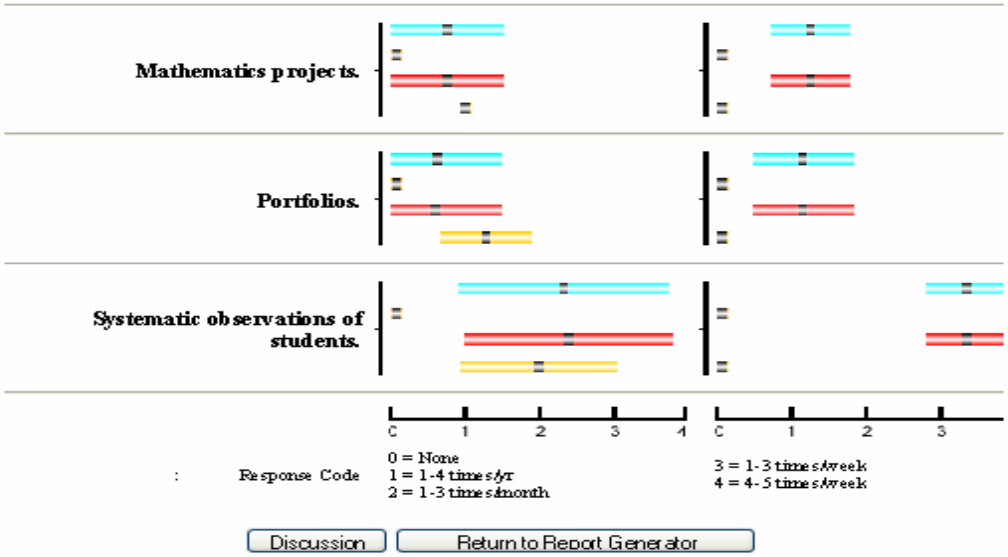
Objective items (e.g., multiple choice, true/false).

Short answer questions such as performing a mathematical procedure.

Extended response item for which student must explain or justify solution.

Perfomance tasks or events (e.g., hands-on activities).

Individual or group demonstration, presentation.



Discussion Return to Report Generator

Mathematics Chart K: Educational Technology **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

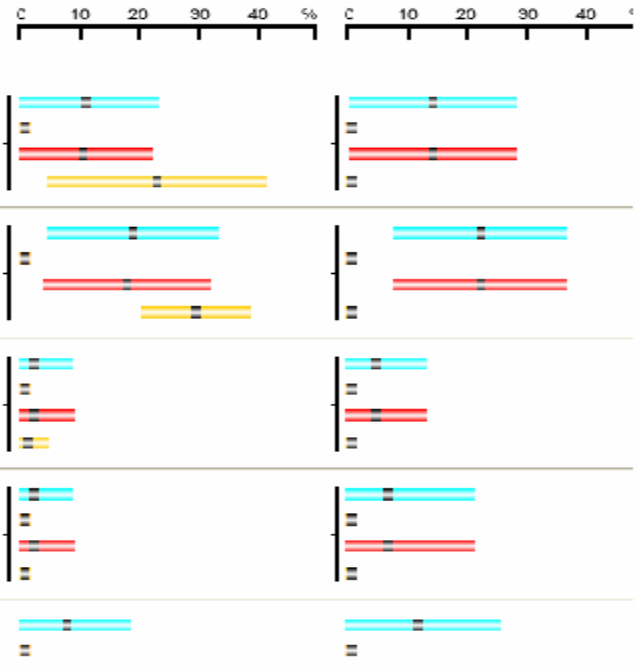
Mean

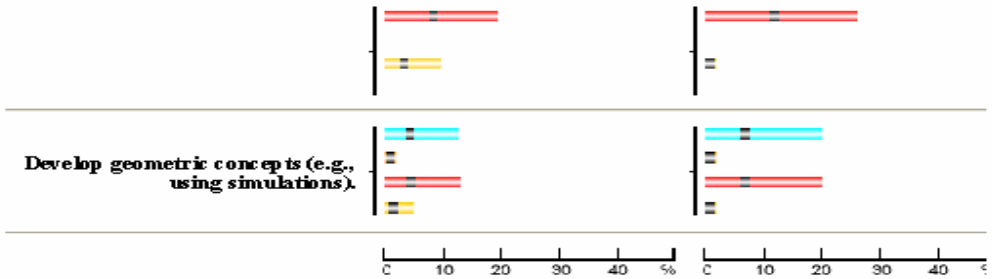
-1 StD ---------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)

When students in the class are engaged in activities that involve the use of calculators, computers, or other educational technology as part of mathematics instruction, how much time do they:





Discussion Return to Report Generator

Mathematics Chart L: Professional Development (part 1) **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

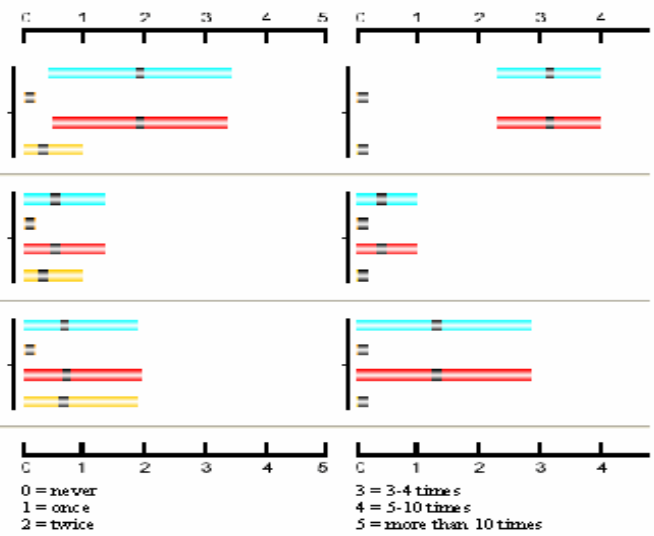
Mean

-1 StD ---------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

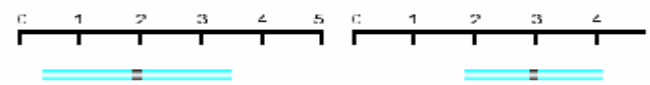
School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)

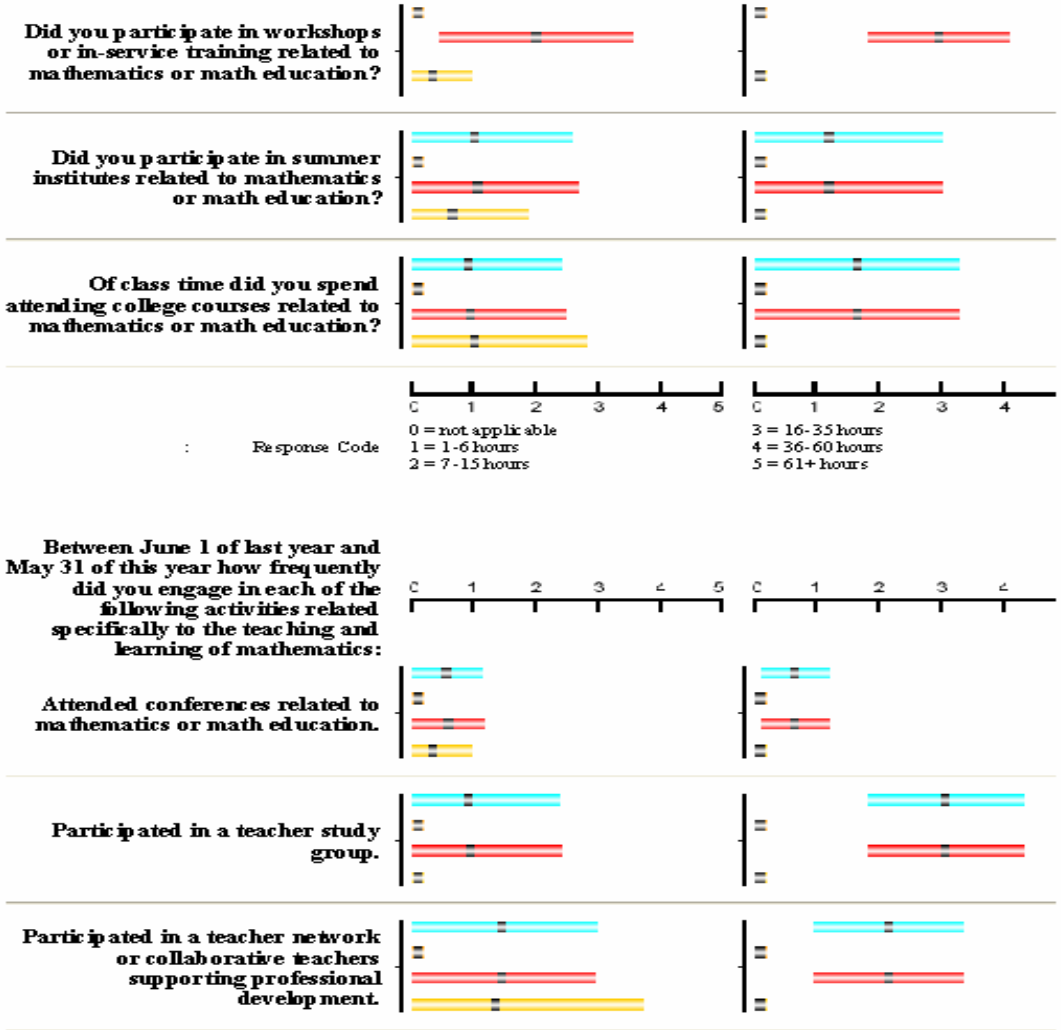
Between June 1 of last year and May 31 of this year, how often did you:

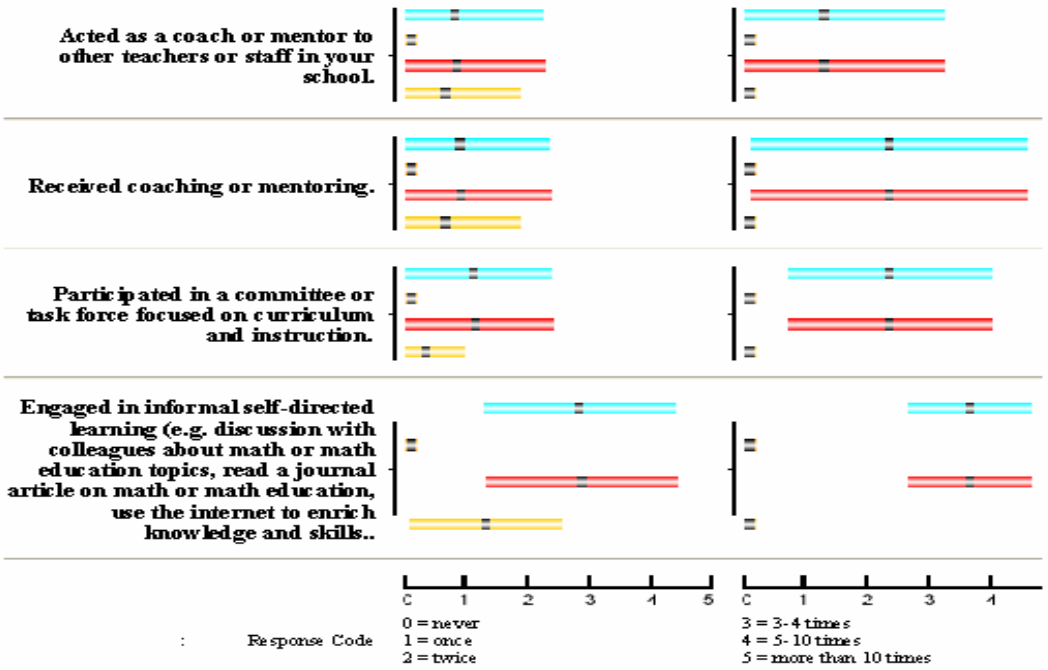


: Response Code

Between June 1 of last year and May 31 of this year, how many total hours:




Did you participate in workshops or in-service training related to mathematics or math education?
Did you participate in summer institutes related to mathematics or math education?
Of class time did you spend attending college courses related to mathematics or math education?
0 1 2 3 4 5
0 1 2 3 4
Response Code
0 = not applicable
1 = 1-6 hours
2 = 7-15 hours
3 = 16-35 hours
4 = 36-60 hours
5 = 61+ hours
Between June 1 of last year and May 31 of this year how frequently did you engage in each of the following activities related specifically to the teaching and learning of mathematics:
Attended conferences related to mathematics or math education.
Participated in a teacher study group.
Participated in a teacher network or collaborative teachers supporting professional development.



Discussion Page 2

Mathematics Chart M: Instructional Influences **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

Mean

-1 StD --------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)

Indicate the degree to which the following influences what you teach in the target mathematics class:

0 1 2 3 4 5 | 0 1 2 3 4

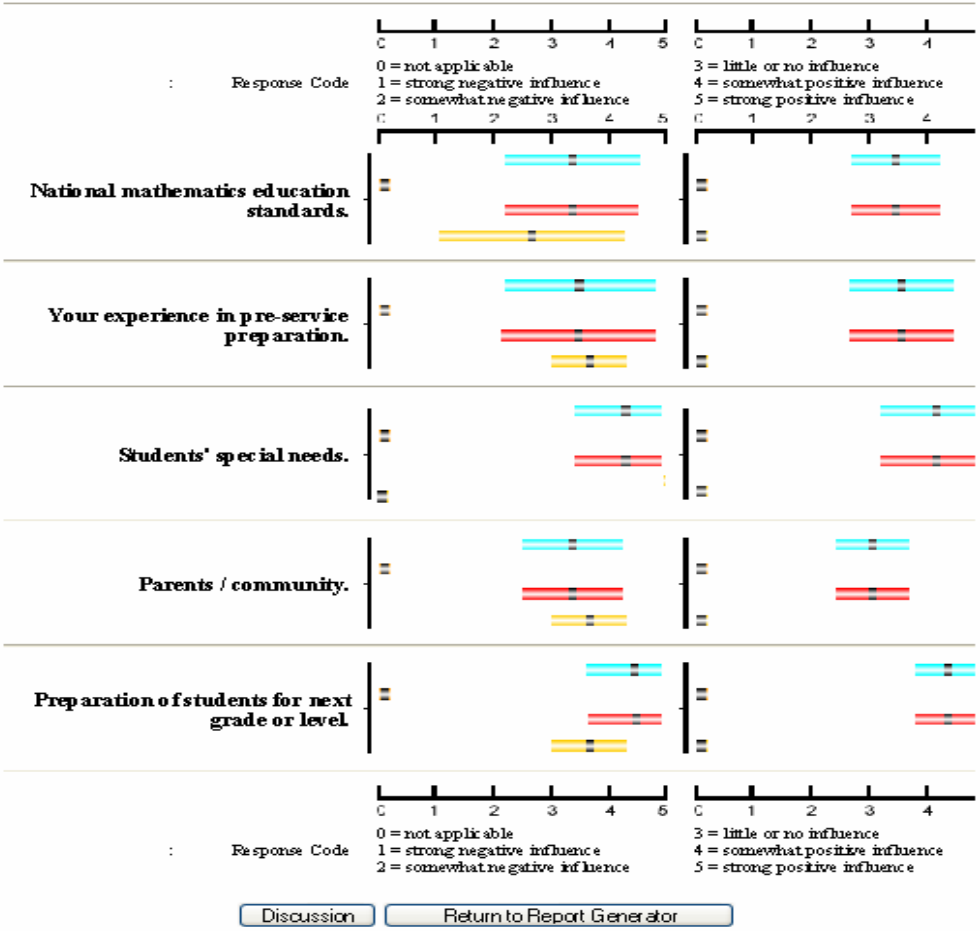
Your state's curriculum framework or content standards.

Your district's curriculum framework or guidelines.

Textbook / instructional material.

State test.

District test.


0 1 2 3 4 5
0 = not applicable
1 = strong negative influence
2 = somewhat negative influence
0 1 2 3 4
3 = little or no influence
4 = somewhat positive influence
5 = strong positive influence
Response Code
National mathematics education standards.
Your experience in pre-service preparation.
Students' special needs.
Parents / community.
Preparation of students for next grade or level.
Discussion
Return to Report Generator

Mathematics Chart N: Formal Course Preparation **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

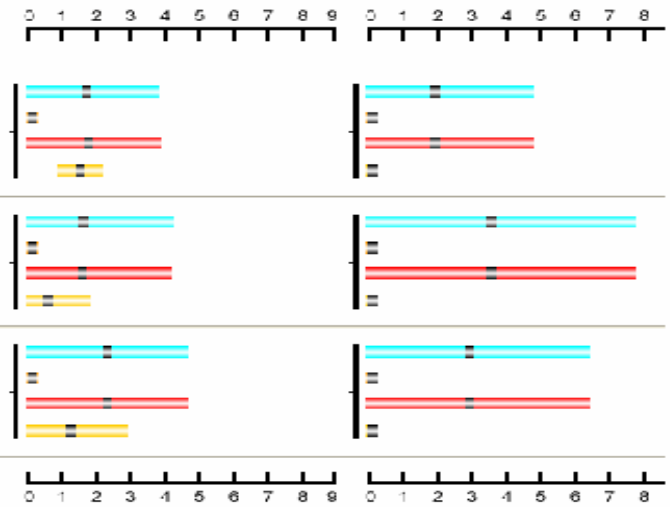
Mean

-1 StD --------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)

Please indicate the number of *quarter or semester courses* **that you have taken at the undergraduate or graduate level in each of the following areas:**



Response Code:

0 = 0 courses	5 = 9-10
1 = 1-2	6 = 11-12
2 = 3-4	7 = 13-14
3 = 5-6	8 = 15-16
4 = 7-8	9 = 17+

Discussion Return to Report Generator

Mathematics Chart O: Instructional Preparation **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update

Legend

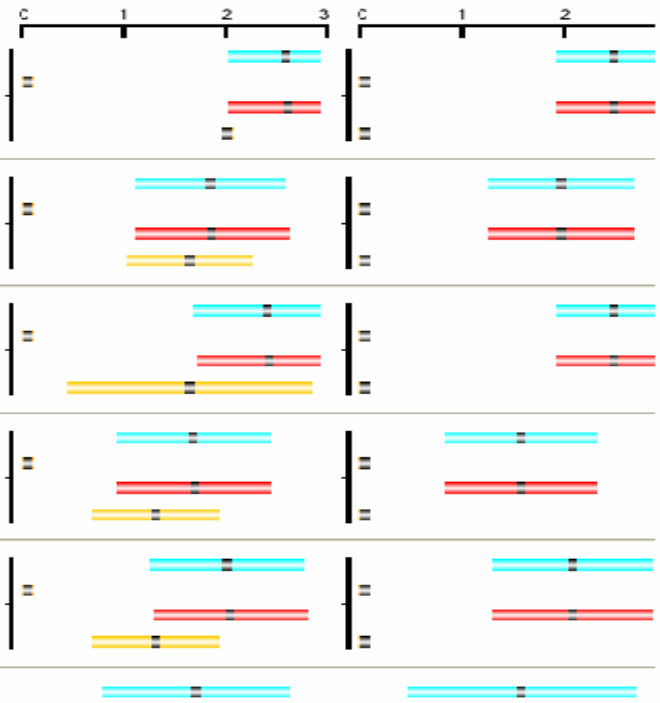
Mean

-1 StD ---------- +1 StD

Group - Grade Lvl	
All Grades	(93)
Grade 9-12	(2)
Grade 5-8	(88)
Grade K-4	(3)

School - Grade Lvl	
All Grades	(10)
Grade 9-12	(0)
Grade 5-8	(10)
Grade K-4	(0)

Please indicate how well prepared you are now to:



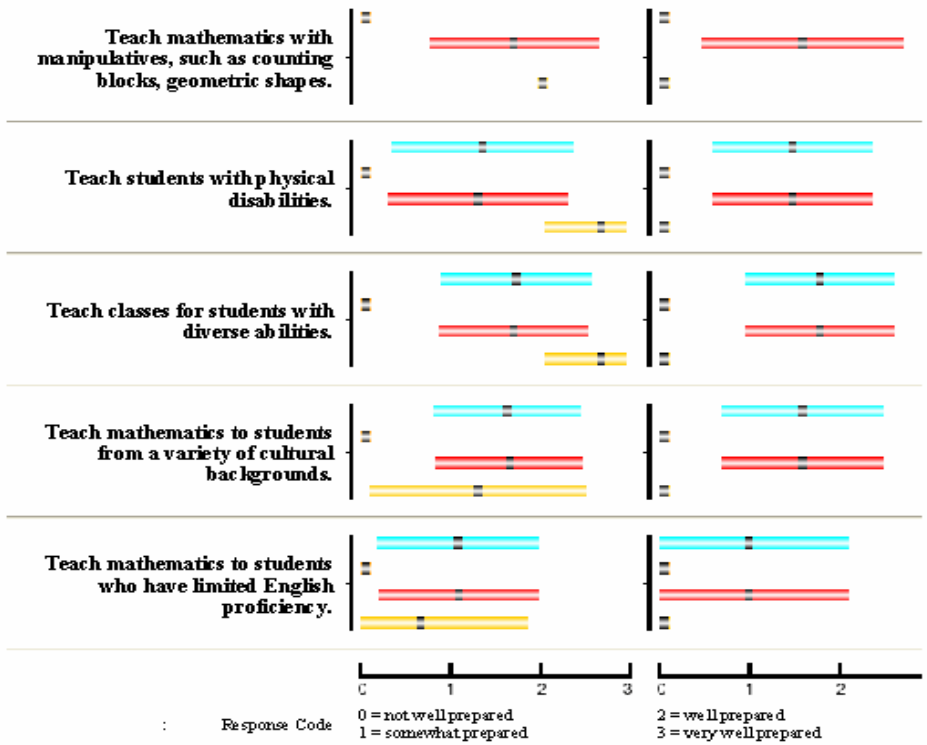
Teach mathematics at your assigned level.

Integrate mathematics with other subjects.

Provide mathematics instruction that meets mathematics standards (district, state, or national).

Use a variety of assessment strategies (including objective and open-ended formats).

Teach problem solving strategies.

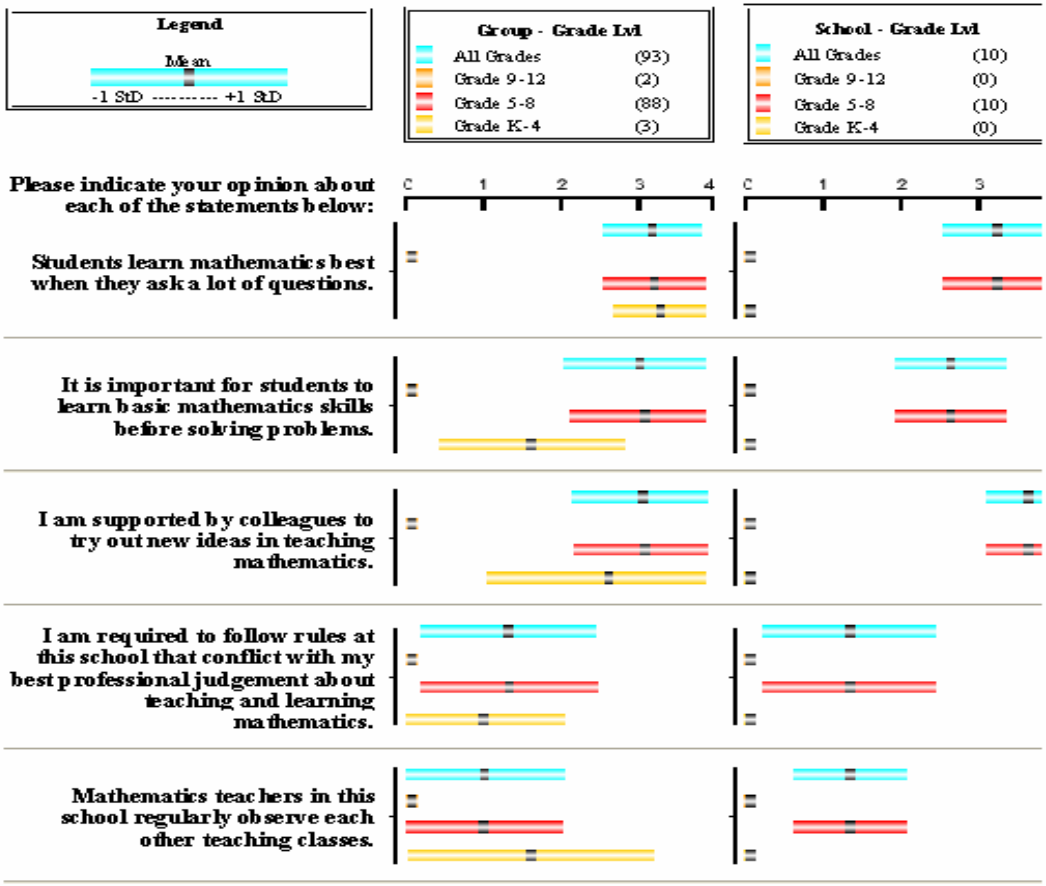


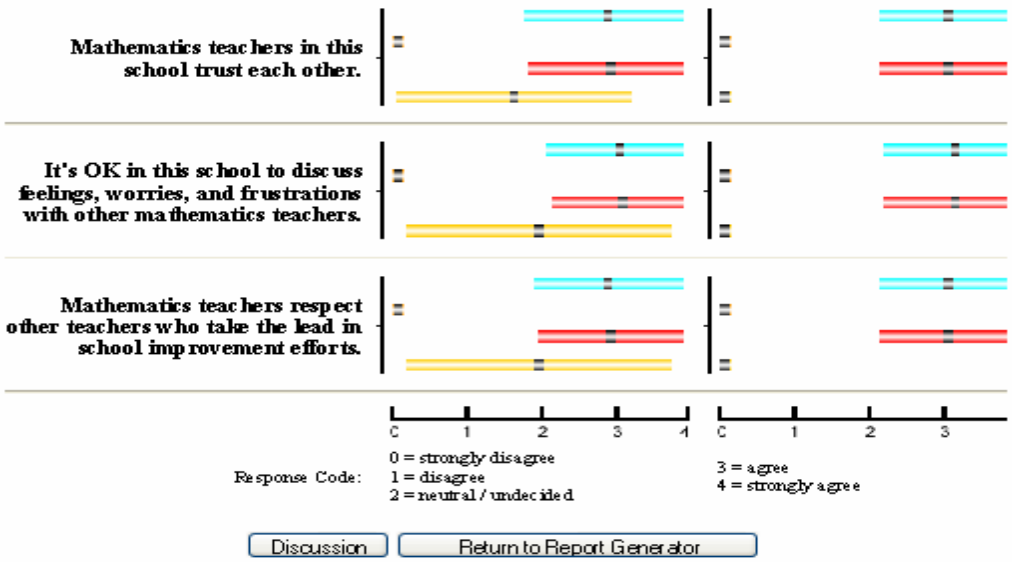
Discussion Return to Report Generator

Mathematics Chart Q: Teacher Opinions **Idaho**

Administration Year:	2006	2006
Sample Selection:	Principal Academy of Lea	West Middle School
Report By:	Grade Lvl	Grade Lvl

Update





Discussion | Return to Report Generator

Mathematics Content

Idaho

Percentage of Overall Mathematics Instructional Time

Alignment re-centered: 0.91

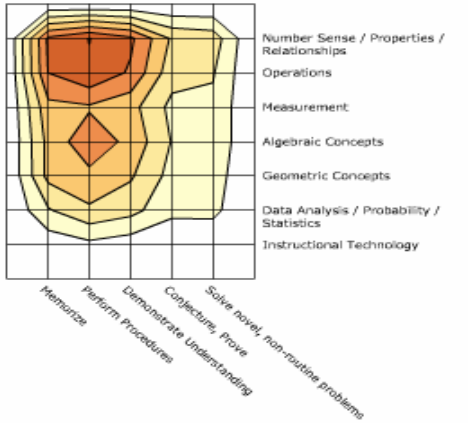
Administration Year: 2006
Viewing: State Data - Idaho
Data Cut: All Data
Count: 92

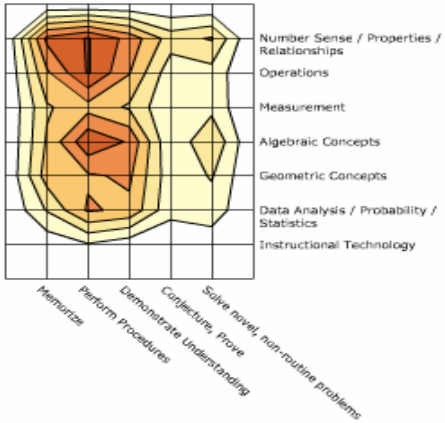
Administration Year: 2006
Viewing: School Data - West Middle School
Data Cut: All Data
Count: 10

Update Maps

0% - 0.99% | 1% - 1.99% | 2% - 2.99% | 3% - 3.99% | 4% - 4.99%
5% - 5.99% | 6% - 6.99% | 7% - 7.99% | 8% - 8.99% | 9% - 9.99%

Contour Interval - 1% of Content Coverage





Mathematics Content

Idaho

Percentage of Overall Mathematics Instructional Time

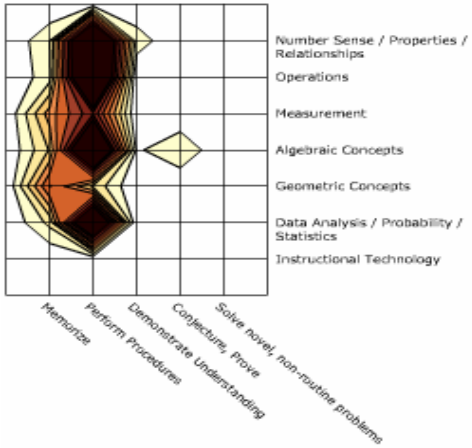
Alignment re-centered: 0.51

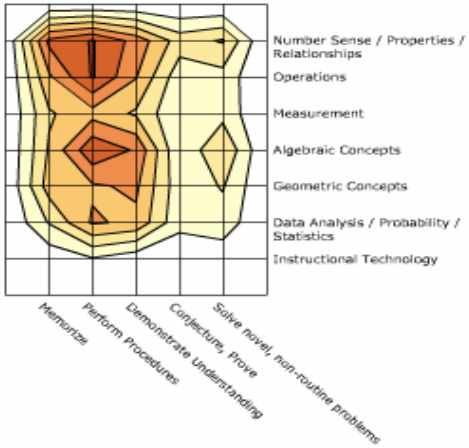
Administration Year: 2006
Viewing: State O Test (2004) Gr. 8 Data
Data Cut: All Data
Count: 1

Administration Year: 2006
Viewing: School Data - West Middle School
Data Cut: All Data
Count: 10

Update Maps

0% - 0.99% | 1% - 1.99% | 2% - 2.99% | 3% - 3.99% | 4% - 4.99%
5% - 5.99% | 6% - 6.99% | 7% - 7.99% | 8% - 8.99% | 9% - 9.99%
Contour Interval - 1% of Content Coverage





Mathematics Content

Idaho

Percentage of Overall Mathematics Instructional Time

Alignment re-centered: 0.91

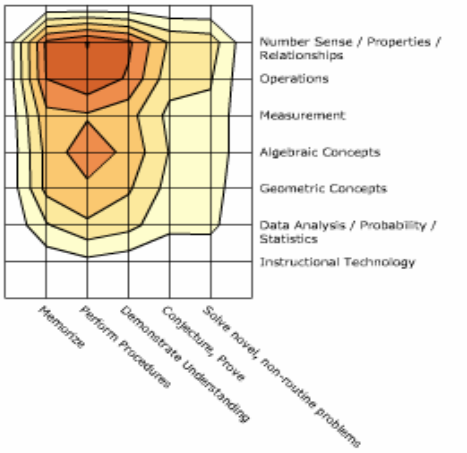
Administration Year: 2006
Viewing: Group Data - Principal Academy of Leadership I
Data Cut: All Data
Count: 92

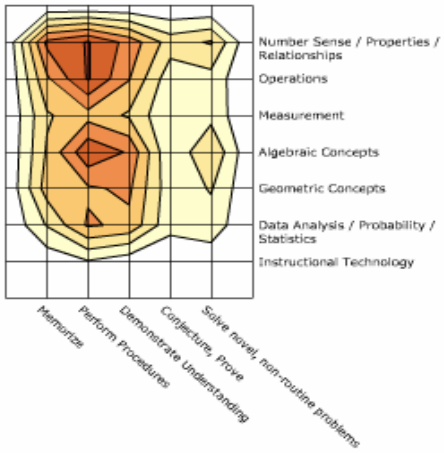
Administration Year: 2006
Viewing: School Data - West Middle School
Data Cut: All Data
Count: 10

Update Maps

0% - 0.99% | 1% - 1.99% | 2% - 2.99% | 3% - 3.99% | 4% - 4.99%
5% - 5.99% | 6% - 6.99% | 7% - 7.99% | 8% - 8.99% | 9% - 9.99%

Contour Interval - 1% of Content Coverage





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Idaho Instructional Review

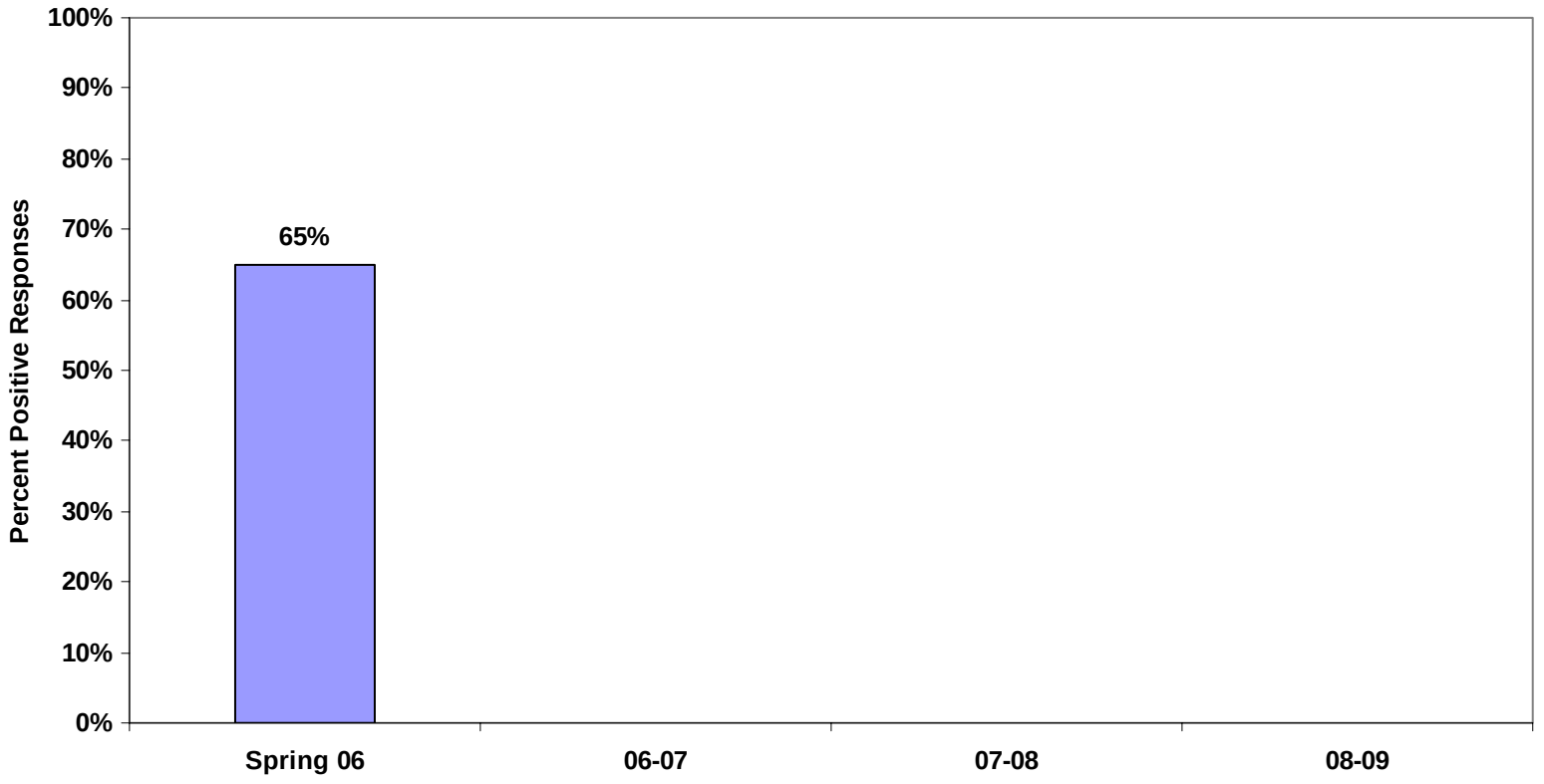
Principal Academy of Leadership I

May 11-12

Idaho Instructional Review

I. The objective of the lesson was... **Stated or implied**
Aligned with state standards
Clear to students

Total Group

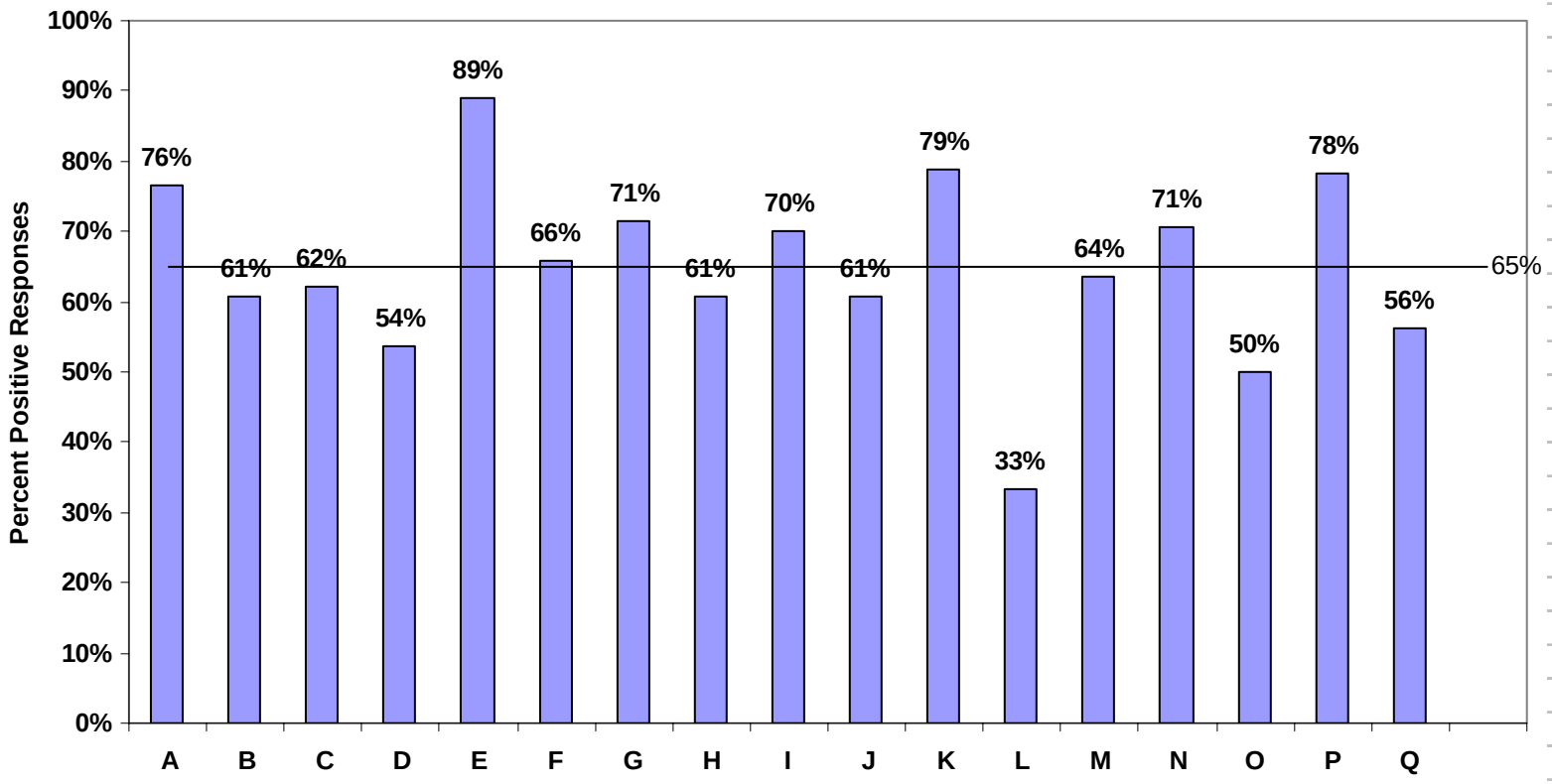


Note: 498 classrooms

Idaho Instructional Review

I. The objective of the lesson was... **Stated or implied**
Aligned with state standards
Clear to students

Individual School



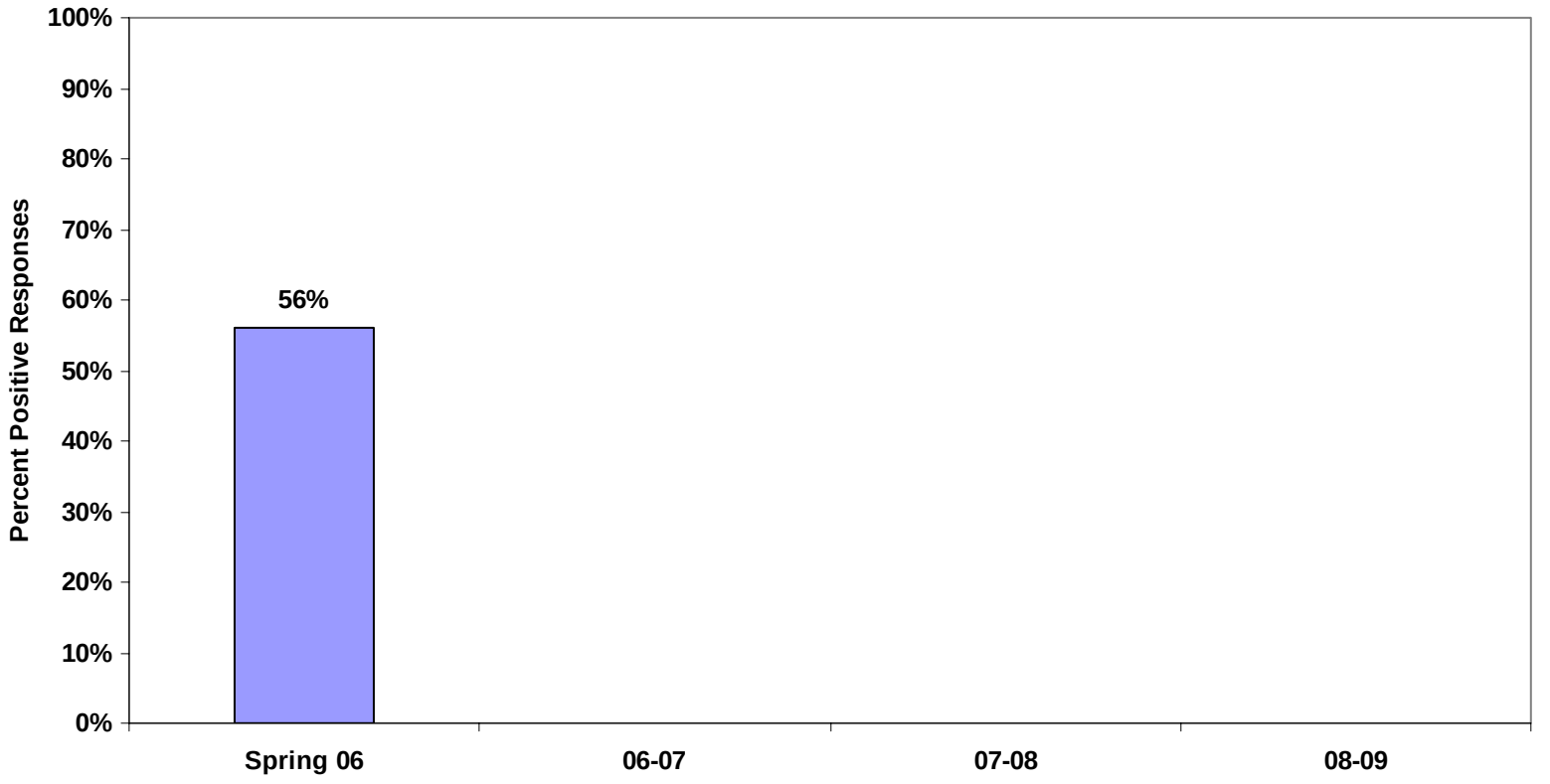
Note: 498 classrooms

Idaho Instructional Review

II. Relative to the lesson objective, the teacher was...

Facilitating a standards-based lesson

Total Group



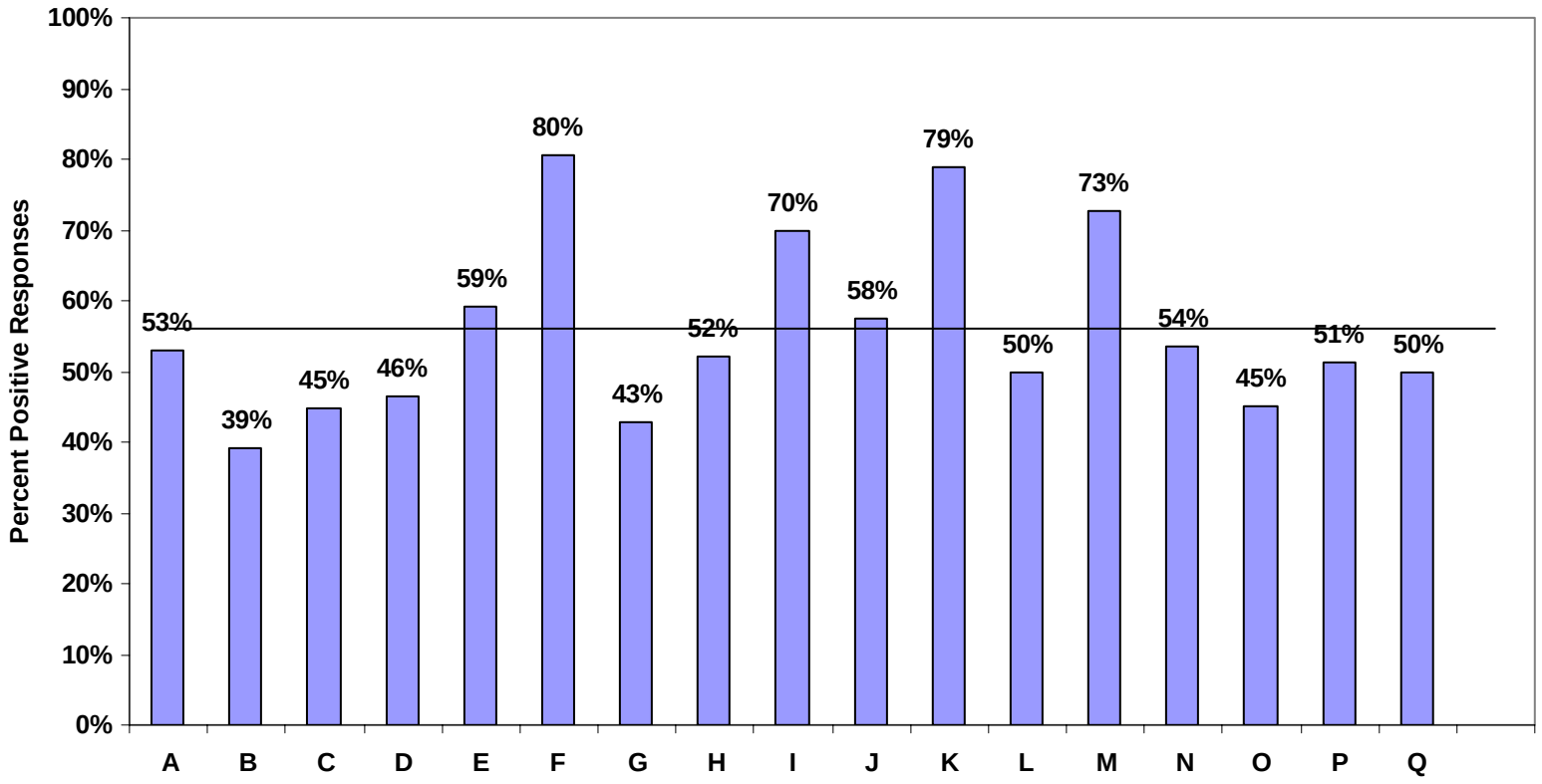
Note: 498 classrooms

Idaho Instructional Review

II. Relative to the lesson objective, the teacher was...

Facilitating a standards-based lesson

Individual School



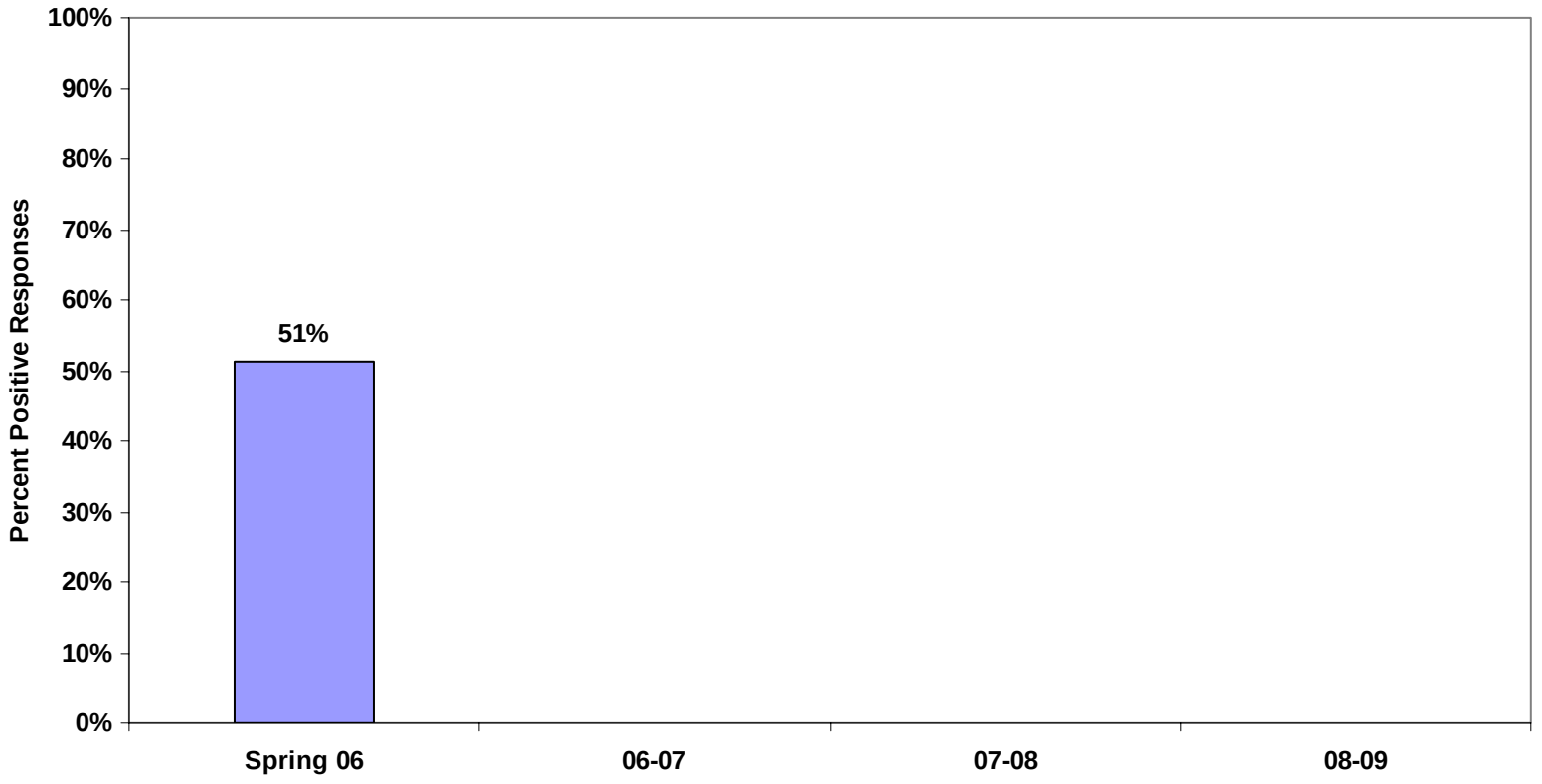
Note: 498 classrooms

Idaho Instructional Review

III. Level of student engagement in activities appropriate to the lesson:

All students were engaged

Total Group



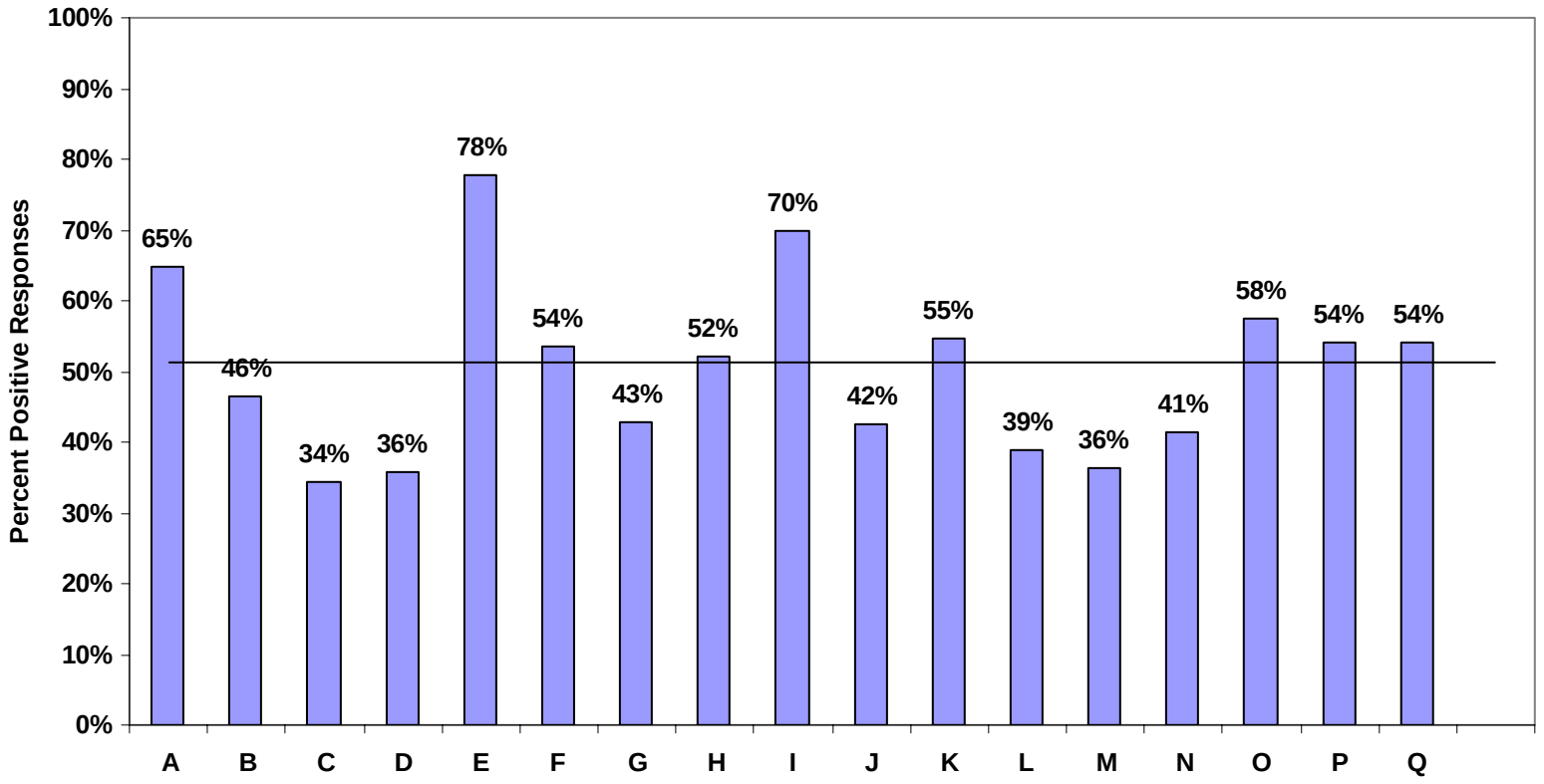
Note: 498 classrooms

Idaho Instructional Review

III. Level of student engagement in activities appropriate to the lesson:

All students were engaged

Individual School



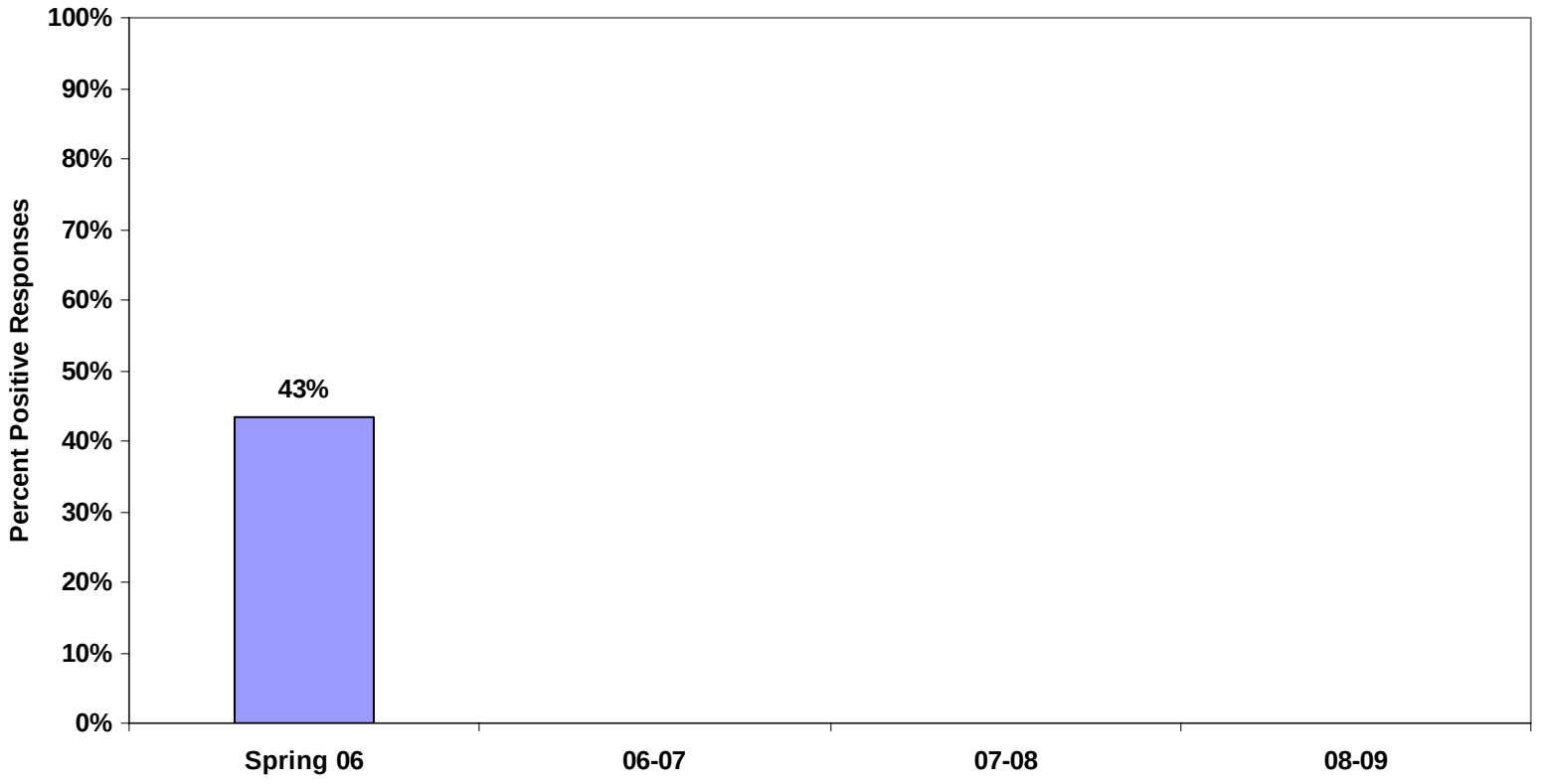
Note: 498 classrooms

Idaho Instructional Review

IVA. The teacher assessed the learning of the current objective for:

All students

Total Group



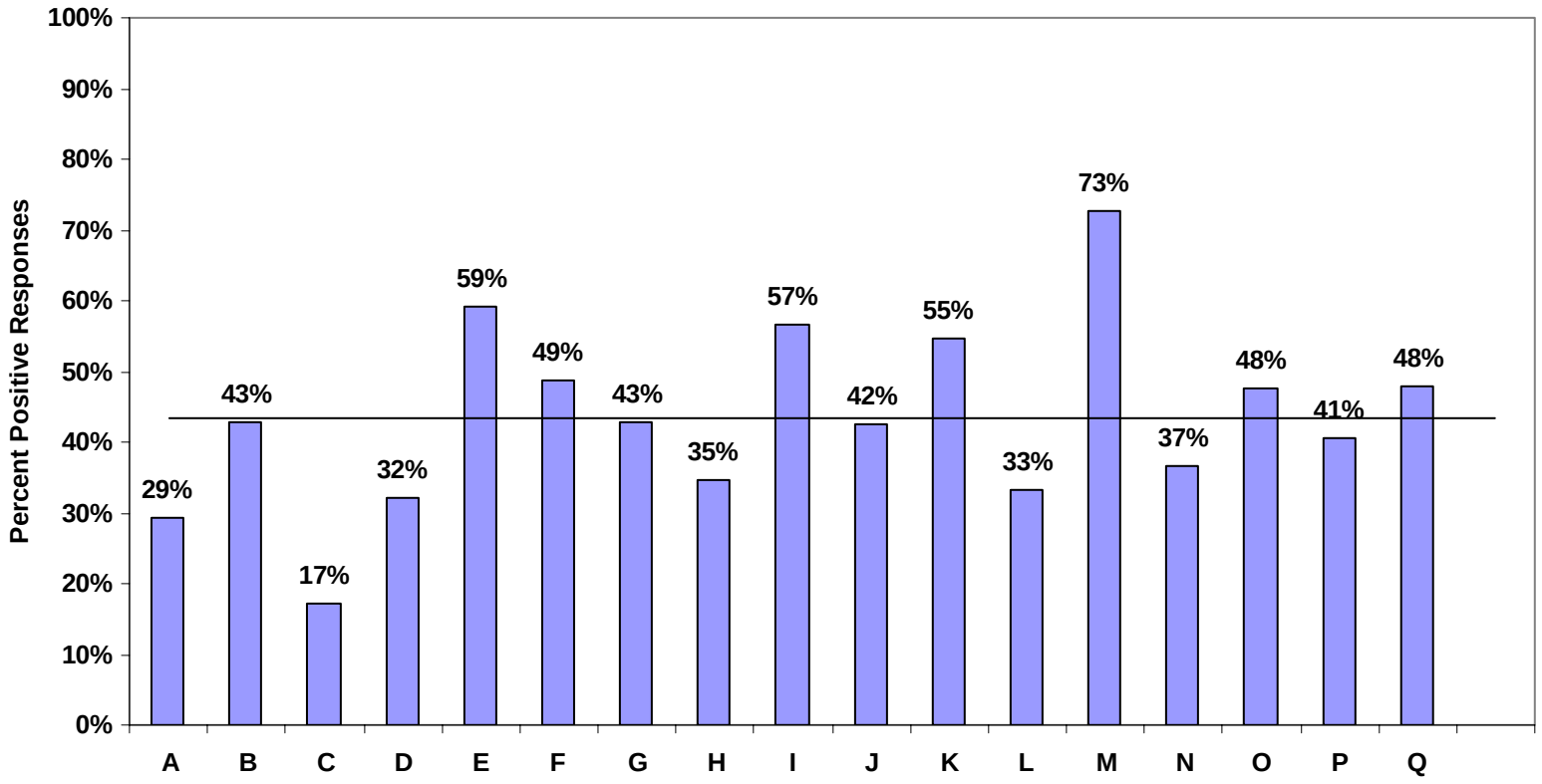
Note: 498 classrooms

Idaho Instructional Review

IVA. The teacher assessed the learning of the current objective for:

All students

Individual School



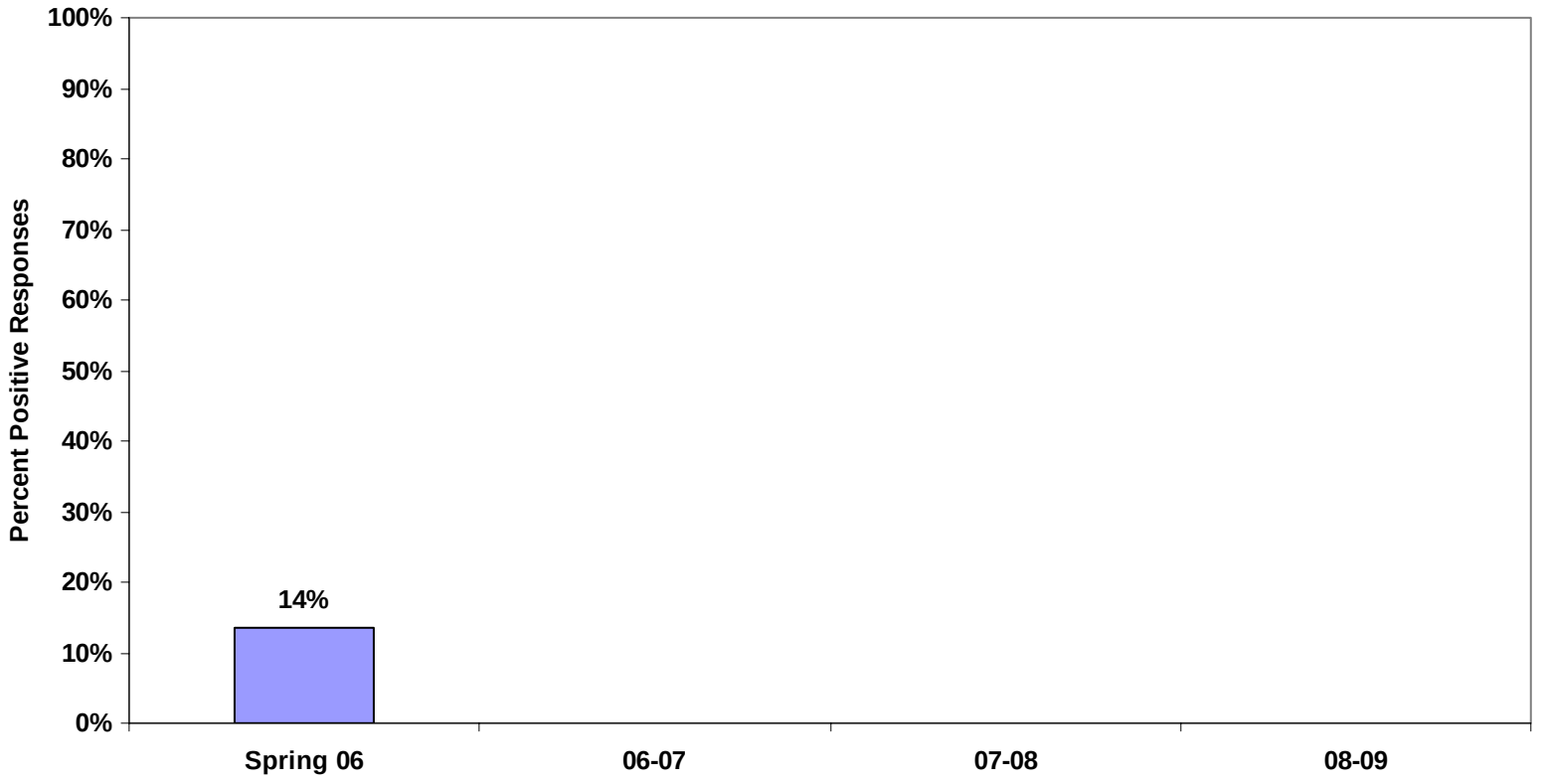
Note: 498 classrooms

Idaho Instructional Review

IVB. The teacher's assessment included:

Higher order questioning of all students

Total Group



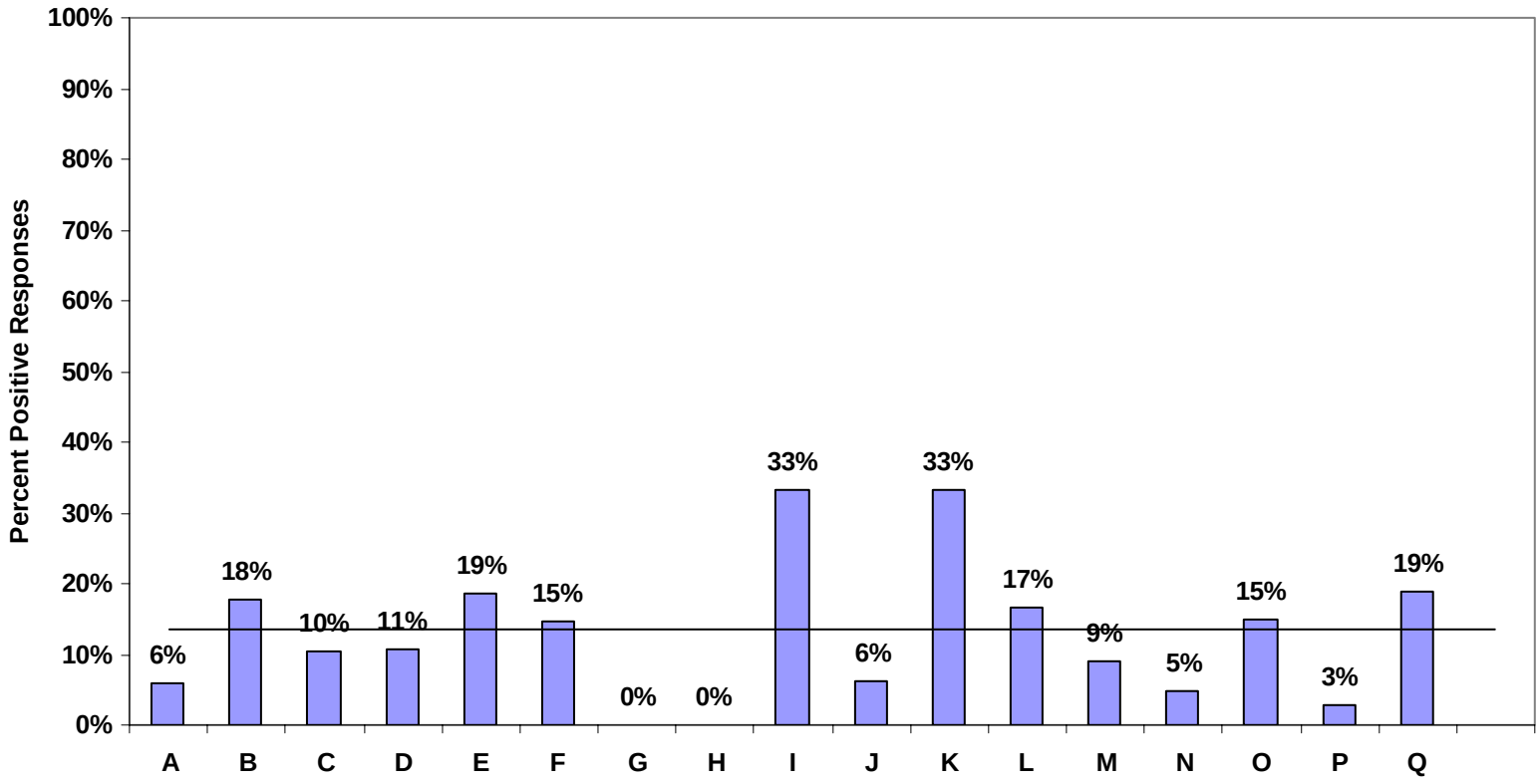
Note: 498 classrooms

Idaho Instructional Review

IVB. The teacher's assessment included:

Higher order questioning of all students

Individual School



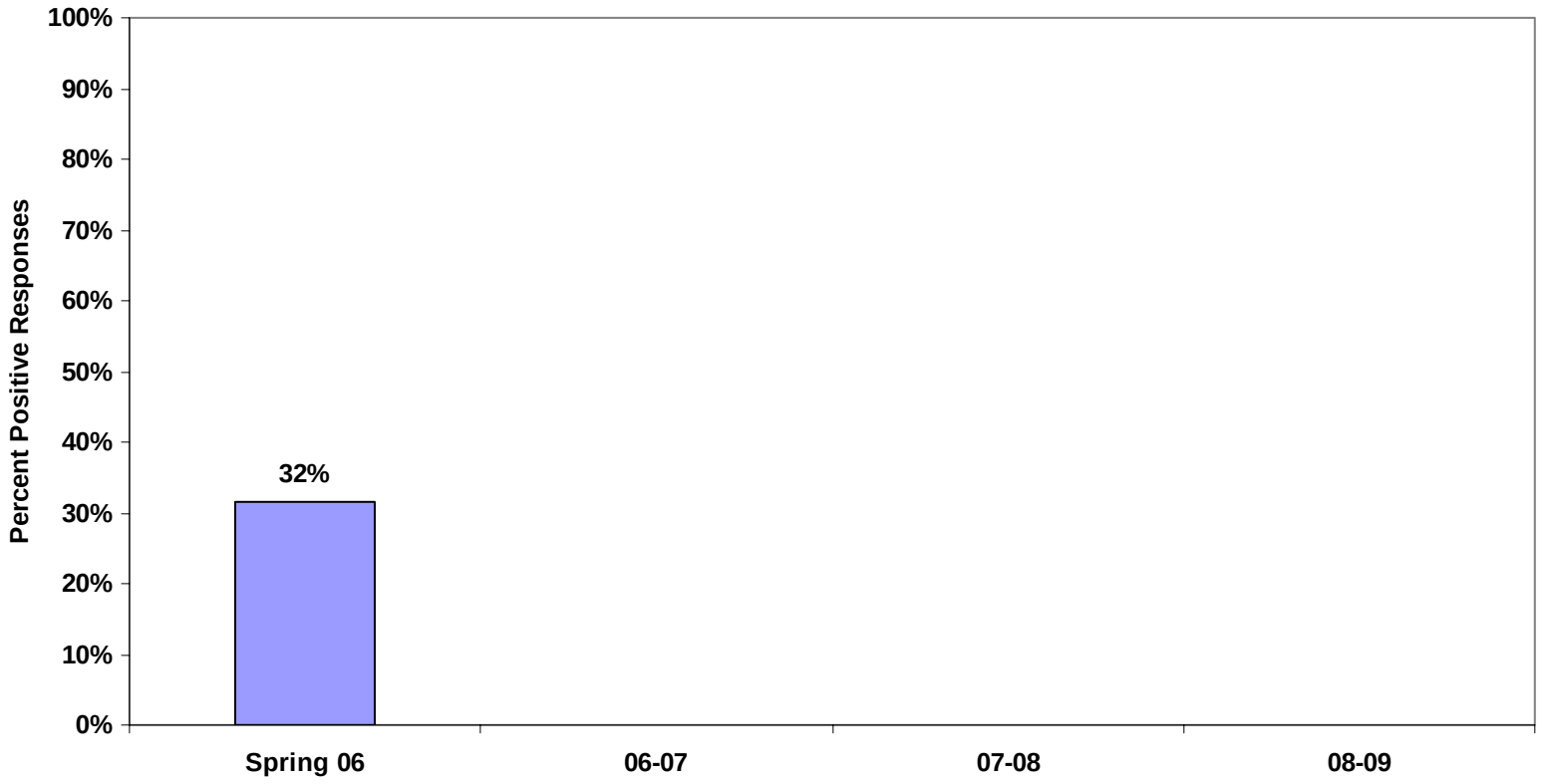
Note: 498 classrooms

Idaho Instructional Review

VA. Rate the overall effectiveness of the lesson:

Excellent

Total Group



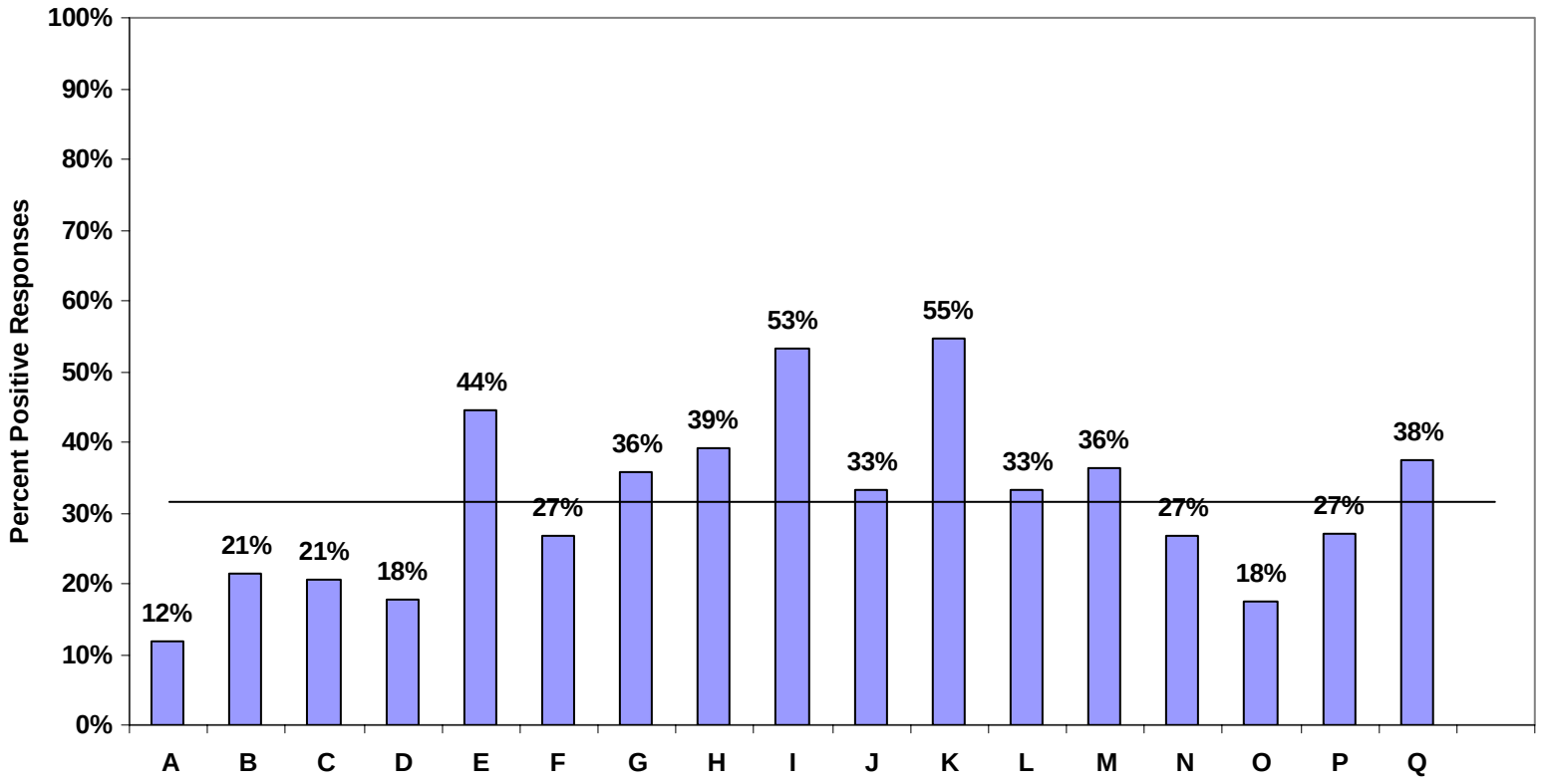
Note: 498 classrooms

Idaho Instructional Review

VA. Rate the overall effectiveness of the lesson:

Excellent

Individual School

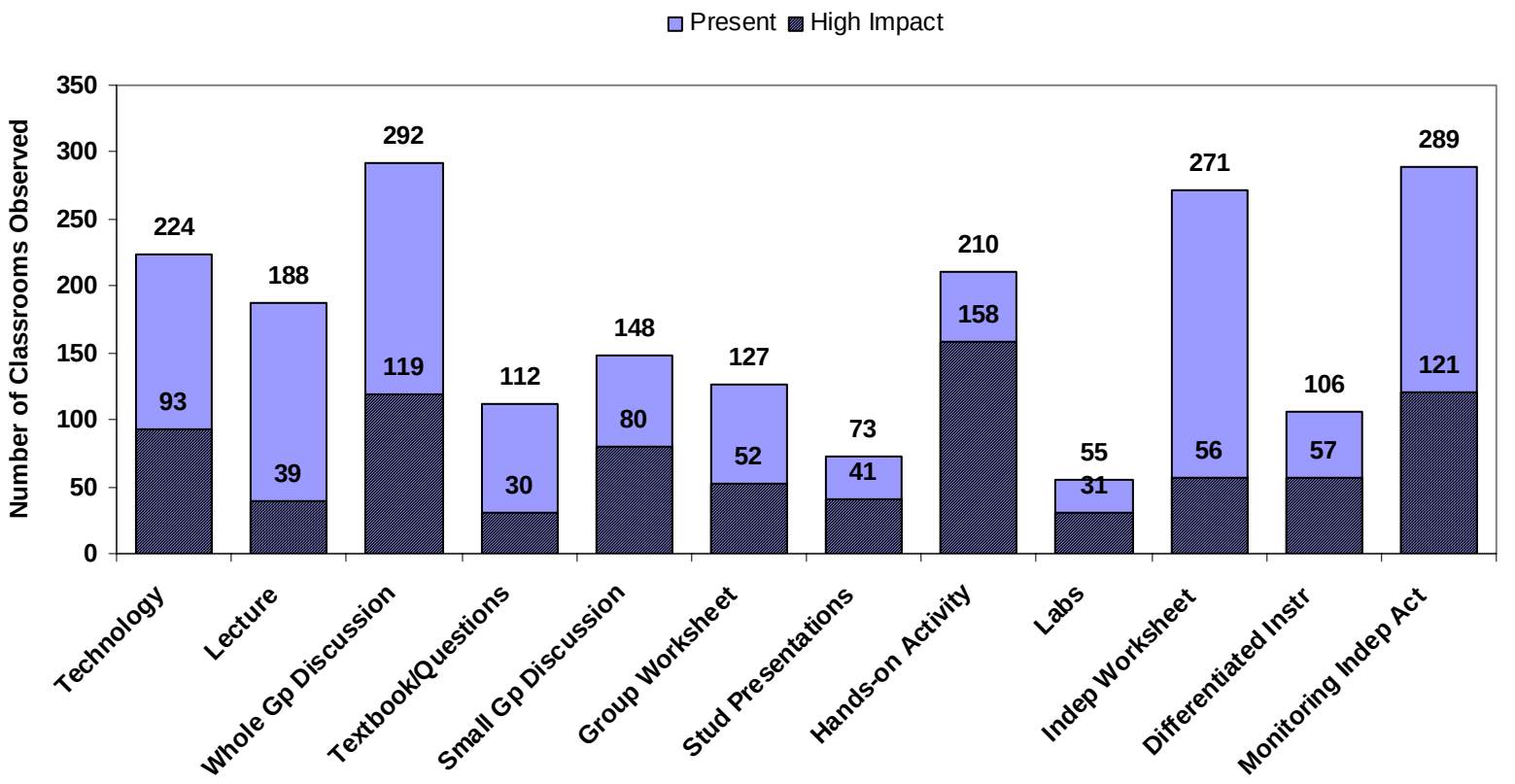


Note: 498 classrooms

Idaho Instructional Review

VB. Classroom Activities

Total Group

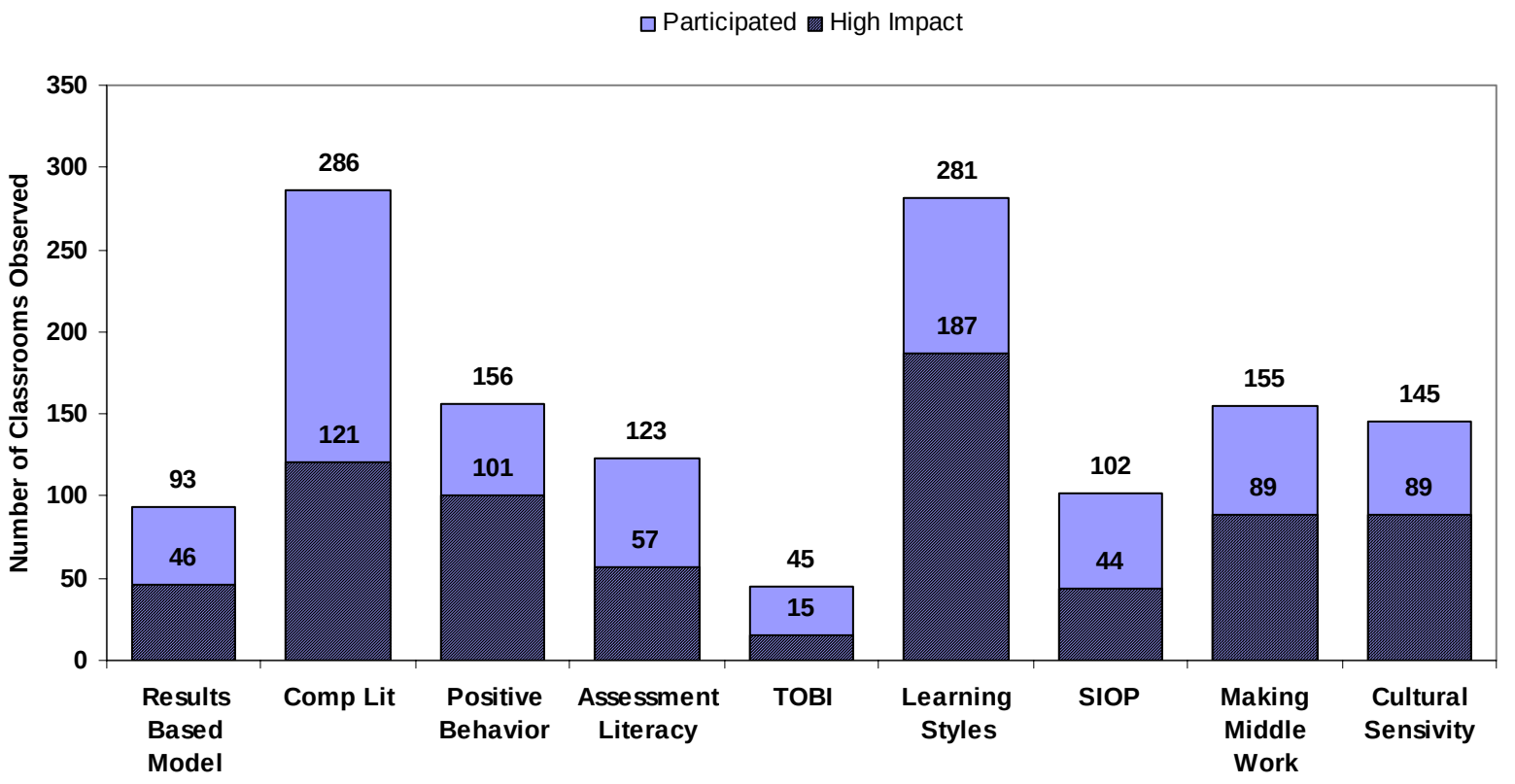


Note: 498 classrooms

Idaho Instructional Review

Professional Development

Total Group



Note: 498 classrooms

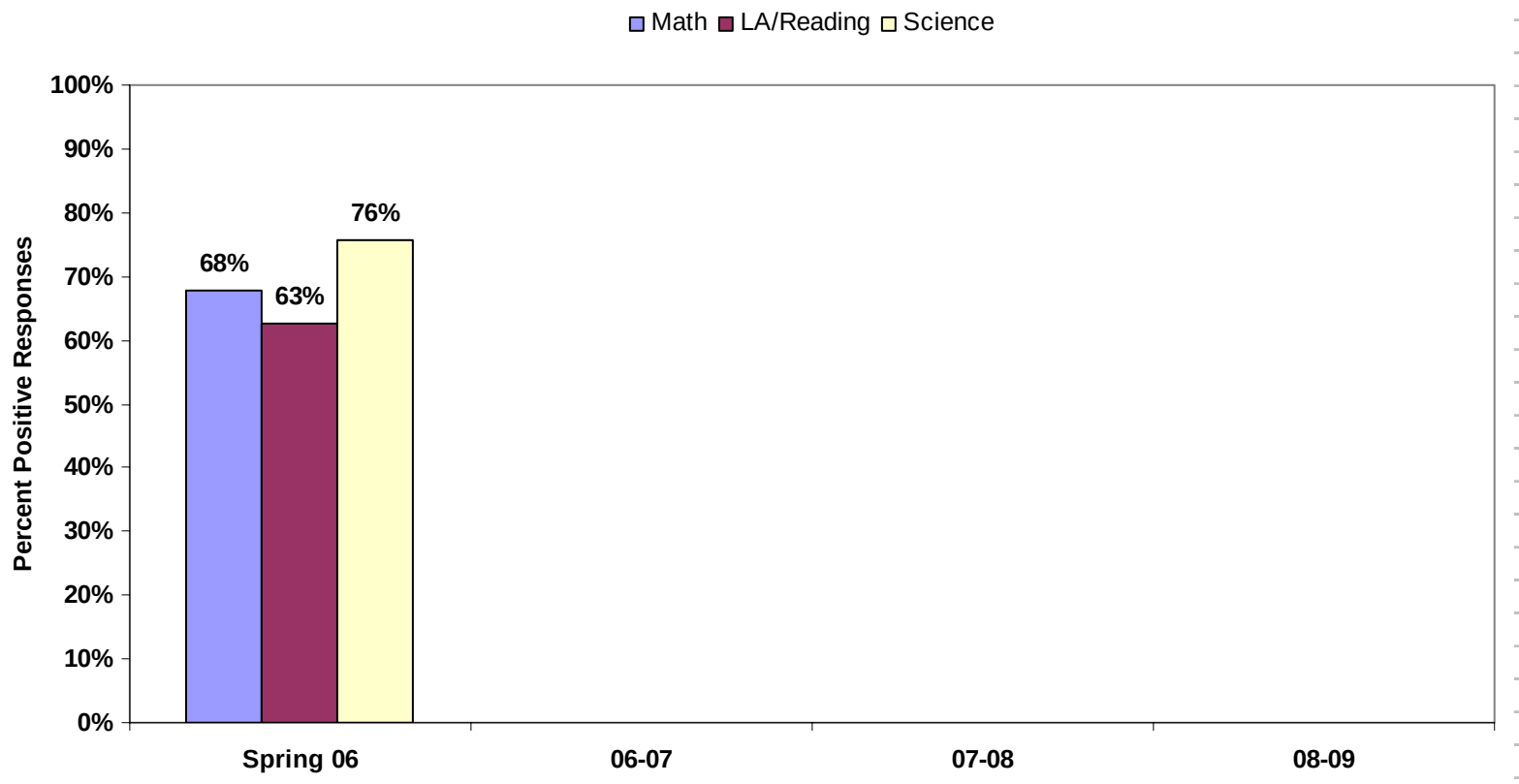
Idaho Instructional Review

I. The objective of the lesson was... **Stated or implied**

Aligned with state standards

Clear to students

Total Group



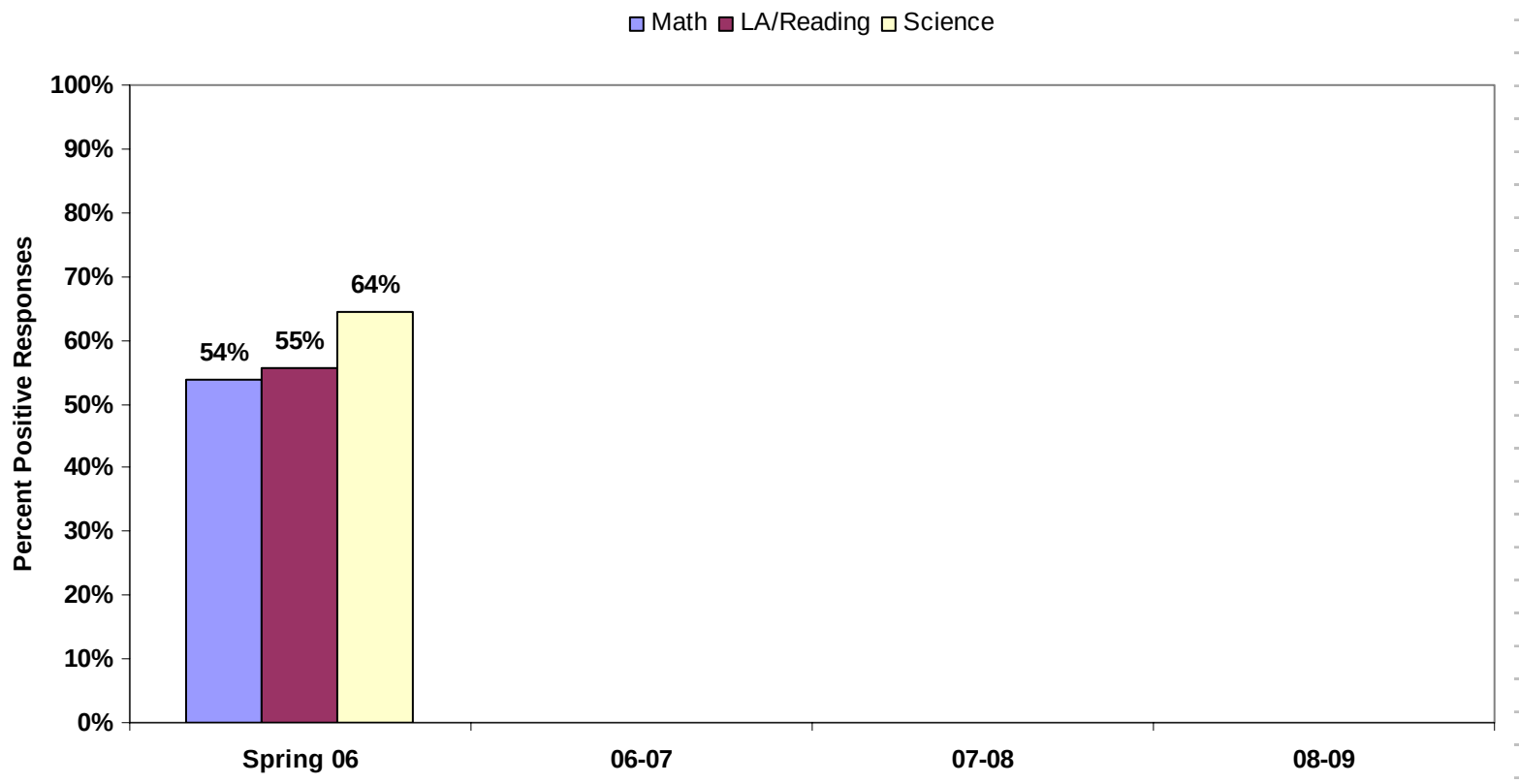
Note: 498 classrooms

Idaho Instructional Review

II. Relative to the lesson objective, the teacher was...

Facilitating a standards-based lesson

Total Group



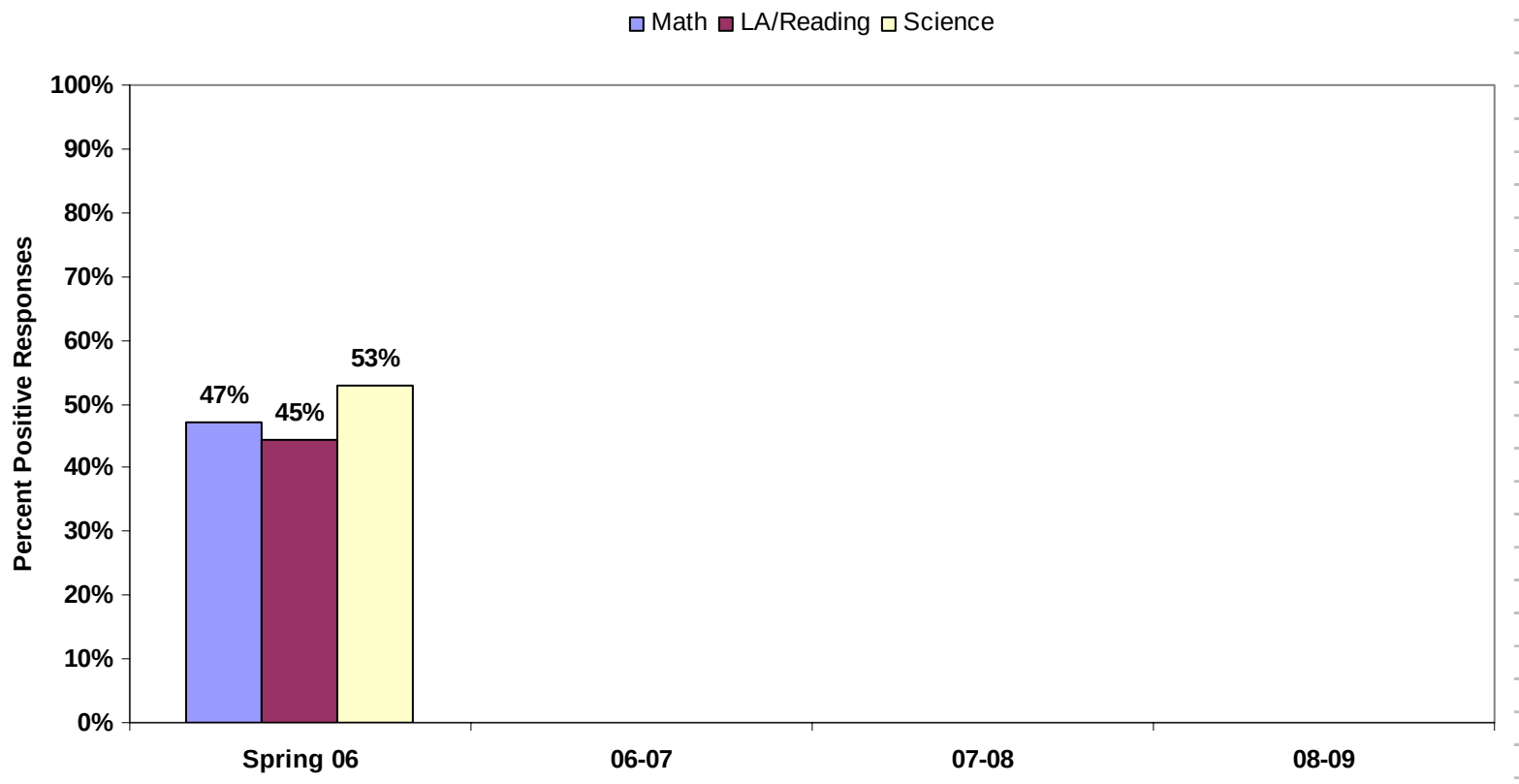
Note: 498 classrooms

Idaho Instructional Review

III. Level of student engagement in activities appropriate to the lesson:

All students were engaged

Total Group



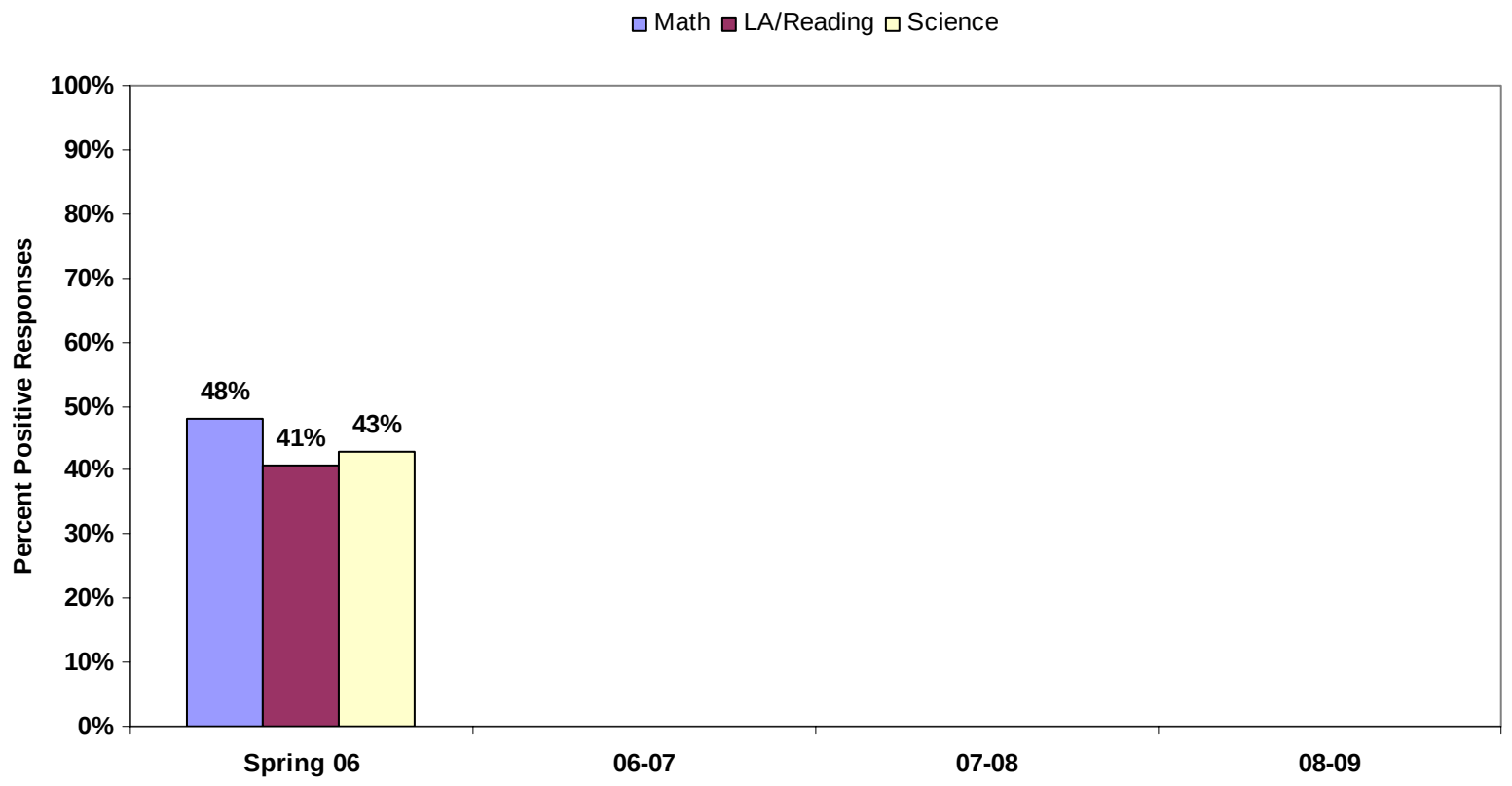
Note: 498 classrooms

Idaho Instructional Review

IVA. The teacher assessed the learning of the current objective for:

All students

Total Group



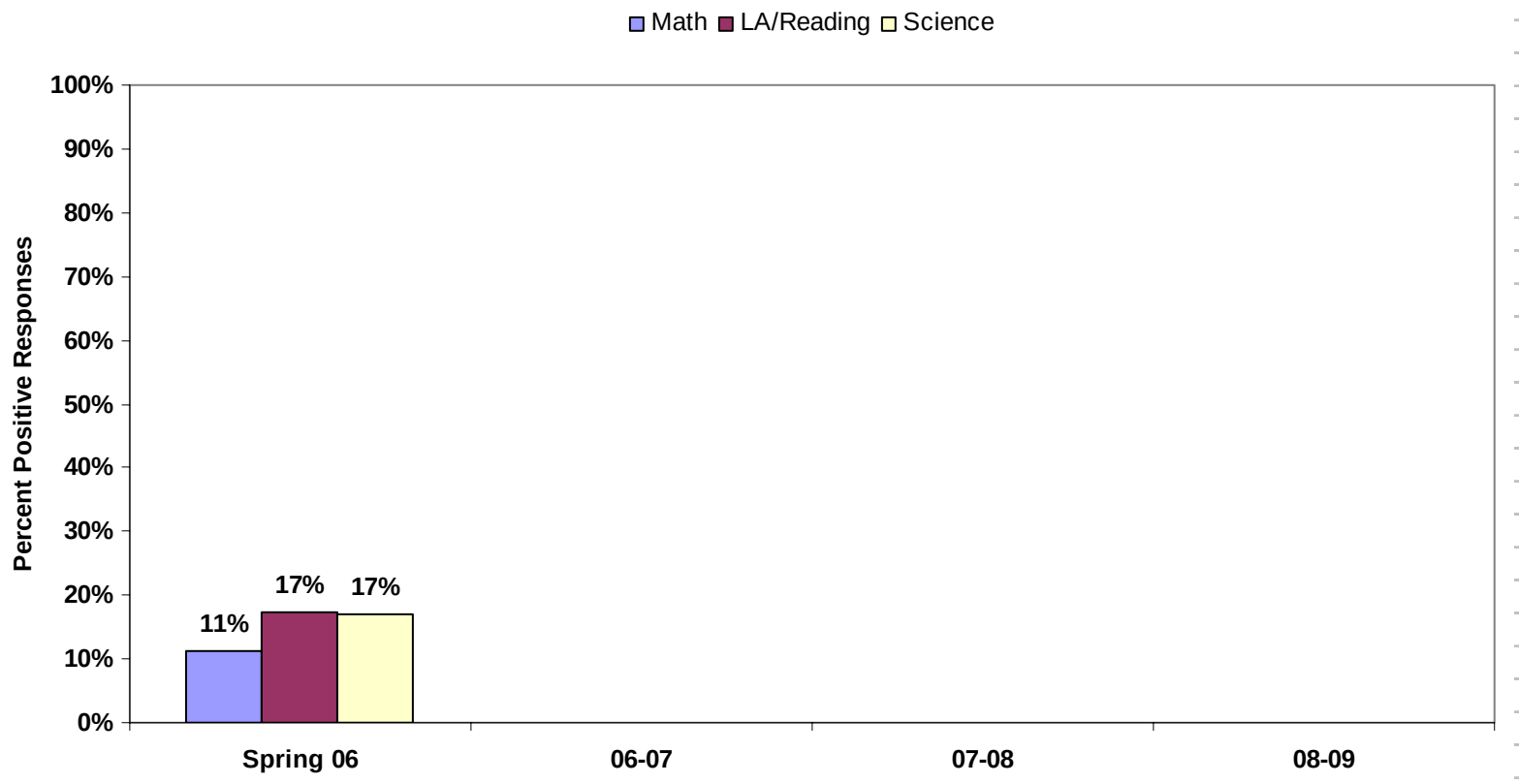
Note: 498 classrooms

Idaho Instructional Review

IVB. The teacher's assessment included:

Higher order questioning of all students

Total Group



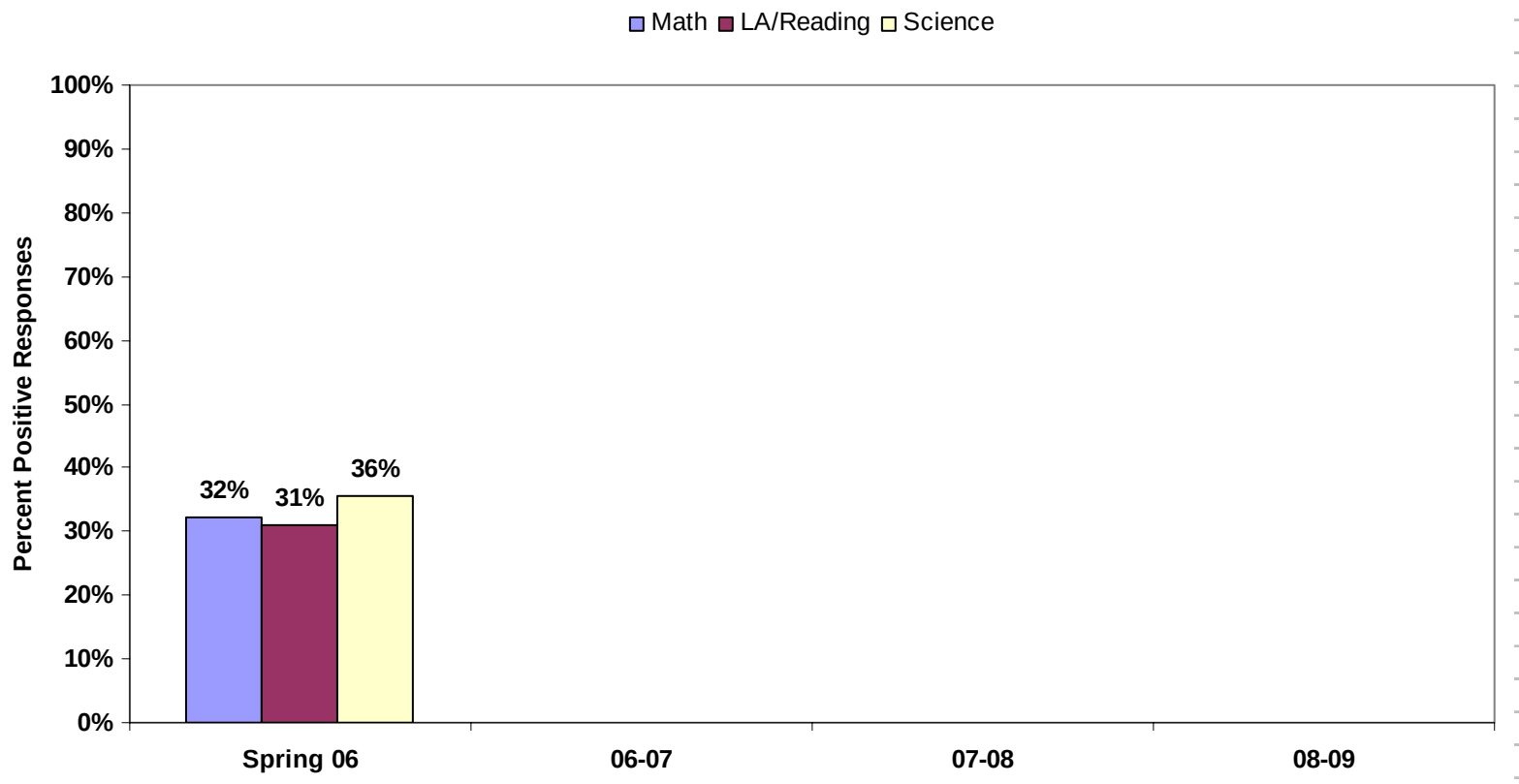
Note: 498 classrooms

Idaho Instructional Review

VA. Rate the overall effectiveness of the lesson:

Excellent

Total Group



Note: 498 classrooms

Project-Based Learning Regional Conferences
Region I

Overview

Presenters:	Peggy Wenner Susan Harrington	**Location:**	Coeur d'Alene Inn Coeur d'Alene
# of Participants:	29	**Dates:**	April 6 - 7, 2006
# of Businesses:	1	**# of Schools:**	8

Budget Information		
Participant Binders	$	449.14
Mailings	$	198.60
Meeting Room/Catering	$	1,337.56
Participant Travel	$	492.66
Presenter Travel	$	911.62
Handbooks	$	211.50
Substitute Reimbursement	$	1,584.00
Conference Expenditure Total	**$**	**5,185.08**

"I've learned what 'Project-based Learning' involves rather than 'teaching using projects'"
- A.H. from Avery School

"The rubrics are great. Thank you!"
- L.L. from Lakeland Junior High School

"Student motivation for project-based learning makes it all worth while."
- S.P. from Avery School

"The templates for planning the process are helpful."
- J.W. from Sandpoint Charter School

"I like the idea for project-based learning - we use it all the time in my department."
- V.S. from Lake City High School

Project Examples

School: St. Maries High School
Project Title: "Paving the Way to a Better Community"
Driving Question: How could a better State Highway Three lead to a more prosperous community?
Subjects: History, Government, Economics, Marketing, English, and Math

School: Avery School
Project Title: "Cultural Roots of Avery Citizens"
Driving Question: How did immigration and cultural diversity influence the current and past residents of Avery?
Subjects: History, Science, Mathematics, Technology, and Language Arts

School: **Sandpoint Charter School**
Project Title: "The Rocket Kids"
Driving Question: Where did rockets come from? Why are they important in modern society?
Subjects: Science, Art, Math, Social Studies, Language Arts, and Communication

Project-Based Learning Regional Conferences
Region II

Overview

Presenters:	Peter Kavouras Sherawn Reberry	**Location:**	Red Lion Hotel Lewiston
# of Participants:	52	**Dates:**	May 11 - 12, 2006
# of Businesses:	1	**# of Schools:**	15

Budget Information		
Participant Binders	$	819.02
Mailings	$	259.82
Meeting Room/Catering	$	2,424.78
Participant Travel	$	2,780.41
Presenter Travel	$	941.50
Handbooks	$	564.00
Substitute Reimbursement	$	3,220.00
Conference Expenditure Total	**$**	**11,009.53**

"This is the way I teach and I love that I now know I can 'back it up' as a great way to teach."
- H.F. from Sacajawea Junior High School

"I like the idea of having teachers collaborate to teach a topic throughout all of the subject areas.
- D.G. from Moscow High School

"It always amazes me how subject areas can 'see' their curriculum in seemingly unrelated projects."
- J.D. from Moscow School District

"'Mapping the Project' will help me further develop what I'm already doing."
- P.K. from Priest River High School

<u>Project Examples</u>

School: Potlatch Junior/Senior High School
Project Title: "Clear-Cutting the Clearwater: Are Forests a Renewable Resource?"
Driving Question: How do you balance the economic benefits of timber harvest and environmental protection of the Clearwater Forest?
Subjects: Earth Science, English, and Idaho History

School: Moscow High School
Project Title: "Immigration Between Mexico and the U.S."
Driving Question: If you were designing the immigration policy between Mexico and the United States, what would it include and how would it impact our community?
Subjects: Spanish, Art, Applied Science, Information Literacy, English, Social Skills

Project-Based Learning Regional Conferences
Region III

Overview

Presenters:	PBL Action Team	**Location:**	Owyhee Plaza Boise
# of Participants:	70	**Dates:**	November 4 - 5, 2005
# of Businesses:	22	**# of Schools:**	19

Budget Information		
Supplies	$	18.06
Mailings	$	64.63
Meeting Room/Catering	$	3,313.20
Participant Travel	$	7,293.77
Substitute Reimbursement	$	2,148.26
Conference Expenditure Total	**$**	**12,837.92**

"Well organized and well done!"
- B.Q. from Mackay High School
- Region VI

"I enjoyed hearing from the alternative school from Spokane. Some of the things they discussed may seem beyond our current means, but we could use some of their ideas on a smaller scale."
- S.A. from Post Falls Middle School
- Region I

"This workshop gave me insight into using the 'Driving Questions' to help drive the unit and help students and myself understand what needs to be done."
- A.P. from Jenifer Junior High School
- Region II

Project Examples

School: Buhl High School
Project Title: "Career Development"
Driving Question: How can I use my personal interests and skills to find a career that will fulfill my personal and financial needs and help me be a contributing member of society?
Subjects: English, Speech, Careers, Technology, Counseling, and Community
Region IV

School: Pocatello High School
Project Title: "The Other Side of the Lottery"
Driving Question: How can we use the laws of probability to design and implement a school "scratch" lottery program?
Subjects: Mathematics (Algebra I)
Region V

Project-Based Learning Regional Conferences
Region IV

Overview

Presenters:	Peter Kavouras Sherawn Reberry	**Location:**	New Hampton Inn Twin Falls
# of Participants:	26	**Dates:**	April 24 – 25, 2006
# of Businesses:	1	**# of Schools:**	17

Budget Information		
Participant Binders	$	805.81
Mailings	$	148.15
Meeting Room/Catering	$	2,022.00
Participant Travel	$	1,035.69
Presenter Travel	$	724.56
Handbooks	$	376.00
Substitute Reimbursement	$	3,426.27
Sign Language Interpreters	$	2,050.00
Conference Expenditure Total	**$**	**10,588.48**

"The mapping portion gave me a better idea of how to plan."
- R.G. from Idaho School for the Deaf & Blind

"I just really enjoyed learning how project-based learning is so inter-curricular. I didn't realize how much the students would actually learn by just going one project."
- K.W. from Declo Junior High School

"I won't just forget about what I learned and put away the information, but will use and internalize it."
- M.R. from Idaho School for the Deaf & Blind

"I was impressed by the cross-curricular opportunities available when using PBL."
- T.C. from Jerome High School

"I appreciated the High Order Thinking tool. It is a good aid to use with staff in planning and implementing PBL ideas for the Community Partnership Components."
- J.S. from Idaho School for the Deaf & Blind

Project Examples

School: Castleford School
Project Title: "Distance in the Solar System"
Driving Question: With space discoveries happening everyday, our solar system is more involved that once thought. Is our current model of the solar system complete?
Subjects: Math and Science

School: Idaho School for the Deaf & Blind
Project Title: "Challenges in Diverse Biospheres"
Driving Question: How do we use human ingenuity and resources to overcome adverse environments?
Subjects: Science, Language Arts, Math, and Social Studies

Project-Based Learning Regional Conferences
Region V

Overview

Presenters:	Peggy Wenner Gail Rochelle	**Location:**	Holiday Inn Pocatello
# of Participants:	62	**Dates:**	February 16 - 17, 2006
# of Businesses:	4	**# of Schools:**	16

Budget Information		
Participant Binders	$	911.49
Mailings	$	325.14
Meeting Room/Catering	$	2,838.21
Participant Travel	$	969.06
Presenter Travel	$	806.28
Handbooks	$	493.50
Substitute Reimbursement	$	2,892.00
Conference Expenditure Total	**$**	**9,192.90**

"I loved having the project planning guide created for me. Great for starting (new projects)."
- G.T. from Preston Junior High School

"The project examples were very exciting and inspiring."
- C.S. from Pocatello High School

"What a wonderful resource I will use!"
- A.A. from Highland High School

"The rubrics are wonderful."
- J.G. from Preston Junior High School

"As the Earth Science teacher, I am planning to get some partner projects in place."
- C.L. from Marsh Valley Middle School

Project Examples

School: Pocatello High School
Project Title: "The History of the United States' Railroads"
Driving Question: How did railroad travel affect life in the United States?
Subjects: History, Math, Science, and English

School: Highland High School
Project Title: "Violence and Society"
Driving Question: How does the hypocrisy of violence impact society?
Subjects: History, Choir, Art, English, and Science

School: Pocatello High School
Project Title: "Bring a Touch of Japan to Sister City Park"
Driving Question: How has art influenced the Japanese culture in comparison to the influence of art on American life?
Subjects: Art and Japanese

Project-Based Learning Regional Conferences
Region VI

Overview

Presenters:	Sally Harris Kristi Enger	**Location:**	Red Lion Hotel Idaho Falls
# of Participants:	92	**Dates:**	March 2 - 3, 2006
# of Businesses:	13	**# of Schools:**	24

Budget Information		
Participant Binders	$	1,307.79
Mailings	$	139.18
Meeting Room/Catering	$	3,969.34
Participant Travel	$	934.26
Handbooks	$	705.00
Substitute Reimbursement	$	3,531.97
Conference Expenditure Total	**$**	**10,587.54**

"I was so impressed by the amount of enthusiasm and interest generated by the students and how much they willingly learn by projects."
- C.P. from Bonneville High School

"I'll use this to revise and strengthen my assessment."
- J.K. from Hillcrest High School

"I have been a PBL teacher in the past but I have also put it on the back burner with ISAT emphasis. I think that by using string assessments and good planning, I can get back in the swing of things."
- V.J. from Bonneville High School

"It seems so so-able with these guidelines."
- A.M. from Rocky Mountain Middle School

Project Examples

School: Westview High School
Project Title: "Healthy Foods in the Vending Machines"
Driving Question: Given the fact the state is mandating healthy food guidelines, what snacks would students be willing to purchase within these guidelines?
Subjects: School Wide

School: Salmon High School
Project Title: "From Scow to Now"
Driving Question: What information, planning, and actions are necessary to plan and execute a successful and entertaining river trip?
Subjects: Math, Social Studies, and Economics

Problem-Based Economics Workshop

Overview

Presenters:	Peter Kavouras	**Location:**	Doubletree Riverside Boise
# of Participants:	13	**Dates:**	December 5 – 6, 2005

Budget Information		
Participant Manuals	$	2,890.00
Supplies	$	46.47
Meeting Room/Catering	$	876.00
Participant Travel Stipends	$	245.00
Presenter Training Fee	$	1,000.00
Mailings	$	24.20
Conference Expenditure Total	**$**	**5,081.67**

"Students are actively involved in solving problems while at the same time learning important concepts."
- D. L. from Cassia High School

"This is not only valuable for social studies teachers but also for Business Education teachers."
- D. J. from Glenns Ferry High School

"I am excited about teaching economics again."
- G. M. from Sacajawea Jr. High School

Workshop Description:

Problem-based education is built around realistic, engaging scenarios that require students to master academic content before they can solve the problem. Students collaborate to define the problem and identify gaps in their knowledge, investigate and learn essential content knowledge, discuss potential problem solutions, and finally agree upon their group's own answer to the problem.

In this training, teachers learned how to conduct problem-based learning and implement eight problem-based economics curriculum units by actually experiencing several units just as students will do in their classrooms.

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TAB	DESCRIPTION	ACTION
1	PRESIDENT'S COUNCIL REPORT	Information Item
2	COLLEGE OF SOUTHERN	Information Item
3	DIVISION OF PROFESSIONAL TECHNICAL EDUCATION PROGRESS REPORT	Information Item
4	APPROVAL OF BOISE STATE UNIVERSITY ALCOHOL WAIVER REQUEST FOR 2006 HOME FOOTBALL GAMES	Motion to Approve
5	FIRST READING OF AMENDMENT TO IV.H. IDAHO STATE LIBRARY	First Reading
6	FIRST READING OF AMENDMENT TO BY-LAWS H. AND J.	First Reading
7	DISCUSSION OF VISION, MISSION, AND GOALS	Information Item

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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

ATTACHMENTS

N/A

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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SUBJECT

College of Southern Idaho 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 about one year since University of Idaho has supplied an overview of its status and accomplishments.

DISCUSSION

Dr. Jerry Beck, President of the College of Southern Idaho, will be in attendance at the meeting and present a summary of the accomplishments and future goals of the university.

IMPACT

President Beck's presentation will provide the State Board members and others with current status information about the College of Southern Idaho.

ATTACHMENTS

N/A

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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SUBJECT

Division of Professional Technical Education (PTE)

BACKGROUND

In an effort to allow the agencies under the authority of the State Board of Education an opportunity to present to the State Board of Education on a more regular basis, one of the agencies will be making a presentation before the Board at each meeting. This report will be a progress report and an opportunity for the agency to supply an overview of its status and accomplishments.

DISCUSSION

Dr. Michael Rush, Director of the Division of Professional Technical Education (PTE), will be in attendance at the meeting and present a summary of the accomplishments and future goals of PTE.

IMPACT

Dr. Rush's presentation will provide the State Board members and others with current status information about PTE.

ATTACHMENTS

N/A

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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SUBJECT

Boise State University requests Board approval to establish a secure area next to the Caven Williams Sports Complex (outside patio) for the purpose of allowing corporations and invited guests the opportunity to gather with clients and guests for the 2006 home football games.

REFERENCE

In March of 2005, President Kustra reported that the corporate tents in the secured area north of the stadium during the 2004 football season was a success. BSU worked with campus security, the Boise City Police and other officials to control and manage the use of alcohol. Even with sold out games and greater attendance, no serious issues or concerns were reported. This past season (Fall of 2005), the same security plan was utilized with no serious issues or concerns. Security was increased to insure that the parking lot was under control at all times.

APPLICABLE STATUTE, RULE, OR POLICY

SBOE Policy I.J – Use of Institutional Facilities and Services With Regard to the Private Sector

BACKGROUND

The current Board policy requires that Idaho institutions may not allow service of alcohol on campus in conjunction with athletic events. For the past two football seasons, the Board has granted an exception to the policy under limited circumstances for a pre-game corporate tent area.

DISCUSSION

Boise State University seeks permission to set up a secure area on the east patio of the Caven Williams Sports Complex prior to each home Bronco football game for the purpose of allowing corporations and invited guests the opportunity to gather with clients and guests. In this secure area, Boise State Athletics will, as it did last year, allow patrons to purchase food and beverages (non alcoholic and alcoholic) from the University's official food service provider. Boise State University will provide all the control measures, and follow all requirements of, Board policy regarding alcohol service. Also, the university will conduct the pre-game activities under the following conditions, the same as those set by the Board over the last two years.

1. A secured area surrounded by a fence to control access to and from the area
2. Four-hour duration, ending at kick-off
3. No alcohol making or distributing companies may be allowed to sponsor the activities or tents
4. A color-coded wrist band or pass admission system that would identify attendees and invited guests.
5. Companies involved in the tent village would be sent a letter outlining the tent village/SBOE alcohol policy. The letter will state he minimum drinking age in

Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.

6. Two entry points manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Boise State University for a minimum of $2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests for the fall of 2006 home football games, including the sales and service of alcohol.
11. It be brought back after the conclusion of the 2006 football season to the Board for reconsideration for 2007.

IMPACT

If the Board does not approve the alcohol waiver request, BSU will not be able to sell alcohol at home football games during the 2006 season.

If the Board does approve the alcohol waiver request, BSU will sell alcohol at the home football games during the 2006 season.

ATTACHMENTS

N/A

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the request from BSU to serve alcohol at all home football games for the 2006 season.

BOARD ACTION

A motion to approve the request by Boise State University to establish secure areas under the conditions set forth in this request for the purpose of allowing pre-game activities for the 2006 home football season. The conditions are as follows:

1. A secured area surrounded by a fence to control access to and from the area
2. Four-hour duration, ending at kick-off
3. No alcohol making or distributing companies may be allowed to sponsor the activities or tents
4. A color-coded wrist band or pass admission system that would identify attendees and invited guests.
5. Companies involved in the tent village would be sent a letter outlining the tent village/SBOE alcohol policy. The letter will state he minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.

6. Two entry points manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Boise State University for a minimum of $2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests for the fall of 2006 home football games, including the sales and service of alcohol.
11. It be brought back after the conclusion of the 2006 football season to the Board for reconsideration for 2007.

Moved by _____ Seconded by _____ Carried Yes ____ No ___

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J. Use of Institutional Facilities and Services

1. Use of Institutional Facilities and Services

   a. Consistent with education's primary responsibilities of teaching, research, and public service, the institutions, under the governance of the State Board of Education and Board of Regents of the University of Idaho (Board), have and will continue to provide facilities and services for educational purposes. Such services and facilities, when provided, should be related to the mission of the institution and not directly competitive with services and facilities reasonably available from the private sector. The institutions' provision of services and facilities should be educationally related. In addition, the Board recognizes that the institutions have a role in assisting community and economic development in a manner that supports the activities of the private sector. To this end, cooperation with local, state, and federal agencies is encouraged.

   b. Priority and guidelines for use of institutional services and facilities is as follows:

      (1) Institutionally sponsored programs and projects.

      (2) Community programs or projects of an educational nature where the services or facilities provided by the institutions are directly related to the teaching, research, or service mission of the institution.

      (3) Local, state, or federally sponsored programs and projects.

      (4) The institutions will maintain a list of special events, services and facilities provided in those special events, the sponsor's name, the date of the use, and the approximate number of persons attending. This list will be available for public inspection. Individual institutional policies should be adopted in accordance with this general philosophy and policy statement of the Board. To this end, a coordinated effort between the public and private sector is encouraged.

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

   a. Board Administrative Rules IDAPA 08.01.08 provides requirements relative to alcoholic beverages on campus grounds. Said rules generally prohibit the possession or consumption of alcoholic beverages in areas open to and most commonly used by the general public on campus grounds. The rules authorize the Board to waive the prohibition pursuant to Board policies and procedures.

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. The grant of any such waiver shall be determined by the chief executive officer ("CEO") only in compliance with this Policy and in accordance with the provisions set forth herein, and not as a matter of right to any other person or party, in doing so, the chief executive officer must ensure that the decisions to allow possession and consumption of alcoholic beverages are consistent with the proper image and the mission of the institution.

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 is 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.

(1) An Alcohol Beverage Permit may be granted only for a specifically designated event (hereinafter "Permitted Event"). Each Permitted Event shall be defined by the activity planned, the area or location in which the activity will take place and the period of time during which the activity will take place. The activity planned for the Permitted Event must be consistent with the proper image and mission of the institution. The area or location in which the activity will take place must be defined with particularity, and must encompass a restricted space or area suitable for properly controlling the possession and consumption of alcoholic beverages. The time period for the activity must be a single contiguous time period for a separate defined occurrence (such as a dinner, a conference, a reception, a concert, a sporting competition and the like). An extended series of events or a continuous activity with no pre-determined conclusion shall not be a Permitted Event. The area or location of the Permitted Event, the restricted space or area therein for possession and consumption of alcoholic beverages and the applicable time periods for the Permitted Event must each be set forth in the Alcohol Beverage Permit and in the application therefore.

(2) The serving of alcoholic beverages must be part of a planned food and beverage program for the Permitted Event, rather than a program serving alcoholic beverages only. Food must be available at the Permitted Event. Consumption of alcoholic beverages and food cannot be the sole purpose of a Permitted Event.

(3) Non-alcoholic beverages must be as readily available as alcoholic beverages at the Permitted Event.

(4) A Permitted Event must be one requiring paid admission through purchase of a ticket or through payment of a registration fee, or one where admission is by written, personal invitation. Events generally open to participation by the public without admission charges or without written personal invitation shall not be eligible for an alcoholic beverage permit. Only persons who have purchased a ticket or paid a registration fee for attendance at a Permitted Event, or who have received a written invitation to a Permitted Event, and who are of lawful age to consume alcoholic beverages, will be authorized to possess and consume alcoholic beverages at the Permitted Event.

(5) Permitted Events which are generally open to the public through purchase of a ticket (such as sporting events, concerts or other entertainment events) must set out a confined and defined area where alcoholic beverages may be possessed and consumed. For such events, the defined area where alcoholic beverages may be possessed and consumed shall be clearly marked as such, and shall be separated in a fashion that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area. Only those individuals lawfully attending the Permitted Event who are of lawful age to consume alcoholic beverages may be allowed into the defined area, provided that 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. For such events there shall be sufficient space outside of the area where alcoholic beverages may be possessed and consumed to accommodate the participating public who do not wish to be present where alcoholic beverages are being consumed.

(6) No student athletic events, (including without limitation NCAA, NIT, NAIA and intramural student athletic events) occurring in college or university owned, leased or operated facilities, or anywhere on campus grounds, shall be Permitted Events, nor shall a Permitted Event be allowed in conjunction with any such student athletic event.

(7) An Alcohol Beverage Permit for a Permitted Event to which attendance is limited to individuals who have received a personal written invitation, or to those who have registered to participate in a particular conference (for example, a reception, a dinner, an exclusive conference) may allow alcoholic

beverages to be possessed and consumed throughout the area of the event, provided that the area of the event is fully enclosed, and provided further that the area of the event must be such that entry into the area and exit from the area can be controlled to ensure that only those authorized to enter the area do so and that no alcoholic beverages leave the area. Additionally, the area of the Permitted Event must not be open to access by the general public, or to access by persons other than those properly participating in the Permitted Event.

(8) Application for an Alcohol Beverage Permit must be made by the organizers of the event. Such organizers must comply with all applicable laws of the State of Idaho and the local jurisdiction with respect to all aspects of the event, including the possession sale and consumption of alcoholic beverages.

(9) The Alcohol Beverage Permit, any required local catering permit, and applicable state or local alcoholic beverages permits shall be posted in a conspicuous place at the defined area where alcoholic beverages are authorized to be possessed and consumed.

(10) The sale, service and consumption of alcoholic beverages at a Permitted Event shall be confined to the specific event, area or activity identified on the Beverage Permit application. Any alcoholic beverages allowed at a Permitted Event shall be supplied through authorized contractors of the organizers (such as caterers hired by the organizers). In no event shall the institution supply or sell alcoholic beverages directly. In no event shall the general public, or any participants in a Permitted Event be allowed to bring alcoholic beverages into a Permitted Event, or leave the defined area where possession and consumption is allowed while in possession of an alcoholic beverage.

(11) The person/group issued the Beverage Permit and the contractors supplying the alcoholic beverages shall assume full responsibility to ensure that no one under the legal drinking age is supplied with any alcoholic beverage or allowed to consume any alcoholic beverage at the Permitted Event. Further, the person/group must provide proof of insurance coverage, including host liquor liability and liquor legal liability, in amounts and coverage limits sufficient to meet the needs of the institution, but in no case less than $500,000 minimum coverage per occurrence. Such insurance must list the permitted person/group, the contractor, the institution, the State Board of Education and the State of Idaho as additional insured's, and the proof of insurance must be in the form a formal endorsement to the policy evidencing the coverage and the required additional insured's.

(12) The Alcohol Beverage Permit shall set forth the time at which sale, service, possession and consumption of alcoholic beverages will be permitted, which times shall be strictly enforced. Service and sale of alcoholic beverages shall

stop at a time in advance of the time of closure of the event sufficient to allow an orderly and temperate consumption of the balance of the alcoholic beverages then in possession of the participants of the event prior to closure of the event.

(13) These guidelines shall apply to both institutional and non-institutional groups using institutional facilities.

c. Within residential facilities owned, leased or operated by an institution, the CEO may allow the possession or consumption of alcoholic beverages by persons of legal drinking age within the living quarters of persons of legal drinking age. Consumption of alcohol shall not be permitted in the general use areas of any such residence facility. Possession of alcohol within the general use areas of a residential facility may only be done in a facility where consumption has been authorized by the CEO, and such possession shall be only as is incidental to, and reasonably necessary for, transporting the alcohol by the person of legal drinking age to living quarters where consumption is allowed. The term "living quarters" as used herein shall mean, and be limited to, the specific room or rooms of a residential facility which are assigned to students of the institution (either individually or in conjunction with another room mate or room mates) as their individual living space.

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SUBJECT

First Reading of Amendment to Board Policies I.A.1., I.M.1.b., IV.A., V.A.1., V.B.1., V.B.8., and IV.H. – Idaho State Library

APPLICABLE STATUTE, RULE, OR POLICY

N/A

BACKGROUND

During the 2006 Legislative Session, HB684 was passed. This bill changed the name of the Idaho State Library to the Commission for Libraries.

DISCUSSION

The Board will need to amend all Board Policies that reference the Idaho State Library in order for Board policy to be in compliance with the new legislation that will become effective on July 1, 2006.

IMPACT

If the Board does not approve the first reading of the amendment to Board Policies I.A.1., I.M.1.b., IV.A., V.A.1., V.B.1., V.B.8., and IV.H., the policies will be out of compliance with the statute.

If the Board approves the first reading of the amendment to Board Policies Board Policies I.A.1., I.M.1.b., IV.A., V.A.1., V.B.1., V.B.8., and IV.H., the policies will be brought back to the Board for a second reading in August and the policies will be in compliance with the statute.

ATTACHMENTS

N/A

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the first reading of the amendment to Board Policies I.A.1., I.M.1.b., IV.A., V.A.1., V.B.1., V.B.8., and IV.H.

BOARD ACTION

A motion to approve the first reading of the amendment to Board Policies I.A.1., I.M.1.b., IV.A., V.A.1., V.B.1., V.B.8., and IV.H.

Moved _____ Seconded _____ Carried Yes _____ No _____

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES
SUBSECTION: A. Policy Making Authority ~~April 2002~~ August 2006

A. Policy-Making Authority

1. Definition

   The Governing Policies provide broad basic principles that generally form the foundation for Board procedures. The State Board of Education and the Board of Regents of the University of Idaho (hereinafter referred to as the Board) intends each organization under its governance to follow the policies and procedures outlined herein. As used throughout these policies and procedures, unless otherwise specified, "institutions" refers to Boise State University, Idaho State University, Lewis-Clark State College, University of Idaho and Eastern Idaho Technical College. "Agencies" refers to the State Department of Education, Idaho Educational Public Broadcasting, the Idaho Division of Professional-Technical Education, the Idaho Division of Vocational Rehabilitation, and the Office of the State Board of Education. "School" refers to the Idaho School for the Deaf and the Blind.

North Idaho College, the College of Southern Idaho, the Idaho State Historical Society, and the ~~Idaho State Library~~ Commission for Libraries operate in accordance with policies established by their respective boards of trustees, except for state appropriations requests and other matters governed by the State Board of Education. For the purposes of these governing policies and procedures, North Idaho College, College of Southern Idaho, the Idaho State Historical Society, and the ~~Idaho State Library~~ Commission for Libraries are excluded from coverage unless included by reference.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES
SUBSECTION: M. Annual Planning and Reporting ~~April 2002~~ **August 2006**

M. Annual Planning and Reporting

1. Strategic Plans

   a. Boise State University, Idaho State University, Lewis-Clark State College, University of Idaho, North Idaho College, College of Southern Idaho, Eastern Idaho Technical College, Division of Professional-Technical Education, Division of Vocational Rehabilitation, Idaho Educational Public Broadcasting System, and the School for the Deaf and the Blind will develop and maintain five-year strategic plans.

(1) Institution, school and agency strategic plans shall be aligned with the Board's strategic plan, be created in accordance with Board guidelines, and be consistent with assigned role and mission statements.

(2) Plans shall be updated annually and submitted to the Board for approval.

(3) Plans shall be submitted by the Board to the appropriate state administrative entity in order to meet the state's annual planning requirements.

b. The Idaho State Historical Society and ~~Idaho State Library~~ Commission for Libraries are recognized as unique collaborators in the state education system and are encouraged to report annually to the Board in accordance with these guidelines.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: IV. ORGANIZATION SPECIFIC POLICIES AND PROCEDURES
Subsection: A. Coverage ~~April 2002~~ August 2006

B. Coverage

The State Board of Education is responsible for the general supervision of the State Department of Education, the Idaho Educational Public Broadcasting System, the School for the Deaf and the Blind, the Division of Professional Technical Education, and the Division of Vocational Rehabilitation, all of which operate in accordance with the Governing Policies and Procedures established by the Board.

The State Historical Society and the ~~State Library~~ Commission for Libraries operate in accordance with the policies established by the respective boards of trustees, except for state appropriation requests and related matters governed by the State Board of Education. For purposes of this section, the State Historical Society and the State Library are excluded from coverage unless included by specific reference.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: IV. ORGANIZATION SPECIFIC POLICIES AND PROCEDURES
Subsection: H. ~~Idaho State Library~~ Commission for Libraries ~~April 2002~~ August 2006

H. Idaho State Library

The ~~Idaho State Library~~ Commission for Libraries provides, promotes, and delivers library services to people in Idaho.

1. ~~State Library~~ Board of Library Commissioners.

a. The ~~State Library~~ Board of Library Commissioners consists of the state superintendent of public instruction (or his or her designee), as an ex-officio member, and five (5) members appointed by the State Board of Education, each to a term of five (5) years.

b. Board Appointment Procedures:

(1) Incumbent Reappointment
In the event that the incumbent candidate is interested in reappointment, the ~~State Library~~ Board of Library Commissioners shall forward a recommendation to the Board, along with a letter of interest and statement of qualifications for the incumbent. The State Board of Education may choose to reappoint the incumbent without soliciting other candidates, thus completing the appointment procedures. If there is no incumbent seeking reappointment, or if the Board chooses not to reappoint an incumbent, the procedures are as outlined in item (2).

(2) Open Appointment
(a) The ~~State Library~~ Board of Library Commissioners, on behalf of the State Board of Education, will advertise the vacancy in appropriate state, regional or local publications. Such advertisements will solicit interested persons to apply for the vacant position on the Idaho ~~State Library~~ Board of Library Commissioners.

(b) Each applicant must provide a written statement expressing his or her interest in becoming a member of the ~~State Library~~ Board of Library Commissioners. Each applicant must also provide evidence of his or her qualifications, and must identify his or her primary residence.

(c) The ~~State Library~~ Board of Library Commissioners will review all applications for the vacant position and conduct interviews as deemed necessary. The purpose of this review is to eliminate from further consideration all but the most qualified applicants.

(d) The ~~State Library~~ Board of Library Commissioners will forward only the most highly qualified applicants, in order of preference, to the State Board of Education for consideration. The Board may provide for interviews of the applicants, or may make the appointment based on the recommendation of the ~~State Library~~ Board of Library Commissioners.

(3) The ~~State Library~~ Board of Library Commissioners, in making their recommendation, and the State Board of Education, in making the final appointment, shall consider geographical representation, interest, knowledge, experience, and willingness to advocate for the development and delivery of library and information services in Idaho.

2. Policies and Procedures.

The ~~State Library~~ Board of Library Commissioners elects its own officers and makes all necessary rules ~~and regulations~~ for the conduct of the public business entrusted to its care.

3. Budgetary and Other Matters.

The ~~State Library~~ Board of Library Commissioners, through its chief executive officer, submits an annual budget request to the State Board of Education on a schedule established by the executive director or his or her designee. Other matters that might involve the ~~Idaho State Library~~ Commission for Libraries are referred to in these Governing Policies and Procedures of the State Board of Education.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: A. General Authority, Responsibilities, and Definitions~~April 2002~~ August 2006

A. General Authority, Responsibilities, and Definitions

1. Scope of Section

With the exception of the State Department of Education, and unless otherwise noted, each institution, agency, and school under the governance of the State Board of Education and Board of Regents of the University of Idaho (hereinafter the "Board") must conduct all of its financial and related affairs as provided in this section. The community colleges (NIC and CSI), Idaho State Historical Society, and ~~Idaho State Library~~ Commission for Libraries are included only as specified. The policies and procedures outlined here are to complement and not to supplant the Office of the State Controller's user manual.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: B. Budget Policies ~~April 2002~~ August 2006

B. Budget Policies

1. Budget Requests

For purposes of Item 1., the community colleges (CSI and NIC), the State Historical Society, and the ~~State Library~~ Commission for Libraries are included.

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~~ Commission for Libraries are included, except as noted in V.B.8.b. (2).

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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SUBJECT

First Reading of Amendment to Board Bylaws

BACKGROUND

The Board's Bylaws have not been amended since October 2004. Staff has amended the Bylaws to make them more consistent with the current practices of the Board.

DISCUSSION

Since April 2004, the Board has made many changes in the operation of the standing committees under the Board. The following proposed amendments are intended to bring the Board's Bylaws into compliance with the current practices of the Board.

IMPACT

If the Board chooses not to approve the first reading of the amendment to the Board Bylaws, the Board's Bylaws will not be consistent with current Board practice. If the Board does approve the first reading of the approval of the amendment to Board policies, the amendment will come back to the Board for a second reading at the August Board meeting.

ATTACHMENTS

N/A

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the first reading of the amendment to Board Bylaws

BOARD ACTION

A motion to approve the first reading of the amendment to Board Bylaws.

Moved by _____ Seconded by _____ Carried Yes_____ No _____

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Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: BYLAWS **Revised August 2006**

H. Committees of the Board

The Board shall organize itself into four (4) permanent standing committees: the Planning, Policy and Governmental Affairs Committee; the Instruction, Research, and Student Affairs Committee; the Business Affairs and Human Resources Committee; and the Audit Committee. The Board may constitute other non-permanent task forces or working groups as necessary. Standing committee members, and the members of any task forces or working groups, are appointed by the Board president after informal consultation with other Board members. Any Board standing committee, task force, or working group may make recommendations to the Board, but may not take any action, except when authority to act has been delegated by the Board. The Board president may serve as an ex-officio member of any standing committee, task force, or working group.

For purposes of the bylaws, the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, Eastern Idaho Technical College, the College of Southern Idaho and North Idaho College are included in references to the "institutions;" and Idaho Educational Public Broadcasting System, the Division of Vocational Rehabilitation, the Division of Professional-Technical Education, the State Department of Education, the State Historical Society, and the State Library are included in references to the "agencies." The School for the Deaf and the Blind is referred to as "school."∗ An institution, agency or school may, at its option and with concurrence of the Board president, comment on any committee report or recommendation.

1. Planning, Policy and Governmental Affairs Committee

   a. Purpose

      The Planning, Policy and Governmental Affairs Committee is a permanent standing advisory committee of the Board. It is responsible for developing and presenting recommendations to the Board on matters of policy, planning, and governmental affairs. The committee, in conjunction with the chief executive officers and chief administrators of the Board governed agencies, institutions and school, will develop and recommend to the Board future planning initiatives and goals. This committee shall also advise the Board on collaborative and cooperative measures for all education entities and branches of state government necessary to provide for the general supervision, governance and control of the state educational institutions, agencies and public schools, with the goal of producing a seamless educational system.

   b. Composition

∗ Definition provided for purposes of the Bylaws only. Recognizing the Board governance relationship varies with each of these entities, the intent in including representatives of each of the agencies and institutions as much as possible in the committee structure is to ensure proper and adequate representation, but is not intended to obligate or interfere with any other local boards or governing entities.

The Planning, Policy and Governmental Affairs Committee is composed of two (2) or more members of the Board, appointed by the president of the Board, who designates one (1) member to serve as the chairperson and spokesperson of the committee, and the Board's Chief Administration and Governmental Affairs Officer. The Planning, Policy and Governmental Affairs Committee may form a working unit or units, as necessary, to advise the committee. The chairperson presents all committee and working unit recommendations to the Board.

c. Responsibilities and Procedures

The Planning, Policy and Governmental Affairs Committee is responsible, through its various working unit or units, for making recommendations to the Board in the following general areas:

(1) long range planning and coordination;

(2) initial discussions and direction on strategic policy initiatives and goals;

(3) legislative proposals and administrative rules for Board agencies and institutions;

(4) coordination and communication with the Governor, the Legislature, and all other governmental entities with regard to items of legislation, Board policy and planning initiatives;

(5) review and revision of Board policies, administrative rules and education-related statutes for consistency and compatibility with the Board's strategic direction;

(6) reports and recommendations from the Presidents' Council and the Agency Heads' Council;

(7) other matters as assigned by the Board.

At the direction of the Board President, any matter before the Board may be removed to the Planning, Policy and Governmental Affairs Committee for initial action or consideration.

The Board's Chief Administration and Governmental Affairs Officer, under the direction of the chairperson, prepares the agenda for the Planning, Policy and Governmental Affairs Committee work that is under consideration at each meeting of the Board

2. Instruction, Research and Student Affairs Committee

a. Purpose

The Instruction, Research and Student Affairs Committee is a permanent standing advisory committee of the Board. It is responsible for developing and presenting recommendations to the Board on matters of policy and procedure concerning instruction, research and student affairs.

b. Composition

The Instruction, Research and Student Affairs Committee is composed of two (2) or more members of the Board, appointed by the president of the Board, who designates one (1) member to serve as chairperson and spokesperson of the committee, and the Board's Chief Academic Officer. The Instruction, Research and Student Affairs Committee may appoint a working unit or units, as necessary, to advise the committee . One such working unit shall be the Council on Academic Affairs and Programs (CAAP), which shall be composed of the Board's Chief Academic Officer and the chief academic officers of the institutions. The chairperson presents all committee and working group recommendations to the Board.

c. Responsibilities and Procedures

The Instruction, Research and Student Affairs Committee is responsible, through its various working unit or units, for making recommendations to the Board in the following general areas:

(1) agency and institutional instruction, research and student affairs agenda items;

(2) instruction, academic or professional-technical program approval;

(3) instruction, academic or professional-technical program review, consolidation, modification, and discontinuance, and course offerings;

(4) outreach, technology and distant learning impacting programs and their delivery;

(5) long-range instruction, academic and professional-technical planning;

(6) registration of postsecondary educational institutions offering programs or courses in Idaho;

(7) continuing education, professional development, workforce training, programs for at-risk populations, career guidance;

(8) student organizations' activities and issues; and

(9) other matters as assigned by the Board.

The Board's Chief Academic Officer, under the direction of the chairperson, prepares the agenda for the Instruction, Research and Student Affairs Committee work that is under consideration at each meeting of the Board.

3. Business Affairs and Human Resources Committee

a. Purpose

The Business Affairs and Human Resources Committee is a permanent standing advisory committee of the Board. It is responsible for developing and presenting recommendations to the Board on matters of policy and procedures concerning business affairs and human resources affairs.

b. Composition

The Business Affairs and Human Resources Committee is composed of two (2) or more members of the Board appointed by the president of the Board, who designates one (1) member to serve as chairperson and spokesperson of the committee, and the Board's Chief Fiscal Officer. The Business Affairs and Human Resources Committee may appoint a working unit or units, as necessary, to advise the committee. One such working unit shall be the Financial Vice Presidents Council, which shall be composed of the Board's Chief Fiscal Officer and the chief financial officers of the institutions. The chairperson presents all committee recommendations to the Board.

c. Responsibilities and Procedures

The Business Affairs and Human Resources Committee is responsible, through its various working unit or units, for making recommendations to the Board in the following general areas:

(1) Agency and institutional financial agenda items;

(2) Coordination and development of guidelines and information for agency and institutional budget requests and operating budgets;

(3) Long-range fiscal planning;

(4) Fiscal analysis of the following

(a) New and expanded financial programs;

(b) Establishment, discontinuance or change in designation of administrative units;

(c) Consolidation, relocation, or discontinuance of programs;

(d) New facilities and any major modifications to facilities which would result in changes in programs or program capacity; and

(5) other matters as assigned by the Board.

The Board's Chief Fiscal Officer, under the direction of the chairperson, prepares the agenda for the Business Affairs and Human Resources Committee work that is under consideration at each meeting of the Board

4. Audit Committee

a. Purpose

The Audit Committee is a permanent standing advisory committee of the Board, and its members are appointed to assist the Board in fulfilling its fiscal oversight responsibilities. The Audit Committee provides oversight to the organizations under its governance (defined in Idaho State Board of Education, Policies and Procedures, Section I. A.1.) for: financial statement integrity, financial practices, internal control systems, financial management, and standards of conduct.

b. Composition

The Audit Committee members shall be appointed by the Board and shall consist of six or more members. Three members of the Audit Committee shall be current Board members and three members shall be independent non-Board members who are permanent residents of the state of Idaho. Each Audit Committee member who is a Board member shall be independent, free from any relationship that would interfere with the exercise of her or his independent

judgment. The Audit Committee may appoint a working unit or units, which could include the chief financial officers of the institutions and financial officers of the Board office.

All members shall have an understanding of the Audit Committee and financial affairs and the ability to exercise independent judgment, and at least one member of the Audit Committee shall have current accounting or related financial management expertise in the following areas:

1) an understanding of generally accepted accounting principles, experience in preparing, auditing, analyzing, or evaluating complex financial statements, and;
2) the ability to assess the general application of such principles in the accounting for estimates, accruals, and reserves, and;
3) experience in preparing or auditing financial statements and;
4) an understanding of internal controls.

Appointments shall be for a three-year term. Terms will be staggered such that two members exit and two new members are added each year. The Audit Committee chair shall be appointed by the Board President and shall be a Board member.

c. Responsibilities and Procedures

It is not the Audit Committee's duty to plan or conduct audits or to determine that the institution's financial statements are complete, accurate and in accordance with generally accepted accounting principles. Management is responsible for the preparation, presentation, and integrity of the financial statements and for the appropriateness of the accounting principles and reporting policies used. The following shall be the principal duties and responsibilities of the Audit Committee:

1) Approve the appointment, establish the compensation, and evaluate and oversee the work of the independent auditors. The Audit Committee must approve any services prior to being provided by the independent auditor. The independent auditing firm shall report directly to the Audit Committee and the auditor's "engagement letter" shall be addressed to the Audit Committee and the President of each institution. The Audit Committee shall have the authority to engage the Board's legal counsel and other consultants necessary to carry out its duties.
2) Discuss with the independent auditors the audit scope, focusing on areas of concern or interest;
3) Review the financial statements, adequacy of internal controls and findings with the independent auditor. The independent auditor's "management letter" shall include management responses and be addressed to the Audit Committee and President of the institution.
4) Present the financial statements to the Board and provide detail and summary reports as appropriate.
5) Oversee standards of conduct (ethical behavior) and conflict of interest policies of the Board and the institutions under its governance including

establishment of confidential complaint mechanisms.

6) Monitor the integrity of each organization's financial accounting process and systems of internal controls regarding finance, accounting and stewardship of assets;
7) Monitor the independence and performance of each organization's independent auditors and internal auditing departments;
8) Provide general guidance for developing risk assessment models for all institutions.
9) Provide an avenue of communication among the independent auditors, management, the internal audit staff and the Board.
10) Maintain audit review responsibilities of institutional affiliates to include but not limited to foundations and booster organizations.
11) As a matter of independence, the Audit Committee will not approve policy.

The Audit Committee will meet as needed.

5. Executive Committee

a. Purpose

The Executive Committee is responsible for assisting the full Board in discharging its responsibilities with respect to the management of the business and affairs of the Board and the Board Office when it is impracticable for the full Board to meet and act, to consider matters concerning the Board that may arise from time to time, and to provide appropriate direction to the executive director on any of such matters.

b. Composition

The Executive Committee is composed of the current Board President, Vice President, and Secretary, and the immediate past Board President. The Board's executive director also shall serve on the Executive Committee. The current Board President serves as chairperson of the committee. In the event the past Board President is unable to serve on the Executive Committee, then the Board President may appoint another member of the Board to serve in the place of such former officer.

c. Responsibilities and Procedures

The Executive Committee shall have such duties, responsibilities, and authority as may be delegated from time to time to the Executive Committee by the Board, and in the intervals between meetings of the Board, the Executive Committee shall have and shall exercise the powers of the Board in directing the management of the business and affairs of the Board. However, the Executive Committee may not undertake any action that, pursuant to any applicable law, rule, or policy of the Board, must be performed by another committee of the Board, or which must be acted upon by the whole Board in public session. The Board's executive director, under the direction of the Board President, prepares the agenda for and schedules each meeting of the Executive Committee, which

may be conducted telephonically. A written record is not kept of the committee's activities, but it shall be the responsibility of the executive director to promptly communicate to all Board members who are not members of the committee regarding information related to the committee's discussions and activities.

I. Committee Presentations

1. The agenda for each regular meeting of the Board shall be organized using the areas of responsibility provided for in regard to each permanent standing committee of the Board, as described in Subsection H above, with the exception of the Audit Committee.

2. The Board member who is the chair of the permanent standing advisory committee and spokesperson shall lead and facilitate discussion and presentations with regard to agenda items in the area of that committee's responsibility. In the event of an absence or conflict with respect to the committee chairperson, the Board President may designate a substitute Board member or Board officer to lead and facilitate discussions and presentations in a particular area.

J. Presidents' Council

1. Purpose

   The Presidents' Council convenes prior to each Board meeting to discuss and make recommendations, as necessary, on agenda items scheduled for Board consideration. The Presidents' Council may also choose or be directed by the Board to meet with the Agency Heads' Council for exchanges of information or to discuss projects of benefit to the entire system. The Presidents' Council reports to the Board through the Planning, Policy and Governmental Affairs Committee of the Board.

2. Composition

   The Presidents' Council is composed of the presidents of the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, Eastern Idaho Technical College; and the presidents of North Idaho College and the College of Southern Idaho; each of whom has one (1) vote. One (1) of the voting members shall serve as chair of the Council, with a new chair elected each academic year, such that the chair will rotate among the respective members. The administrator of the Division of Professional-Technical Education and the Board's Executive Director shall be non-voting members of the council.

3. Duties of the Chair

   The chair:
   a. presides at all Presidents' Council meetings with full power to discuss and vote on all matters before the Council;

   b. establishes the Presidents' Council agenda in consultation with the executive

director; and

c. maintains open communications with the Board on agenda matters through the Planning, Policy and Governmental Affairs Committee.

4. The executive director will communicate openly and in a timely manner with the Presidents' Council for discussion and recommendation on agenda items.

Vision/Mission Statement (2006-2011)

Introduction

The framers of Idaho's Constitution (Article IX, Section 1), knowing that "the stability of a republican form of government depending mainly on the intelligence of the people," required the legislature to establish and maintain our public school system. The framers then vested (Article IX, Section 2) the "general supervision" of the Idaho public education system in the State Board of Education, "the membership, powers and duties of which shall be prescribed by law." In addition, the State Board of Education is constitutionally vested with the general supervision of all public higher education and sits in a constitutional capacity as the Board of Regents of the University of Idaho. The State Board of Education, has also been identified in statute as the: Trustees of Idaho State University, Trustees of Lewis-Clark State College, Trustees of Boise State University, State Board for Professional-Technical Education and Trustees for the Idaho School for the Deaf and the Blind.

The Idaho public education system, over which the Board is responsible, consists of the following institutions and agencies:

All public primary/secondary schools
School for the Deaf and the Blind
Idaho State University
University of Idaho
Lewis-Clark State College
Boise State University
College of Southern Idaho*
North Idaho College*
Eastern Idaho Technical College

**Also have local boards*

Division of Professional-Technical Education
Idaho Public Broadcasting System
Division of Vocational Rehabilitation
Idaho State Library**
Idaho State Historical Society**
State Department of Education
Office of the State Board of Education
Museum of Natural History

***Also have separate oversight boards appointed by the State Board of Education*

With this plan, the Board strives for a "seamless" educational system without barriers within or between the various organizational components of the system. This can be accomplished by focusing on the following set of common goals and objectives for the education system, which the Board intends to be incorporated into each agency and institution strategic plan. The Board also intends to promote cooperation and teamwork for goal accomplishment while still allowing flexibility for each unique organization in the system to be innovative in carrying out its educational mission. Cooperation and flexibility are critically important in view of the fact that complex and interrelated forces will continue to drive change **in our education system.**

Vision
Educate Idaho! -- To improve the knowledge, skills, and opportunities for all citizens of Idaho.

The State Board of Education envisions an accessible, seamless public education system of high quality that provides an intelligent and well-informed citizenry capable of active participation in the processes of a democratic government, contributes to the economy and general quality of life particularly in Idaho, opens access to cultural and intellectual resources, and enables all individuals to develop their skills, knowledge, and ability to become contributing life-long members of a global society.

Education Mission
To deliver public primary/secondary/postsecondary education, training, rehabilitation and information research services.

The Idaho education system, consisting of the unique agencies and institutions governed by the Board, delivers public primary/secondary/postsecondary education, training, rehabilitation and information/research services in the state and, on a limited basis, to other states or countries. These agencies and institutions collaborate to provide a diverse population with educational programs and services that are **high quality, accessible, relevant, and effective** and **efficient**. To that end, the Board has adopted the following goals and objectives for the education system:

I. Direct efforts to continuously improve the **quality** of Idaho's education, training, rehabilitation and information/research services to gain program competitiveness, high levels of achievement, and a well-informed citizenry.

II. Provide individuals of all ages and abilities **access** to education, training, rehabilitation and information/research services to develop their skills, knowledge and social awareness in order to be globally competitive workers, responsible citizens, and lifelong learners.

III. Ensure education, training, rehabilitation and information/research services are **relevant** the needs of Idaho's citizens, workforce, business, industry, and local, state, and federal government.

IV. Ensure maximum benefit from education resources through **effective** and **efficient** operation and management of the education system and investments in student learning centered software.

Goal I: Direct efforts to continuously improve the <u>quality</u> of Idaho's education, training, rehabilitation and information/research services to gain program competitiveness, high levels of achievement, and a well-informed citizenry in a multicultural society.

Objectives:

1. Continue development and implementation of statewide exiting standards/ assessments for public school students and hold schools accountable for student achievement.

2. Continue full implementation of the teacher quality initiative (Idaho's MOST) to evaluate and improve public school teacher policy to include training, compensation, merit, and employment practices.

3. Evaluate state policy regarding teacher-continuing contracts.

4. Strive for continuous improvements and increased levels of public confidence in the Idaho education system through performance-based (what students know and can do) assessment of education programs.

5. Prepare graduates with a level of skills and knowledge that equips citizens to exercise their rights in a democratic society and allows them to be competitive in a global economy.

6. Maintain institutional and attain/maintain specialized accreditation in areas appropriate to the institutional mission.

7. Provide Idaho students with excellent and innovative instruction from motivated, qualified teachers supported by competent administrators and support staff.

8. Develop a career continuum and compensation system for teachers, faculty and staff that reward knowledge, skill, and productivity and promote recruiting, hiring and retention.

9. Support efforts to hire and retain outstanding and diverse education system personnel (teachers, faculty, and staff).

10. Eliminate dangerous conditions in public schools and promote safe, productive learning environments organized for student and teacher success.

11. Support the implementation of a program of state aid to all types of public broadcasting and libraries (public school, academic, and special).

Goal II: Provide individuals reflecting the diverse spectrum of society <u>access</u> to education, training, rehabilitation and information/research services to develop their skills, knowledge and social awareness in order to be globally competitive workers, responsible citizens, and lifelong learners.

Objectives:

1. Within in the framework established in Idaho's Constitution, maintain a close working relationship with the Idaho legislature and preserve "local school board control" of curriculum and school operations.

2. Ensure Idaho's education system operates as a "seamless" system (without barriers between its various elements).
   - Facilitate mobility among education programs and services.
   - Encourage articulated credit between secondary schools and postsecondary institutions and among postsecondary institutions.
   - Develop universal access to library/archival services (public, school, academic, and special) for all Idahoans.

3. Provide opportunities for all citizens, in all parts of the state, to obtain needed education, training, rehabilitation and information/research services through appropriate delivery modes at convenient locations.
   - Develop a statewide infrastructure in cooperation with public and private entities capable of converging voice, video and data technologies.
   - Support an environment conducive to developing, testing, and implementing new technologies by creating incentives, with quantifiable outcomes, for using leading edge software in the educational process.
   - Strive for flexible technology systems that support industry-accepted, open standards and have a high degree of interoperability and compatibility.
   - Support a statewide network of libraries and public broadcasting to provide local access to global information.
   - Embrace cooperative ventures between the agencies and institutions within the education system to offer programs and services in all parts of the state.

4. Foster an education system that creates equal access and accommodates students with different and diverse learning styles and those with special needs.

5. Encourage and facilitate inclusion of Idaho's minorities in the education system.

6. Increase the rate of postsecondary school attendance and improve opportunities for high school graduates to continue their education at postsecondary institutions.
   - Expand state-supported scholarship and financial aid opportunities.
   - Seek improved state appropriations for postsecondary education services to reduce reliance on student fees.

7. Expand outreach, research/demonstration programs, and partnerships (public / private / in state / out-of-state) to meet Idaho's growing educational, environmental, societal, cultural and economic needs.

Goal III: Ensure education, training, rehabilitation and information/research services are <u>relevant</u> to the needs of Idaho's citizens, workforce, business, industry, and local, state, and federal government.

Objectives:

1. Develop a more realistic approach to education program approval and funding making sure that funds are invested strategically and to meet the needs of all Idahoans.

2. Monitor existing education, training, rehabilitation and information/research programs and services, including program content and delivery, for continued relevance to Idaho's needs, within a global context.

3. Monitor community and statewide needs for education, training, rehabilitation and information/research programs and services and, as appropriate to role and mission, develop/implement new programs and services to meet the emerging needs of Idaho's communities, environment and economy.

4. Evaluate and continuously refine statewide learning/exiting standards and assessments at each grade level (K-12) to ensure public school students possess the skills and knowledge to continuously learn, adapt and succeed in a dynamic world.

5. Ensure that state-funded research projects and cooperative partnerships are organized and structured to meet identified needs and/or enhance Idaho's economy, communities and or environment.

6. Facilitate the formulation and implementation of public policy in Idaho by a citizenry that stays well informed through access to relevant, accurate data, knowledge and information.

Goal IV: Ensure maximum benefit from education resources through <u>effective and efficient</u> operation and management of the education system and investments in student learning centered software.

Objectives:

1. Evaluate the education financial base (public schools and postsecondary institutions) to maximize the benefit from all education appropriations and develop accountability measures for use with financial incentives awarded for specific outcomes.

2. Ensure that Idaho high school graduates are prepared to enter and succeed in the postsecondary education system and/or the workplace.
   - Implement learning/exiting standards at each grade level (K-12) that provide for mastery of a common set of needed skills and knowledge.
   - Reduce the need for remedial courses at postsecondary institutions.
   - Reduce the need for employers to provide skill development training to recent high school graduates in subjects that should have been mastered in school.

3. Continue to refine and update institution and agency role and mission statements to provide focus and eliminate unnecessary duplication of programs and services.

4. Foster partnerships and cooperative ventures among the agencies and institutions within the education system and with other individuals, businesses and foundations in the public and private sectors.

5. Seek increased levels of state, local, and private sector support for all education programs (elementary, secondary and postsecondary, research, libraries and library networks) and ensure appropriate levels of accountability for all education funds.

6. Provide accountability to the State Legislature and general public by identifying and measuring performance throughout the education system.

7. Direct efforts to reduce the dropout rate and increase retention of high school and college students who are seeking their degrees/certificates.

8. Encourage the allocation of resources to improve instructional facilities and increase operational efficiency through the coordinated use of technology.

9. Review the public school calendar to ensure time for in-depth student learning, teacher professional development, and the optimal use of instructional facilities.

10. Encourage and reward innovative approaches for organizing and delivering education, training, rehabilitation, and information/research services.

11. Support the development of libraries as leaders in the application of appropriate technology to information access.

IDAHO STATE BOARD OF EDUCATION
DRAFT STRATEGIC PLAN 2006 - 2010

INTRODUCTION

The purpose of this draft Strategic Plan is to start a process for dialogue to develop a Plan that will allow the Board to set goals that have specific outcomes that are measurable and that will define priorities within the K-20 system and other agencies to assure that real educational improvement in Idaho is actually occurring over time.

Please note that this document is a draft for discussion purposes only. The specific goals, measures and action items must be refined, changed and finalized through discussion and determination by the Board. The Strategic Plan when finalized is meant to be a working, management document, which will positively direct action by Board members, OSBE staff and strategic priorities of all the institutions and agencies that report to the Board.

Draft Vision and Mission Statements are presented below based on feedback from the State Board's recent meetings and from the institutions and agencies that report to the Board. They are written specifically so that anyone can simply and clearly articulate in just a few sentences what the Board's purpose and objectives are.

A draft Background Statement is included to provide context and to outline the importance of fulfilling the vision and mission as well as articulating the key challenges Idaho faces in accomplishing this task.

An Organization statement outlines the public educational system in Idaho as set out by the Constitution and Idaho Code.

Based on the Vision, Mission and Background Statement a number of possible goals for Board consideration are listed. Each Goal (which describes a broad condition that is trying to be achieved) is accompanied by the following:

1) Performance (Outcome) Measures – Draft "quantifiable indicators" of the Board's progress toward achieving the goal.

2) Benchmarks – Draft "performance targets" that communicate the Board's expected result for a particular performance measure for the next year and for the next five years.

3) Objectives – Draft "tasks" or "action plans" that the Board will undertake to assure that the benchmarks are achieved.
(Please note that the definitions of these terms are determined by Idaho Code 67-1902)

A draft list of Key Factors external to the Board and beyond its control that could significantly affect the achievement of the strategic plan is listed.

Finally, a draft Planning Calendar is presented to help assure that there is time within the Board's schedule to conduct annual reviews of performance levels and to consider updates, changes, and yearly priority action items for continuous improvement.

VISION - *Educate Idaho!* Get more Idahoans better educated.

MISSION – Improve the knowledge, skills and opportunities of all Idaho citizens by delivering public education, training, rehabilitation and information research services.

BACKGROUND STATEMENT

Based on the following reports:

- *"American Higher Education: How Does It Measure Up For the 21st Century?" -- The National Center for Public Policy and Higher Education, 5/06*
- *"Results that Matter: 21st Century Skills and High School Reform" Partnership for 21st Century Skills, 3/06*
- *"Benchmarks: WICHE Region 2006" -- Western Interstate Compact of Higher Education, 5/06.*
- *SHEEO letter to the national Commission for the Future of Higher Education, 6/2/06*
- *Report of the US Commission on National Security for the 21st Century, 4/15/00*

Over the course of the 20th century, the United States became the world's unquestioned economic leader, and our public education system as well as our two- and four-year public and private colleges and universities were central to that accomplishment. Particularly after World Ward II, postsecondary education was extended to a greatly expanded swath of the American population, creating the workforce that made our economic growth possible. While not perfect, the system could claim without exaggeration that it was "the best in the world."

But what was once best is no longer good enough. The United States and Idaho faces the emergence of a knowledge based economy, with a demand for highly trained and educated workers, which is greater – and faster growing – than we have ever seen before. We also face fierce global competitors eager to meet this demand and land the good jobs and burgeoning opportunities that the new knowledge-based industries bring with them.

The nature of education, competition, jobs and skill demands is changing internationally in the 21st Century. Students around the world are significantly outperforming even the top American students on comparative assessments that measure competence in 21st Century skills. Innovators around the world rival Americans in developing breakthroughs that fuel economic competitiveness. Americans compete head-to-head with workers from around the globe.

In April of 2000 the 14 bipartisan members of the Hart-Rudman Commission on national security unanimously agreed that the failure of math and science education is a greater threat than any conceivable conventional war in the next 25 years. The Commission went on to assert that only a nuclear or biological weapon going off in an American city was a greater threat.

The Commission specifically stated: *"To ensure the vitality of its core institutions, the United States must make it a priority of national policy to improve the quality of primary and secondary education, particularly in mathematics and sciences."*

The reality is that if Idaho can't assure employers a large and growing labor pool of people with the necessary skills and competencies, particularly in math and science, other nations assuredly will. Knowledge based jobs are going to go where the knowledgeable, well-trained workers are. And the promise of economic growth and prosperity is going to go with them.

This challenge is formidable and is rendered even more difficult by demographics – because the demand for more educated workers is converging with a sharp reduction in the growth of our labor force. Between 1980 and 2000, the U.S. workforce expanded by almost 50%. Baby boomers and increased participation of women in the workforce accounted for most of that dramatic growth, which produced so many new workers that it didn't matter that our education system had moved only a fraction of them through postsecondary training or schooling. Even a small fraction added up to a lot of skilled and educated employees.

But current projections forecast labor-force growth of only 16% over the next two decades. A May 2005 report by the Committee for Economic Development estimated that nationally, the 25- to 54-year-old workforce increased by 35.1 million workers between 1980 and 2000, but will add only 3 million workers in this age group through 2020.

Given these demographic facts, if the new economic realities require us to increase our level of educational attainment to be competitive, then we must dramatically increase the percentages of students who complete high school ready to work and who receive skills and training beyond high school. This necessarily must include students from disadvantaged and minority groups; those with barriers and rehabilitation needs. This has never been required of our education system before, but now the health of our state economy depends upon it.

While postsecondary education involves many complex issues and the definition of what constitutes a being "ready to work" after completing high school is subject to debate, the need to increase the quality and expand the educational attainment in Idaho is the bottom line. Educators and political and civic leaders must do whatever it takes to give our economy an adequate stock of "human capital" and our people the tools necessary for satisfying, productive lives as citizens in a democracy and global economy.

Significant changes within primary, secondary and postsecondary education as well as in public policy will be required to achieve more successful participation and higher levels of learning. More widespread, successful participation is essential, but there need not, and cannot be a trade-off between this goal and sustaining our competitiveness at the highest levels of science, technology, and the advancement of knowledge. "Elite" and mass postsecondary education are both indispensable; the rest of the world is competing vigorously and effectively on both dimensions.

Advancing knowledge and achieving widespread educational achievement are, in fact, complementary goals. Academic excellence and a culture of discovery cannot be built on a foundation of mediocre general education. In addition to their role in advancing higher level learning and the frontiers of knowledge, our research universities need to take more seriously their responsibilities in advancing general education by example and through research on learning and the training of educators.

The stakes couldn't be greater for Idaho. At issue is whether our standard of living will fall or rise in a global economic environment that demands ever larger numbers of highly trained and educated workers.

The stakes are equally high for individual Idahoans. In a period of overall prosperity two groups have been left behind: those with only a high school education, who have not, on average, improved their economic status; and those with less than a high school education, who have seen their real income actually decline. The jobs that once supported a middle-class standard of living for workers with a high school degree or less are the ones that have been disappearing.

Of the 30 fastest-growing occupations in the U.S. Bureau of labor Statistics 2006-07 Occupational Outlook Handbook, only three list short-term, on-the-job training as the most significant source of post-secondary education or training. Most require more: Eight require associate's degrees, 10 require bachelor's degrees and two require doctoral degrees.

"Education and training beyond high school" is a broad and inclusive concept, but whether we are talking about an educational path that leads to a specialist certificate or to a Ph.D., higher education is no longer just the most direct route to a middle-class life; it has become essentially the only route. It has become a necessity. Higher education has become economically pivotal.

Because of the importance of increasing skill levels it is important to assess how successful we are doing in Idaho in having Idaho student graduate from high school ready to work and/or attend and complete posts-secondary education.

Nationally, of every 100 ninth graders 68 finish high school. Of those same 100 students, 39 go to college and only 16 finish an associate's degree within three years of entering college or a bachelor's degree with in six year of entering college. The trends lines on these numbers for the past decade have been flat. (Source: WICHE)

Currently, of 100 Idaho ninth graders 80 finish high school. Of those same Idaho students 34 go onto college within a year of graduation somewhere in the United States and only 14 will graduate from college within six years. (Sources: Idaho Department of Education, National Center for Policy and Higher Education and Achieve)

In addition to the common metrics of increasing graduation and attendance rates Idaho must focus on the skill levels our students achieve. Bill Gates recently spoke of his fears for the future in an address to the National Governors Association. He noted: "In math and science, our 4th graders are among the top students in the world. By 8th grade, they're in the middle of the pack. By 12th grade, U.S. students are scoring near the bottom of all industrialized nations." He concluded that "In the international competition to have the biggest and best supply of knowledge workers, America is falling behind." These national statistics mirror what is happening for Idaho students.

We have much to do to assure success for Idaho and for Idahoans. More than ever before we need more students completing high school ready to work and who have the opportunity to access and complete post secondary education and training. It is imperative we prepare students to succeed and prosper in life, in school and on the job to give them every advantage in a globally competitive world and to keep Idaho's economy thriving in the future.

ORGANIZATION

The framers of Idaho's Constitution (Article IX, Section 1), knowing that "the stability of a republican form of government depending mainly on the intelligence of the people," required the legislature to establish and maintain our public school system. The framers then vested (Article IX, Section 2) the "general supervision" of the Idaho public education system in the State Board of Education, "the membership, powers and duties of which shall be prescribed by law."

In addition, the State Board of Education is constitutionally vested with the general supervision of all public higher education and sits in a constitutional capacity as the Board of Regents of the University of Idaho. The State Board of Education, also been identified in statute as the: Trustees of Idaho State University, Trustees of Lewis-Clark State College, Trustees of Boise State University, State Board for Professional-Technical Education and Trustees for the Idaho School for the Deaf and the Blind.

The Idaho public education system, over which the Board is responsible, consists of the following institutions and agencies:

All public primary/secondary schools
School for the Deaf and the Blind
Idaho State University
University of Idaho
Lewis-Clark State College
Boise State University
College of Southern Idaho*
North Idaho College*
Eastern Idaho Technical College

**Also have local elected boards*

Division of Professional-Technical Education
Idaho Public Broadcasting System
Division of Vocational Rehabilitation
Idaho Commission for Libraries**
Idaho State Historical Society**
State Department of Education
Office of the State Board of Education
Museum of Natural History

***Also have separate oversight boards appointed by the State Board of Education*

GOALS

Goal #1: **Improve K-12 Educational Quality –** Continuously improve the quality of Idaho's K-12 educational services to ensure all students are well prepared for citizenship, work, and postsecondary education in a globally competitive, multicultural society.

Performance/Outcome Measures

A. Increase the number of 9th graders graduating from High School.
B. Increase the number of Idaho HS graduates going to post secondary education.
C. Increase the number of students and schools meeting ISAT proficiency levels.
D. Increase the number of students improving skills under the ISAT growth model.
E. Increase number of students engaged in a rigorous high school curriculum.
F. Increase successful employment attainment following high school and following post-secondary education and training.
G. Decrease the number of HS graduates enrolled in post secondary education taking remedial math and English courses.

Benchmarks

A. Increase the number of 9th graders graduating from High School from __% in 2006 to __% in 2007 and to __% in 2010.
B. Increase the number of high school graduates going to post secondary education from __% in 2006 to __% in 2007 and to __% in 2010.
C. Increase the number of students and schools meeting ISAT proficiency levels from __% in 2006 to __% in 2007 and to __% in 2010.
D. Increase the number of students improving skills under the ISAT growth model from in 2006 __% to __% in 2007 and to __% in 2010.
E. Define and develop measures to track students engaged in a rigorous high school curriculum.
F. Develop measures to track employment attainment after high school, and after various levels of post-secondary training and education including non-credit workforce training.
G. Decrease the number of HS graduates enrolled in post secondary education taking remedial math and English courses from __% in 2006 to __% in 2007 and to __% in 2010.

Objectives (Action Plans)

A. Increase the rigor of HS graduation requirements in core areas of math and science.
B. Create a "math specialist" endorsement that could be added to any standards secondary, K-8 or PTE certificate.
C. Assure the ISAT is aligned to state standards and the transition to the new service vendor is implemented successfully.
D. Increase math and science skills in non-traditional math and science classes such as professional technical and music classes that will meet HS math and science graduation requirements.
E. Increase teacher quality by implementing selected pay for performance pilots.

F. Increase the offerings of AP, dual enrollment and I.B. classes.
G. Require all HS students take college entrance exams.
H. Develop and implement "growth model" for ISAT and to meet NCLB requirements, measure AYP, etc.
I. Increase rigor of the senior year by increasing core requirements and requiring a Senior Project.
J. Align high school math and language arts standards and graduation requirements with postsecondary education entrance requirements.

Goal #2: **Improve Post-Secondary Education Access and Completion Rates -** Assure that all Idahoans have access to and that most receive some type of post-secondary educational training.

Performance/Outcome Measures

A. Increase the number of students receiving a postsecondary four- or two-year degree, a certificate or a diploma and non-credit workforce training.
B. Establish a statewide network of comprehensive community colleges with open enrollment policies.
C. Increase the number of HS students taking dual enrollment courses and number of dual enrollment courses offered.
D. Increase the number of Idaho students receiving scholarships.
E. Assure all state universities and colleges are appropriately accredited.

Benchmarks

A. Increase the number of students receiving a postsecondary four- or two-year degree, a certificate or a diploma and non-credit workforce training. Develop specific metrics to track these numbers at various levels and institutions.
B. Work with 2007 Legislature to establish a statewide network of comprehensive community colleges with open enrollment policies
C. Increase the number of HS students taking dual enrollment courses and number of dual enrollment courses offered from __% in 2006 to __% in 2007 and to __% in 2010.
D. Increase the number of Idaho students receiving scholarships from __% in 2006 to __% in 2007 and to __% in 2010.
E. Work with 2007 Legislature to establish a needs-based scholarship program for Idaho students.

Objectives (Action Plans)

A. Develop "bridge standards" that are aligned with K-12 standards and reflect entry level employment and post-secondary expectations.
B. Increasing funding for post-secondary merit- and needs- based scholarships.
C. Assure articulation agreements on dual enrollment between universities and high schools.
D. Positively address all issues raised in accreditation review of University of Idaho and Idaho State University.

E. Develop tax credits for businesses and individuals who contribute to the Idaho Students Scholarship Fund.

Goal #3: ***Agency Goals -*** *Develop goals, outcomes, benchmarks and objectives for agencies that report to the Board.*

Goal #4: ***Other Possible Goals –***
Affordability of postsecondary education?
Efficient and effective use of taxpayer dollars used in public education?

KEY EXTERNAL FACTORS
Key factors beyond the control of the State Board of Education that could significantly affect the achievement of the Strategic Plan include:

1) Legislative support for increased high school graduation requirements to increase the "rigor" of a high school diploma.
2) Successful development of longitudinal tools including an unique student identifier that are necessary to monitor success or failure of the measures established.
3) Funding levels appropriated by the Legislature for K-12 and higher education.

DRAFT PLANNING CALENDAR
April Board Meeting
1st Day - Receive Accomplishments Report on prior year Strategic Plan
2nd Day – Work Session on K-12 Strategic Plan

May Board Meeting
1st Day – Institutional President Evaluations
2nd Day – Work Session on Postsecondary Education Strategic Plan

June Board Meeting
Review updated draft Strategic Plan based on work sessions
Board "Self Evaluation"
Executive Director Evaluation
Set budget guidelines

August Board Meeting
Finalize Strategic Plan with Goals, Outcome Measures, Benchmarks, and Objectives
Finalize Legislative Action Plan
Finalize budget recommendations

TAB	DESCRIPTION	ACTION
1	**NEW GRADUATE PROGRAM** **BOISE STATE UNIVERSITY – MASTER OF SCIENCE, HYDROLOGIC SCIENCES**	Motion to approve
2	**NEW GRADUATE PROGRAM** **BOISE STATE UNIVERSITY – MASTER OF EDUCATION, EDUCATION LEADERSHIP**	Motion to approve
3	**NEW GRADUATE PROGRAM** **BOISE STATE UNIVERSITY – MASTER OF APPLIED ANTHROPOLOGY AND M.A., ANTHROPOLOGY**	Motion to approve
4	**FEDERAL ACADEMIC COMPETITIVENESS GRANT PROGRAM – IDAHO'S PROPOSAL FOR A RIGOROUS HIGH SCHOOL PROGRAM OF STUDY**	Motion to approve
5	**TEMPORARY AMENDMENT TO THE RULES GOVERNING HIGH SCHOOL REDESIGN**	Motion to approve
6	**CONTRACTOR FOR THE IDAHO STANDARDS ACHIEVEMENT TESTS (ISAT)**	Motion to approve

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SUBJECT

New Graduate Program – Boise State University – M.S., Hydrologic Sciences

APPLICABLE STATUTE, RULE, OR POLICY

- Idaho State Board of Education Governing Policies and Procedures, Section III.G.4 and 5, Program Approval and Discontinuance
- Sections 33-107 (7), 33-4001. Idaho Code.

BACKGROUND

In accordance with Board policy III.G.4.(a) (1), Board approval is required prior to implementation of any new academic program, instructional unit, minor, option, or emphasis with a financial impact of $250,000 or more per year. Also, as per Board Policy III.G.5, (a) (3), a request for a new graduate program requires a full proposal.

DISCUSSION

Boise State University proposes a new on-campus graduate program leading to the Master of Science (M.S.) in Hydrologic Sciences. Although this is a new degree program, it is more accurately viewed as the formalization of a research focus and set of electives that have served students for many years as part of the existing Master of Science in Geology program. The new degree title better represents the education and research experience of a substantial subset of students in the graduate geology program. The program is to be offered at Boise State University's main campus.

The new program will satisfy a commitment to the university central administration, which awarded $150,000 to the Department of Geosciences and the Department of Civil Engineering to develop collaborative water-related research and graduate programs on campus. The proposed program will also fulfill a commitment made by BSU to the Idaho EPSCoR program which received $9,000,000 from the National Science Foundation to enhance infrastructure for water-related research and education across the state.

The program will be housed in the Department of Geosciences and relies on faculty participation from the Department of Civil Engineering with additional contributions from the Department of Biology and the Department of Mathematics. Currently, water-related faculty members throughout Idaho are making plans for statewide integrated initiatives in research and education in water-related disciplines. The proposed degree program will enable Boise State University to contribute to these integrating efforts.

The proposed program would be the only Master of Science in Hydrologic Sciences degree program delivered in southwest Idaho. The Department of Geological Sciences at UI in Idaho delivers an M.S. in Hydrogeology degree program. Historically, this program has been a cooperative degree between UI, BSU, and ISU, wherein students in Boise or Pocatello take courses via video to receive a UI degree. BSU is now prepared to offer its own master's degree program in hydrologic sciences. BSU students may enroll in UI video courses, or live courses at UI-Boise and UI-Boise students may enroll in live BSU courses, thereby expanding the options available for students in southwest Idaho. Faculty

members at UI are currently planning an interdisciplinary degree in water science and policy. This broader degree encompasses science and policy, whereas the proposed BSU program focuses on the science. BSU has prepared this proposal in coordination with the UI faculty to ensure that the programs are complementary and that each university is able to carry out its goals.

The new Master of Science in Hydrologic Sciences program will fall under the regional accreditation of the university by the Northwest Commission on Colleges and Universities. The curriculum requirements for the proposed program will meet certification criteria established by the American Institute of Hydrology (AIH) and graduates will be eligible to take the AIH certification exam. The program will be consistent with all policies and procedures of the Graduate College of BSU. The proposed program requires completion of 24 credits of graduate coursework and completion of a thesis equivalent to a minimum of 6 credits.

BSU conducted a needs assessment based primarily on evaluating the recent history of graduate students enrolling in the Department of Geosciences and on national trends in water-related education. Since 1997, approximately 50% of the master's students in the Department of Geosciences pursued theses related to the hydrologic sciences. Most completed coursework similar to the curriculum outlined in this proposal. All of the students that have completed a graduate degree with a hydrologic science curriculum since 1997 have found employment in a water-related field. It is clear that the current degree titles in the Department of Geosciences do not adequately reflect the education that these students receive, nor does it reflect their ultimate employment. Implementing the proposed program will better serve both the students and the faculty by providing a new structured curriculum that accounts for the breadth of hydrologic science, by awarding a degree title that better reflects the content of the program, and by providing quality control through better program management and design.

Water is a most important resource, yet there is a crucial lack of a coherent education system for training water professionals in universities throughout the United States. The need for trained hydrologists continues to rise in the academic, public, and private sectors as awareness of the critical role of water in environmental problems from local to global scales continues to grow. Historically, however, hydrology has been a fragmented discipline with applications-oriented versions attached to engineering programs, while patches of scientific knowledge have been dispersed throughout geoscience, forestry, biology, and other academic programs. Consequently, advances in understanding of the physical basis of the hydrologic cycle and its environmental implications have been limited by disciplinary boundaries. The problems with hydrologic education were clearly articulated in a report by the National Research Council in 1991 in which a panel of engineers and scientists outlined a plan to bring identity and unity to hydrologic science. Foremost among their recommendations was that universities in the United States must develop cross-cutting hydrologic science programs supported by interdisciplinary research. In the thirteen years since that report, hydrologic science has emerged as a distinct discipline throughout universities in the United States. This new degree will bring Boise State University into this growing academic movement.

Based on unsolicited student inquiries, BSU expects a steady-state enrollment of about 15 students by the fifth year of the program, with nearly all of these students representing new enrollments, rather than shifting enrollments. BSU also expects that the background of students will diversify to include students with undergraduate training in biology and the environmental sciences.

Fiscal Impact

The Department of Civil Engineering is adding one new faculty position that will support the proposed program starting in fall 2006. This new position is funded by a National Science Foundation EPSCoR grant for two years after which the position will become institutionalized by the university. Any BSU faculty member may petition the Graduate Program Committee to become a participating faculty member in the hydrologic sciences program. Faculty members from ISU and UI are also eligible and encouraged to participate in the program. Current space, personnel, journal subscriptions, and books in the Albertson Library are adequate to support the proposed program. Although the Department of Geosciences and the Department of Civil Engineering are already well-equipped to conduct hydrologic research, a recently awarded grant will permit the acquisition of an additional $240,000 worth of instrumentation in the first two years of the program. Additionally, BSU is renovating space in the Mathematics Geology building during the summer 2006 to create a new Geoenvironmental Research Laboratory.

Estimated Fiscal Impact	**FY 07**	**FY 08**	**FY 09**	**Total**
A. Expenditures				
1. Personnel	180,428	193,601	211,800	585,829
2. Operating	12,300	12,669	13,049	38,018
3. Capital Outlay	210,000	30,000	0	240,000
4. Facilities	490,000	0	0	490,000
5. Indirect Costs	11,564	12,376	13,491	37,431
TOTAL:	**904,292**	**248,646**	**238,340**	**1,391,278**
B. Source of Funds				
1. Appropriated Reallocation – MCO	185,267	199,051	218,157	602,475
2. Appropriated – New				
3. Federal	229,024	49,595	20,183	298,802
4. Other (One-time University Expenditure)	490,000			490,000
TOTAL:	**904,292**	**248,646**	**238,340**	**1,391,278**
C. Nature of Funds				
1. Recurring *	185,267	199,051	218,157	602,475
2. Non-recurring **	719,024	49,595	20,183	788,802
TOTAL:	**904,292**	**248,646**	**238,340**	**1,391,278**

* Recurring is defined as ongoing operating budget for the program which will become part of the base.

** Non-recurring is defined as one-time funding in a fiscal year and not part of the base.

IMPACT

If Board approved, the institution will implement this program and it will be subject to future monitoring for program compliance.

ATTACHMENTS

N/A

STAFF COMMENTS AND RECOMMENDATIONS

BSU's request to offer a new an M.S. program in Hydrologic Sciences is consistent with their Eight-Year Plan for Delivery of Academic Programs in the Southwest Region. Board staff and CAAP recommend approval as presented. A copy of the full proposal is available upon request. Please contact Patty Sanchez at (208) 332-1562 or email Patty.Sanchez@osbe.idaho.gov.

BOARD ACTION

A motion to approve Boise State University's request to offer an M.S. in Hydrologic Sciences.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

0REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

4. Program Approval Policy

Program approval will take into consideration statewide and institutional objectives.

a. New instructional programs, instructional units, majors, minors, options, and emphases require approval prior to implementation;

(1) Board Approval - Board approval prior to implementation is required for any new:

(a) Academic professional-technical program, new major, minor, option, emphasis, or instructional unit with a financial impact of $250,000 or more per year;
(b) Graduate program leading to a master's, specialist, or doctoral degree.

(2) Executive Director Approval - Executive Director approval prior to implementation is required for any new academic or professional-technical program, major, minor, option, emphasis or instructional unit with a financial impact of less than $250,000 per year.

b. Existing instructional programs, majors, minors, options, emphases and instructional units.

(1) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases, or instructional units with a financial impact of $250,000 or more per year require Board approval prior to implementation.

(2) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than $250,000 require executive director approval prior to implementation. The executive director may refer any of the requests to the Board or a subcommittee of the Board for review and action. All modifications approved by the executive director shall be reported quarterly to the Board. Non-substantive name or title changes need not be submitted for approval.

c. Routine Changes

Non-substantive name or title changes, credits, descriptions of individual courses, or other routine catalog changes do not require notification or approval.

5. Approval Procedures

a. Board Approval Procedures

(1) Subsequent to institutional review and consistent with institutional policies, all requests requiring Board approval will be submitted by the institution as a notice of intent in a manner prescribed by the Chief Academic Officer of the Board.
(2) The Chief Academic Officer shall forward the request to the CAAP for its review and recommendation. Professional-technical requests will be forwarded to the Idaho Division of Professional-Technical Education for review and recommendation prior to

CAAP review and action. If the CAAP recommends approval, the proposal shall be forwarded to the Board for action. Requests that require new state appropriations will be included in the annual budget request of the institution and the State Board of Education.

(3) CAAP may, at its discretion, request a full proposal for any request requiring a notice of intent. A request for a new graduate program requires a full proposal. Full proposals should be forwarded to CAAP members at least two (2) weeks prior to the CAAP meeting.

(4) As a part of the full proposal process, all doctoral program request(s) will require an external peer review. The external peer-review panel will consist of at least two (2) members and will be selected by the Board's Chief Academic Officer and the requesting institution's Chief Academic Officer. The review will consist of a paper and on-site review followed by the issuance of a report and recommendations by the peer-review panel. Considerable weight on the approval process will be placed upon the peer reviewer's report and recommendations.

b. Office of the State Board of Education Approval Procedures

(1) All requests requiring approval by the Executive Director will be submitted by the institution as a notice of intent in a manner prescribed by the Chief Academic Officer of the Board. At his discretion, the Chief Academic Officer shall forward the request to the CAAP for review and recommendation. Professional-technical requests will be forwarded to the Division of Professional-Technical Education for review and recommendation prior to CAAP review and action.

(2) If the CAAP recommends approval of the request(s), the notice of intent will be submitted to the Executive Director for consideration and action. The Executive Director shall act on any request within thirty (30) days of receipt of the CAAP recommendation.

(3) If the Executive Director denies the request he or she shall provide specific reasons in writing. The institution has thirty (30) days in which to address the issue(s) for denial of the request. The Executive Director has ten (10) working days after the receipt of the institution's response to re-consider the denial. If the Executive Director decides to deny the request after re-consideration, the institution may send its request and the documents related to the denial to the president of the Board for final reconsideration.

(4) Distance Learning Delivery and Residence Centers
All academic programs delivered to sites outside of the service area defined by the institution's role and mission statement shall be submitted to the Executive Director using a notice of intent.

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

TITLE 33
EDUCATION
CHAPTER 1
STATE BOARD OF EDUCATION

33-107. GENERAL POWERS AND DUTIES OF THE STATE BOARD. The state board shall have power to:

(7) 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;

TITLE 33
EDUCATION
CHAPTER 40
BOISE STATE UNIVERSITY

33-4001. BOISE STATE UNIVERSITY ESTABLISHED -- STANDARDS -- PROFESSIONAL-TECHNICAL PROGRAMS. The college now known as Boise state college and previously operated and conducted by Boise community college district in Ada County, Idaho, known as Boise college, shall be established in the city of Boise, Idaho, as an institution of higher education of the state of Idaho, for the purpose of giving instruction in college courses in sciences, arts and literature, professional, technical and other courses of higher education, such courses being those that are usually included in colleges and universities leading to the granting of appropriate collegiate degrees, said college to be known as Boise State University. The standards of the courses and departments maintained in said university shall be at least equal to, or on a parity with those maintained in other similar colleges and universities in Idaho and other states. All programs in the professional-technical departments, including terminal programs now established and maintained, may be continued and such additional professional-technical and terminal programs may be added as the needs of the students attending such university taking professional-technical and terminal programs shall warrant, and the appropriate certificate for completion thereof shall be granted. The courses offered and degrees granted at said university shall be determined by the board of trustees.

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SUBJECT

New Graduate Program – Boise State University – M.Ed., Education Leadership

APPLICABLE STATUTE, RULE, OR POLICY

- Idaho State Board of Education Governing Policies and Procedures, Section III.G. 5, Program Approval and Discontinuance
- Sections 33-107 (7), 33-4001. Idaho Code.

BACKGROUND

In accordance with Board policy III.G.5,(a) (2) and (3), The Chief Academic Officer shall forward program requests to the CAAP for its review and recommendation. If CAAP recommends approval, the proposal shall be forwarded to the Board for action. A request for a new graduate program requires a full proposal.

DISCUSSION

Boise State University proposes a new graduate program leading to a Master's of Education in Educational Leadership that will graduate candidates who qualify for certification as school principals by the State of Idaho and who will be highly qualified to perform new leadership functions required today. This program will be delivered through a variety of methods, including on-campus, off-campus, and hybrid delivery. This program is not an expansion of an existing program, or a cooperative effort with another institution, nor a contracted program.

An external advisory group of southwestern Idaho educators (Regions III and IV), professional associations and policy makers were convened during the 2004-05 school year. Members recommended specific skills now necessary to effectively lead at the building and district level. They further advised faculty from the College of Education on matters of instructional methods and delivery systems that should be considered. Recently, the State Department of Education emphasized the urgent need for leadership training for both current and aspiring principals.

Three essential components will insure the quality of the Educational Leadership degree program:

1. Compliance with National Council for Accreditation of Teacher Education (NCATE) standards with future NCATE full evaluation. Specific to this program, a subset of NCATE, the National Policy Board for Educational Administration published the Standards for Advanced Programs in Educational Leadership to which this program will be held accountable.
2. Effective leadership and management of the Educational Leadership degree program to insure program congruence and quality.
3. High levels of program congruence established through explicit philosophy, content and instructional design expectations.

NCATE is an independent specialized accrediting body responsible for accreditation for the College of Education. The standards of NCATE have been used in program design, assessment, and evaluation. The accreditation process

is a quality assurance mechanism that comprises key stakeholders in education, including representatives from the Idaho State Department of Education. In addition to the NCATE standards, the Idaho Standards School Leaders has been instrumental in guiding curriculum development.

The College of Education is planning to conduct a search for an associate or full professor of Educational Leadership to direct the program. The Director of the program will report to the Dean of the College of Education through the Department Chair of Curriculum, Instruction and Foundational Studies. The Director will be responsible for the continuous improvement of the program. An advisory council of southwestern Idaho (Regions III and IV) educators, policy makers, and professional associations will be convened annually. Feedback from students will be regularly solicited, valued, and used.

The program will integrate theory and practice to equip candidates in contextually relevant preparation. The centrality of high quality curriculum, instruction, and assessment as core knowledge for the educational leader is a significant shift away from traditional principal preparation as building managers to instructional leaders. Content, instructional methods, and performance expectations will be highly consistent within and among modules, allowing the candidates to develop the depth and scope of their emerging professional expertise. Each module will be led by a Faculty Team consisting of faculty from the College of Education faculty as well as effective practicing educational leaders.

The curriculum content has been constructed from the research base of educational leadership and leadership in related fields. It is consistent with the Idaho Standards for Leaders and the Interstate School Leaders Licensure Consortium standards (Council of Chief State School Officers, 2005). The program content has been designed to meet the recommended certification competencies.

BSU plans to explore off-campus delivery for class meetings with school district partners and private sector partners. Future plans include expansion of the degree program to an Educational Specialist Degree and requirements for certification as a school superintendent as Phase 2 of this program. Phase 3 will include a doctoral degree in Educational Leadership.

There are four programs for educational administrators in Idaho. The University of Idaho (Moscow and Boise Center) offers educational administration pre-service graduate programs that lead to state certification as principal, special education director or superintendent. Northwest Nazarene University offers programs for endorsements as principals. Idaho State University offers a master's degree in educational administration in Pocatello. The University of Phoenix has expanded its presence in the Treasure Valley and is implementing their educational leadership program in 2005-06. Many universities in the Pacific Northwest that have teacher education programs also have programs for educational administration. The programs of study and the instructional approaches in the majority of these are traditional. One exception is Gonzaga

University. BSU has worked closely with the Program Director for the Leadership Formation Program at Gonzaga University in their program design.

Although there are local options for pre-service programs for aspiring school leaders, the College of Education at BSU will provide a uniquely designed opportunity, involving both teacher leaders and administrative leaders in the same program. BSU does not intend to duplicate or replicate the types of programs currently offered. Their integrated approach and authentic learning experiences within a hybrid delivery system are not currently available through other providers.

The College of Education has successful teacher preparation programs at both the undergraduate and graduate level. There is an infrastructure of expertise within the college that will be instrumental in planning and implementing a program to develop educational leaders who know how to lead quality instruction that meets the needs of diverse learners, a component that has been traditionally underemphasized in leadership training.

Boise State University is well positioned to respond to the current need throughout Regions III and IV for school leaders. In addition to the undergraduate and graduate degree programs that prepare elementary and secondary teachers, the College of Education offers a number of special area programs that are vital to the needs of schools and to the quality of instructional programs that serve diverse students. An educational leadership program would complement existing programs and provide a realistic opportunity to pragmatically engage the multiple functions that come together in schools.

As early as the mid 1980's, questions were being raised regarding the content of educational administration programs (Murphy, et al, 2003.) Content deficiencies cited included a lack of attention to matters of practice, lack of a coherent curriculum, a nearly complete void in the areas of values and ethics and low levels of attention to the core issues of education, that of teaching and learning. Leading and managing systemic change was also identified as a gap. Higher education has been slow to respond to the demand for changes in preparation programs. The National Staff Development Council proposed that leadership programs be long-term with a coherent curriculum (Sparks & Hirsch, 2000). Preparation programs need to create contexts for job-embedded learning and authentic problem solving. The blueprint of the Boise State University Educational Leadership degree program has purposefully designed highly relevant and authentic learning structures with content and instructional coherence from semester to semester.

Our needs assessment included three primary sources: (1) local focus groups of educators, (2) review of available state data on supply and demand, and (3) a review of existing programs, both local and national in education and related fields.

In June of 2004, the Center for School Improvement and Policy Studies ended their work with the J. A. & Kathryn Albertson Foundation's Creating High

Performing Schools Initiative. Faculty working on this project had a keen sense of the urgent need to equip principals, central office leaders and superintendents with a different set of knowledge and skills. Leaders from fifteen Idaho school districts communicated their frustration with the mismatch between traditional educational administration preparation programs and what was now required of them. They cited the necessity to re-train both newly certified and existing principals with the skill sets that are now essential. Their sense of urgency stimulated our interest in the development of a new educational leadership program.

The second area of BSU's needs assessment included a review of the conditions affecting retention and recruitment of educational leaders. The Idaho State Department of Education reports in their July 2005 analysis, ***Educator Supply and Demand in Idaho,*** that the total educator core is aging. According to the Annual Statistical Report 2003-04 compiled by the Idaho Department of Education, approximately 70% of the current principals would be eligible to retire during the period of 2005 to 2015. These data suggest that demand for qualified leaders will likely increase. The Idaho Department of Education further reports that currently there are sufficient applicants for principal positions (an average of 8 applicants per vacancy) which suggest there are sufficient numbers of appropriately certified principals. Although the candidate pool may be sufficient for applicants who hold the necessary credential, there is a clear demand for a differently prepared aspiring principal who is fully equipped to meet the requirements of leadership in today's schools.

The third element of BSU's needs assessment included investigation of current state, national and international leadership development programs. BSU investigated the few educational leadership programs that were considered to be non-traditional and innovative. They also investigated literature that critiqued traditional Masters in Business Administration. The criticisms were similar from both fields calling for increased rigor, relevance and curricular coherence (Levine, 2005; Mintzberg, 2004). Foundation funded leadership development programs revealed a general attitude that practitioners had to design programs since university perspective and responsiveness were not aligned to the current need in the field.

The design of this program will have a reciprocal benefit to both Boise State University's existing educational programs and the new educational leadership degree program. The presence of an educational leadership degree program at Boise State University will facilitate the integration of the development of leadership capabilities in existing undergraduate and graduate programs within the College of Education. This serves to develop teachers who are prepared to use their influence from any position that they may occupy in a school. The centrality of deep knowledge of curriculum, instruction and assessment for aspiring leaders is well documented (Leithwood et al., 2004; Marzano, 2003; Waters et al., 2003; Fink & Resnick, 2001). Leadership is needed at every level of the organization to influence the conditions for high performance (Leithwood et al., 2004). The curriculum recognizes this as fundamental to the program. The delivery of our curriculum is highly integrated using the existing expertise of key

faculty as well as highly skilled practitioners from the field. The teaching team of faculty will authentically reflect the composition of leadership teams that exist in schools and districts.

The College of Education will pursue relationships with area school districts to establish partnerships for customized programs for their districts. Cohorts from the local school districts may be possible using the instructional design proposed in the program description. Because the areas of focus within the Educational Leadership Master's program will be new to Boise State University's College of Education, we anticipate minimal draw of students from existing programs. Of the twenty students accepted in the first years of the program, we expect most will be new students to Boise State University.

The addition of an Educational Leadership Degree program will complement the existing teacher preparation programs at Boise State University. Options will be explored to hold the program off campus in settings that might be more suited for leadership training. BSU intends to explore grant opportunities with local private sector partners, such as Hewlett Packard, Micron and Albertson's.

Fiscal Impact

Two full-time faculty positions are necessary for this degree program. The College of Education has reallocated one position to this program and is requesting one additional position. This position will be necessary to coordinate the various modules, deliver instruction, advise students and complement the expertise of the Program Director. Additional faculty and practitioners (Adjunct Faculty) with specific expertise will participate in Module Faculty Teams.

Estimated Fiscal Impact	FY 07	FY 08	FY 09	Total
A. Expenditures				
1. Personnel	217,539	229,695	236,587	683,821
2. Operating	9,000	9,270	9,549	27,819
3. Capital Outlay	11,000	1,030	1,061	13,091
4. Facilities				
5. Indirect Costs				
TOTAL:	**237,539**	**239,995**	**247,197**	**724,731**

Estimated Fiscal Impact	FY 07	FY 08	FY 09	Total
B. Source of Funds				
1. Appropriated Reallocation – MCO	93,012	95,802	98,677	287491
2. Appropriated – New MCO	128,327	122,593	126,920	377,840
3. Federal				
4. Other (One-time University Expenditure)				
5. Fees	16,200	21,600	21,600	59,400
TOTAL:	**237,539**	**239,995**	**247,197**	**724,731**
C. Nature of Funds				
1. Recurring *	221,339	218,395	225,597	665,331
2. Non-recurring **	16,200	21,600	21,600	59,400
TOTAL:	**237,539**	**239,995**	**247,197**	**724,731**

* Recurring is defined as ongoing operating budget for the program which will become part of the base.

** Non-recurring is defined as one-time funding in a fiscal year and not part of the base.

IMPACT

If Board approved, the institution will implement this program and it will be subject to future monitoring for program compliance.

ATTACHMENTS

N/A

STAFF COMMENTS AND RECOMMENDATIONS

BSU's request to offer a new Master of Education program in Education Leadership is consistent with their Eight-Year Plan for Delivery of Academic Programs in the Southwest Region. Board staff and CAAP recommend approval as presented. A copy of the full proposal is available upon request. Please contact Patty Sanchez at (208) 332-1562 or email Patty.Sanchez@osbe.idaho.gov.

BOARD ACTION

A motion to approve Boise State University's request to offer a Master of Education in Education Leadership.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

5. Approval Procedures

   a. Board Approval Procedures

      (1) Subsequent to institutional review and consistent with institutional policies, all requests requiring Board approval will be submitted by the institution as a notice of intent in a manner prescribed by the Chief Academic Officer of the Board.
      (2) The Chief Academic Officer shall forward the request to the CAAP for its review and recommendation. Professional-technical requests will be forwarded to the Idaho Division of Professional-Technical Education for review and recommendation prior to CAAP review and action. If the CAAP recommends approval, the proposal shall be forwarded to the Board for action. Requests that require new state appropriations will be included in the annual budget request of the institution and the State Board of Education.

      (3) CAAP may, at its discretion, request a full proposal for any request requiring a notice of intent. A request for a new graduate program requires a full proposal. Full proposals should be forwarded to CAAP members at least two (2) weeks prior to the CAAP meeting.

      (4) As a part of the full proposal process, all doctoral program request(s) will require an external peer review. The external peer-review panel will consist of at least two (2) members and will be selected by the Board's Chief Academic Officer and the requesting institution's Chief Academic Officer. The review will consist of a paper and on-site review followed by the issuance of a report and recommendations by the peer-review panel. Considerable weight on the approval process will be placed upon the peer reviewer's report and recommendations.

   b. Office of the State Board of Education Approval Procedures

      (1) All requests requiring approval by the Executive Director will be submitted by the institution as a notice of intent in a manner prescribed by the Chief Academic Officer of the Board. At his discretion, the Chief Academic Officer shall forward the request to the CAAP for review and recommendation. Professional-technical requests will be forwarded to the Division of Professional-Technical Education for review and recommendation prior to CAAP review and action.

      (2) If the CAAP recommends approval of the request(s), the notice of intent will be submitted to the Executive Director for consideration and action. The Executive Director shall act on any request within thirty (30) days of receipt of the CAAP recommendation.

      (3) If the Executive Director denies the request he or she shall provide specific reasons in writing. The institution has thirty (30) days in which to address the issue(s) for denial of the request. The Executive Director has ten (10) working days after the receipt of the institution's response to re-consider the denial. If the Executive Director decides to

deny the request after re-consideration, the institution may send its request and the documents related to the denial to the president of the Board for final reconsideration.

(4) Distance Learning Delivery and Residence Centers
All academic programs delivered to sites outside of the service area defined by the institution's role and mission statement shall be submitted to the Executive Director using a notice of intent.

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

TITLE 33
EDUCATION
CHAPTER 1
STATE BOARD OF EDUCATION

33-107. GENERAL POWERS AND DUTIES OF THE STATE BOARD. The state board shall have power to:

(7) 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;

TITLE 33
EDUCATION
CHAPTER 40
BOISE STATE UNIVERSITY

33-4001. BOISE STATE UNIVERSITY ESTABLISHED -- STANDARDS -- PROFESSIONAL-TECHNICAL PROGRAMS. The college now known as Boise state college and previously operated and conducted by Boise community college district in Ada County, Idaho, known as Boise college, shall be established in the city of Boise, Idaho, as an institution of higher education of the state of Idaho, for the purpose of giving instruction in college courses in sciences, arts and literature, professional, technical and other courses of higher education, such courses being those that are usually included in colleges and universities leading to the granting of appropriate collegiate degrees, said college to be known as Boise State University. The standards of the courses and departments maintained in said university shall be at least equal to, or on a parity with those maintained in other similar colleges and universities in Idaho and other states. All programs in the professional-technical departments, including terminal programs now established and maintained, may be continued and such additional professional-technical and terminal programs may be added as the needs of the students attending such university taking professional-technical and terminal programs shall warrant, and the appropriate certificate for completion thereof shall be granted. The courses offered and degrees granted at said university shall be determined by the board of trustees.

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SUBJECT

New Graduate Program – Boise State University – Master of Applied Anthropology and MA, Anthropology

APPLICABLE STATUTE, RULE, OR POLICY

- Idaho State Board of Education Governing Policies and Procedures, Section III.G. 5, Program Approval and Discontinuance
- Sections 33-107 (7), 33-4001. Idaho Code.

BACKGROUND

In accordance with Board policy III.G.5,(a) (2) and (3), The Chief Academic Officer shall forward program requests to the CAAP for its review and recommendation. If CAAP recommends approval, the proposal shall be forwarded to the Board for action. A request for a new graduate program requires a full proposal.

DISCUSSION

Boise State University proposes a new program offering two degrees: a Non-thesis Master of Applied Anthropology and a thesis based Master of Arts in Anthropology.

Each program requires 31 credits. The Master of Arts in Anthropology program requires the preparation of a thesis as a culminating activity and is intended to prepare students who will eventually seek a doctoral degree. The other program is a non-thesis professional program that requires a project and leads to the Master of Applied Anthropology degree. The Master of Arts in Anthropology and Master of Applied Anthropology programs are included in a single proposal as the programs share a common core curriculum and will operate under one budget. The major difference in the programs is the culminating activity (Master of Arts students will conduct research and present a thesis, while students in the Master of Applied Anthropology program will complete a project that constitutes a significant professional activity). These new programs are not substantive changes as defined by the Northwest Commission on Colleges and Universities.

Boise State University is currently accredited for all degree levels (Associate, Bachelor's, Master's, and Doctoral). The proposed program is not subject to specialized accreditation. The curriculum requires a core sequence in anthropology with a heavy emphasis on methodology and theory, a sequence of electives, a preliminary examination, and a project (Master of Applied Anthropology) or a thesis (Master of Arts in Anthropology), the latter adding to the body of knowledge that is of sufficient quality to warrant publication in a peer-reviewed journal (publication is not required but is held out as a goal for all students).

Internal program evaluations will take place every five years as part of the normal departmental review process conducted by the Office of the Provost. This

process requires a detailed self study (including outcomes assessment) and a comprehensive review and site visit by external evaluators.

The programs will adhere to all policies and procedures of the Graduate College, which is assigned broad institutional oversight of all graduate degree and certificate programs.

The department anticipates that at least one future faculty hire will be needed to further develop both programs. There are no plans to expand either program off campus.

The proposed programs do not duplicate any programs offered by the Idaho public system of higher education in the southwest Idaho service area. The proposed programs also do not duplicate programs at the private colleges and universities in Idaho. The University of Idaho (UI) offers a Master of Arts degree in anthropology in Moscow, and Idaho State University (ISU) offers both Master of Arts and Master of Science degrees in anthropology in Pocatello. The proposed Boise State master's programs each will have a scholarly focus and program structure that is distinct from the UI and ISU programs. The primary difference is that Boise State University does not intend to offer a traditional four-field approach as is the case with UI and ISU. The four-field approach includes equal preparation in cultural anthropology, archaeology, physical anthropology, and linguistics. BSU has chosen to emphasize its strengths and in so doing reflects a national trend toward more specialized and focused master's level programs.

While ensuring a broad overview of the diverse nature of the field, the programs will focus on offering a strong ecological perspective to the study of humans. By offering a thesis-based Master of Arts in Anthropology program, and a project-based Master of Applied Anthropology program, BSU will enable students to pursue studies emphasizing ecological approaches, whether preparing to conduct further study at the doctoral level or for professional practice. Discussions with the ISU anthropology department have already led to an acknowledgement that the proposed Boise State programs will allow the two departments to increase their cooperation in exchange of faculty expertise. The proposed programs differ from institutions granting Master of Arts degrees throughout the Pacific Northwest and states surrounding Idaho, where all programs (Oregon State University, University of Nevada, Reno, Montana State University, and Central Washington University) offer a traditional four-field program.

The Master of Arts in Anthropology program and the Master of Applied Anthropology program are central to the university's long-range plan of offering high quality master's programs that facilitate externally funded research appropriate to the goals of a metropolitan university. These degree programs are a critical component of the institution's primary social sciences and public affairs

emphasis and will integrate with the continuing emphasis in physical and biological sciences.

In the late 1990s, the Anthropology department surveyed its alumni regarding the development of graduate programs in anthropology at Boise State University, and the results indicated a significant interest. The most recent external review of the department recommended the development of a graduate program. The department annually receives numerous local, regional, and national inquiries regarding the availability of graduate courses and/or graduate degree programs in anthropology. Federal agencies have expressed interest in having graduate level courses offered at Boise State University. Within southwestern Idaho, there is interest and support from federal agencies and other public and private sectors for the development of Boise State graduate programs in anthropology. This interest reflects the demand for graduate level preparation in anthropology and archaeology locally and regionally. Existing university enrollments in anthropology and allied disciplines in the social sciences indicate that new cohorts of 5-10 well qualified full-time master's students could be created annually from within the institution.

The department used a number of methods to assess the need for graduate programs in anthropology: (1) Upper division anthropology majors were asked to respond to a survey of their potential interest in enrolling in a master's program in anthropology if offered at Boise State University; (2) students were informally queried regarding their interests in graduate level offerings; (3) the department solicited input from anthropologists working in the area and region. Specifically, BSU sought input from private companies, and state and federal agencies regarding their interest in having Boise State University offer graduate preparation in anthropology. They queried companies/agencies as to their interest in hiring BSU graduates in anthropology and the extent to which anthropologists in the area would make use of graduate programs by seeking degrees or extended training; (4) General upper division and graduate student populations were asked if they would enroll in a graduate program at Boise State University or be interested in taking graduate level courses in anthropology; (5) students in the Interdisciplinary Studies Program whose curricula attempt to combine anthropology with other allied disciplines were asked if they would enroll in an anthropology graduate program; (6) alumni who have taken graduate degrees or courses elsewhere were queried as to whether they would have remained at Boise State University if the department offered master's programs.

Fiscal Impact

Estimated Fiscal Impact	FY 07	FY 08	FY 09	Total
A. Expenditures				
1. Personnel	159,246	164,720	179,013	502,979
2. Operating	10,500	13,100	14,700	38,300
3. Capital Outlay	1,000	1,500	2,000	4,500
4. Facilities				

5. Indirect Costs				
TOTAL:	**170,746**	**179,320**	**195,713**	**545,779**
B. Source of Funds				
1. Appropriated Reallocation – MCO	133,306	140,058	154,505	427,869
2. Appropriated – New MCO	18,720	19,631	20,604	58,955
3. Federal	18,720	19,631	20,604	58,955
4. Other				
5. Fees				
TOTAL:	**170,746**	**179,320**	**195,713**	**545,779**
C. Nature of Funds				
1. Recurring *	152,026	159,689	175,109	486,824
2. Non-recurring **	18,720	19,631	20,604	58,955
TOTAL:	**170,746**	**179,320**	**195,713**	**545,779**

* Recurring is defined as ongoing operating budget for the program which will become part of the base.

** Non-recurring is defined as one-time funding in a fiscal year and not part of the base.

IMPACT

If Board approved, the institution will implement this program and it will be subject to future monitoring for program compliance.

ATTACHMENTS

N/A

STAFF COMMENTS AND RECOMMENDATIONS

BSU's request to offer a new Master of Applied Anthropology and M.A., Anthropology is consistent with their Eight-Year Plan for Delivery of Academic Programs in the Southwest Region. Board staff and CAAP recommend approval as presented. A copy of the full proposal is available upon request. Please contact Patty Sanchez at (208) 332-1562 or email Patty.Sanchez@osbe.idaho.gov.

BOARD ACTION

A motion to approve Boise State University's request to offer a Master of Applied Anthropology and a Master of Arts in Anthropology.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

5. Approval Procedures

   a. Board Approval Procedures

      (1) Subsequent to institutional review and consistent with institutional policies, all requests requiring Board approval will be submitted by the institution as a notice of intent in a manner prescribed by the Chief Academic Officer of the Board.

      (2) The Chief Academic Officer shall forward the request to the CAAP for its review and recommendation. Professional-technical requests will be forwarded to the Idaho Division of Professional-Technical Education for review and recommendation prior to CAAP review and action. If the CAAP recommends approval, the proposal shall be forwarded to the Board for action. Requests that require new state appropriations will be included in the annual budget request of the institution and the State Board of Education.

      (3) CAAP may, at its discretion, request a full proposal for any request requiring a notice of intent. A request for a new graduate program requires a full proposal. Full proposals should be forwarded to CAAP members at least two (2) weeks prior to the CAAP meeting.

      (4) As a part of the full proposal process, all doctoral program request(s) will require an external peer review. The external peer-review panel will consist of at least two (2) members and will be selected by the Board's Chief Academic Officer and the requesting institution's Chief Academic Officer. The review will consist of a paper and on-site review followed by the issuance of a report and recommendations by the peer-review panel. Considerable weight on the approval process will be placed upon the peer reviewer's report and recommendations.

   b. Office of the State Board of Education Approval Procedures

      (1) All requests requiring approval by the Executive Director will be submitted by the institution as a notice of intent in a manner prescribed by the Chief Academic Officer of the Board. At his discretion, the Chief Academic Officer shall forward the request to the CAAP for review and recommendation. Professional-technical requests will be forwarded to the Division of Professional-Technical Education for review and recommendation prior to CAAP review and action.

      (2) If the CAAP recommends approval of the request(s), the notice of intent will be submitted to the Executive Director for consideration and action. The Executive Director shall act on any request within thirty (30) days of receipt of the CAAP recommendation.

      (3) If the Executive Director denies the request he or she shall provide specific reasons in writing. The institution has thirty (30) days in which to address the issue(s) for denial of the request. The Executive Director has ten (10) working days after the receipt of the institution's response to re-consider the denial. If the Executive Director decides to

deny the request after re-consideration, the institution may send its request and the documents related to the denial to the president of the Board for final reconsideration.

(4) Distance Learning Delivery and Residence Centers

All academic programs delivered to sites outside of the service area defined by the institution's role and mission statement shall be submitted to the Executive Director using a notice of intent.

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

TITLE 33
EDUCATION
CHAPTER 1
STATE BOARD OF EDUCATION

33-107. GENERAL POWERS AND DUTIES OF THE STATE BOARD. The state board shall have power to:

(7) 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;

TITLE 33
EDUCATION
CHAPTER 40
BOISE STATE UNIVERSITY

33-4001. BOISE STATE UNIVERSITY ESTABLISHED -- STANDARDS -- PROFESSIONAL-TECHNICAL PROGRAMS. The college now known as Boise state college and previously operated and conducted by Boise community college district in Ada County, Idaho, known as Boise college, shall be established in the city of Boise, Idaho, as an institution of higher education of the state of Idaho, for the purpose of giving instruction in college courses in sciences, arts and literature, professional, technical and other courses of higher education, such courses being those that are usually included in colleges and universities leading to the granting of appropriate collegiate degrees, said college to be known as Boise State University. The standards of the courses and departments maintained in said university shall be at least equal to, or on a parity with those maintained in other similar colleges and universities in Idaho and other states. All programs in the professional-technical departments, including terminal programs now established and maintained, may be continued and such additional professional-technical and terminal programs may be added as the needs of the students attending such university taking professional-technical and terminal programs shall warrant, and the appropriate certificate for completion thereof shall be granted. The courses offered and degrees granted at said university shall be determined by the board of trustees.

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SUBJECT

Federal Academic Competitiveness Grant Program – Idaho's proposal for a rigorous high school program of study.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code 33-110.1. AGENCY TO NEGOTIATE, AND ACCEPT, FEDERAL ASSISTANCE.

Idaho State Board of Education Governing Policies and Procedures Section III. Postsecondary Affairs. Q. Admission Standards.

BACKGROUND

The U.S. Department of Education (DOE) is implementing a new student grant program titled the Academic Competitiveness Grant Program (AC Grants). This federal program makes available $790 million in the 2006-2007 academic year and $4.5 billion over the next five years to provide aid to low–income college students who meet general Pell Grant program guidelines, as well as additional specified criteria. AC Grants will be awarded to first- and second-year college students who have successfully completed a rigorous secondary school program.

The U.S. Department of Education has identified four existing programs that they will accept as evidence of rigor in a secondary school program of study. These are detailed in Attachment 1. The DOE is also allowing the State Educational Agency (SEA) to request recognition for an alternative rigorous secondary school program of study for the 2006-07 and 2007-08 school years. State proposals must have been submitted by June 1, 2006.

DISCUSSION

Because the AC Grant program must be implemented quickly, neither Idaho schools nor students will have had the opportunity to make class selection choices in anticipation of these grants, and in many cases they will not qualify to participate in the AC Grant program through the four avenues that the U.S. Department of Education has already approved to meet the rigor standard. Secretary Margaret Spellings has provided a process for the SEA of each state to submit a state request for recognition. It is in the best interest of Idaho students for the Idaho State Board of Education (SBOE) to submit a request for recognition that will cover the 2006-07 and 2007-08 school years.

The Idaho SBOE, Admission Policy for Idaho's Public College and Universities (Regular Admission Policy) does assist students in preparing for college by providing the minimum admission guidelines for Idaho's public four-year institutions. The courses required by the Regular Admission Policy are more rigorous than current high school graduation requirements for Idaho. In addition, the course requirements in Idaho's Regular Admission Policy are similar to the "Set of course requirements similar to the State Scholars Initiative" approved by Secretary Spellings for the 2006-07 (See Attachment 1).

The U.S. Department of Education has provided this opportunity for states to propose alternate programs for consideration during the first two years of the program implementation. After this initial two-year academic time frame, it is anticipated that a set of courses specified for the State Scholars Initiative (Attachment 2) will be the federal standard used to define a rigorous program of study that prepares high school students for success in college.

IMPACT

This new U.S. Department of Education program is set to provide funding to eligible students beginning with the FY07 academic year. In order to provide funding to students for the FY07 academic year, the DOE expedited program implementation. Notification was sent out in May requiring a June 1, 2006 deadline for states to propose an alternate program for consideration. In order for Idaho students to benefit from an alternate proposal for Idaho, a proposal was developed, and presented to the Council on Academic Affairs and Programs (CAAP) for the June 1, 2006 meeting. Once approved by CAAP the proposal was submitted electronically to the DOE. If the SBOE would like to alter the proposal for the FY08 academic year, this can be done by submitting a different proposal by November 1, 2006.

Based on 2003 data, 46.% of undergraduates in Idaho are Pell recipients. First and second year Pell students who meet the eligibility requirements may benefit from this additional federal grant. A qualifying first-year student will receive $750 and second-year students will receive $1300. Many of these college bound students might qualify under Idaho's alternative proposal that might not otherwise qualify.

ATTACHMENTS

Attachment 1 – Proposal for Idaho Alternative Rigorous Secondary School Program of Study for the Academic Competitiveness Grant program. Page 9
Attachment 2 – Dear Colleague Letter Dated May, 2, 2006 (GEN-06-02) Page 15
Attachment 3 – State Scholars Initiative Core Course of Study Page 19

STAFF COMMENTS AND RECOMMENDATIONS

Board Staff recommends that the Idaho SBOE support the Idaho Admission Policy for consideration of a rigorous program of study for the first two years of implementation of the Federal Academic Competitiveness Grant program.

Staff also recommends that the Idaho SBOE consider developing an Advanced or Honors diploma program for the state of Idaho that could become effective for the year 2008-09. The SBOE will also need to consider how high school redesign recommendations fit into this program.

BOARD ACTION

A motion for the Board to ratify the proposal submitted to the U.S. Department of Education for an alternative rigorous secondary school program of study to meet the requirement for the Academic Competitiveness Grant program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

TITLE 33
EDUCATION
CHAPTER 1
STATE BOARD OF EDUCATION

33-110. AGENCY TO NEGOTIATE, AND ACCEPT, FEDERAL ASSISTANCE. The state board is designated as the state educational agency which is authorized to negotiate, and contract with, the federal government, and to accept financial or other assistance from the federal government or any agency thereof, under such terms and conditions as may be prescribed by congressional enactment designed to further the cause of education.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
Q. Admission Standards October 2002

Q. Admission Standards

1. Coverage.

   Boise State University, College of Southern Idaho, Eastern Idaho Technical College, Idaho State University, Lewis-Clark State College, North Idaho College and The University of Idaho are included in this subsection. The College of Southern Idaho and North Idaho College are exempted from certain provisions of this admission policy as determined by their local boards of trustees.

2. Purposes.

   The purposes of the admission policies are to:

   a. promote institutional policies which meet or exceed minimum statewide standards for admission to higher education institutions;

   b. inform students of the academic and applied technology degree expectations of postsecondary-level work;

   c. improve the quality of academic and applied technology degree preparation for postsecondary programs;

   d. enhance student access to academic and applied technology degree programs; and

   e. admit to postsecondary education institutions those students for whom there is a reasonable likelihood of success.

3. Policies.

The college and universities must, with prior Board approval, establish institutional policies which meet or exceed the following minimum admission standards. Additional and more rigorous requirements also may be established by the college and universities for admission to specific programs, departments, schools, or colleges within the institutions. Consistent with institutional policies, admission decisions may be appealed by applicants to the institutional admissions committee.

4. Academic College and University Regular Admission.

A degree-seeking student with fewer than fourteen (14) credits of postsecondary work must complete each of the minimum requirements listed below. (International students and those seeking postsecondary professional-technical studies are exempt.)

a. Submit scores received on the ACT (American College Test) or SAT (Scholastic Aptitude Test) and/or other standardized diagnostic tests as determined by the institution. These scores will be required of applicants graduating from high school in 1989 or later. Exceptions include applicants who have reached the age of 21. These applicants are subject to each institution's testing requirements.

b. Graduate from an accredited high school and complete the courses below with a 2.00 grade point average. Applicants who graduate from high school in 1989 or later will be subject to the admission standards at the time of their graduation.

Subject Area	Minimum Requirement	Select From These Subject Areas
English	8 credits	Composition, Literature
Math	6 credits	A minimum of six (6) credits, including Applied Math I or Algebra I; Geometry or Applied Math II or III; and Algebra II. A total of 8 credits are strongly recommended. Courses not identified by traditional titles, i.e., Algebra I or Geometry, may be used as long as they contain all of the critical components (higher math functions) prescribed by the State Mathematics Achievement Standards. Other courses may include Probability, Discrete Math, Analytic Geometry, Calculus, Statistics, and Trigonometry. Four (4) of the required mathematics credits must be taken in the 10th, 11th, and 12th grade.
Social	5 credits	American Government (state and local), Geography, U.S.

Science		History, and World History.Other courses may be selected from Economics (Consumer Economics if it includes components as recommended by the State Department of Education), Psychology, and Sociology.
Natural Science	6 credits	Anatomy, Biology, Chemistry, Earth Science, and Geology. Physiology, Physics, Physical Science, Zoology. A maximum of two (2) credits may be derived from vocational science courses jointly approved by the State Department of Education and the State Division of Professional-Technical Education, and/or Applied Biology, and/or Applied Chemistry. (maximum of two (2) credits).Must have laboratory science experience in at least two (2) credits.A laboratory science course is defined as one in which at least one (1) class period per week is devoted to providing students with the opportunity to manipulate equipment, materials, or specimens; to develop skills in observation and analysis; and to discover, demonstrate, illustrate, or test scientific principles or concepts.
Humanities Foreign Language	2 credits	Literature, History, Philosophy, Fine Arts (if the course includes components recommended by the State Department of Education, i.e., theory, history appreciation and evaluation), and inter-disciplinary humanities (related study of two or more of the traditional humanities disciplines). History courses beyond those required for state high school graduation may be counted toward this category.
Other College Prepration	3 credits	Speech or Debate (no more than one (1) credit). Debate must be taught by a certified teacher. Studio/Performing Arts (art, dance, drama, and music). Foreign Language (beyond any foreign language credit applied in the Humanities/Foreign Language category). State Division of Professional-Technical Education-approved classes (no more than two (2) credits) in Agricultural science and technology, business and office education, health occupations education, family and consumer sciences

		education, occupational family and consumer sciences education, technology education, marketing education, trade, industrial, and technical education, and individualized occupational training

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ATTACHMENT 1

June 1, 2006

The Honorable Margaret Spellings
Secretary
U.S. Department of Education
400 Maryland Avenue SW
Washington, DC 20202

Dear Secretary Spellings:

The Idaho State Board of Education, the State Education Agency for the State of Idaho, supports the implementation of the new Academic Competitiveness Grants (AC Grants). Idaho has been working to improve all facets of educational offerings for Idaho students and to improve access to postsecondary education for Idahoans. Idaho is currently engaged in making changes to our high school graduation requirements, and will move forward in presenting rule changes during the 2007 legislative session that will ensure that all high school students prepare for the option of college through increased graduation requirements.

Currently, Idaho's Regular Admission Standards for public colleges and universities requires a rigorous program of study that guides students as they plan their high school programs with the intent of matriculating to college. Idaho is submitting the courses outlined in the Regular Admission Core for consideration as Idaho's alternative rigorous secondary school program of study to meet the requirements of the AC Grants. These standards exceed the current minimum graduation requirements. The full proposal is enclosed.

As of 2003, over 46% of students attending Idaho colleges and universities were eligible for Pell Grant funding. While we recognize that this new program places limits on eligible students, we expect that many Pell eligible Idaho students may benefit from the additional funding provided by the AC Grants program. We urge you to give full consideration to Idaho's proposal.

We believe we have developed a proposal that meets the definition of rigor, and will allow those Idaho secondary students who have followed this program the opportunity to benefit from the AC Grant program. We are anxious to hear from you regarding the inclusion of Idaho's program. If you have any questions or would like to discuss this proposal during the review process prior to approval, please feel free to contact us.

Sincerely,

Dwight A. Johnson, Executive Director
Idaho State Board of Education

Enc: State of Idaho Proposal

ATTACHMENT 1

State of Idaho
Proposal for Recognizing an Alternate Rigorous Secondary School Program for Academic Competitiveness Grants

The Idaho State Board of Education requests the Idaho College Admission Core be recognized by the US Department of Education as fulfilling the academic eligibility requirement for Academic Competitiveness Grants.

The Idaho College Admission Core, which consists of a set of courses very similar to the State Scholars Initiative, is the most rigorous curriculum offered Statewide, and is more rigorous than the current high school graduation requirements. The purpose of the Idaho College Admission Core is to make sure that high school students are engaged in course work that will best prepare them for college study.

The Idaho College Admission Core - Idaho's Advanced Curriculum

High school students must complete the following courses, with at least a C average, to fulfill the Idaho College Admission Core and to be considered for regular admission to Idaho's four-year public universities and colleges:

English: 4 years
Mathematics: 3 years
Science: 3 years
Social Studies: 2.5 years
Humanities/Foreign Language: 1 year
Other College Preparation: 1.5 years

In the critical areas of English, mathematics and science, the Idaho College Admission Core aligns exactly with the State Scholar Initiative. For social studies and foreign language, Idaho's requirements are different; in addition to the 2.5 years of "Social Studies" and 1 year of "Humanities/Foreign Language," additional credits of both social studies and foreign language can be counted in the flex category of "Other College Preparation." Adjustments to the College Admission Core can be considered to make it more closely align with the Academic Competitiveness Grants, but such adjustments would take several years to fully implement.

Studies have demonstrated that completion of the Idaho College Admission Core and other similarly rigorous programs are the single-most effective approach to increasing a students' success in college.

Idaho's Best Alternative for Academic Competitiveness Grants

The State of Idaho believes that completion of the Idaho College Admission Core – with its strong emphasis on English, math and science – meets the definition of a rigorous curriculum. It is the most advanced option that is available at each of Idaho's high schools. Requiring different or added course work would adversely affect students graduating from smaller schools, which currently do not have the capacity to offer additional courses beyond the college admission core

or to even offer Advanced Placement (AP) opportunities. It is exactly these students – those representing rural communities – that desperately need the boost offered by Academic Competitiveness Grants. Idaho is willing to consider adjustments to the Idaho College Admission Core, but ramping up and implementing such changes will require several years.

In summary, the Idaho State Board of Education believes strongly that the Idaho College Admission Core represents a rigorous curriculum and should be accepted as fulfilling the academic requirement for the Academic Competitiveness Grant. The College Admission Core is by far the best option the State has for meeting the Academic Competitiveness requirements in 2006-07 and 2007-08. It is also the only curriculum that will provide meritorious and needy students throughout all Idaho high schools the opportunity to qualify for Academic Competitiveness Grants.

ATTACHMENT 1

Idaho State Board of Education Governing Policies
Section III Postsecondary Affairs

Q. Admission Standards

1. Coverage.

   Boise State University, College of Southern Idaho, Eastern Idaho Technical College, Idaho State University, Lewis-Clark State College, North Idaho College and The University of Idaho are included in this subsection. The College of Southern Idaho and North Idaho College are exempted from certain provisions of this admission policy as determined by their local boards of trustees.

2. Purposes.

   The purposes of the admission policies are to:

   a. promote institutional policies which meet or exceed minimum statewide standards for admission to higher education institutions;

   b. inform students of the academic and applied technology degree expectations of postsecondary-level work;

   c. improve the quality of academic and applied technology degree preparation for postsecondary programs;

   d. enhance student access to academic and applied technology degree programs; and

   e. admit to postsecondary education institutions those students for whom there is a reasonable likelihood of success.

3. Policies.

   The college and universities must, with prior Board approval, establish institutional policies which meet or exceed the following minimum admission standards. Additional and more rigorous requirements also may be established by the college and universities for admission to specific programs, departments, schools, or colleges within the institutions. Consistent with institutional policies, admission decisions may be appealed by applicants to the institutional admissions committee.

4. Academic College and University Regular Admission.

A degree-seeking student with fewer than fourteen (14) credits of postsecondary work must complete each of the minimum requirements listed below. (International students and those seeking postsecondary professional-technical studies are exempt.)

a. Submit scores received on the ACT (American College Test) or SAT (Scholastic Aptitude Test) and/or other standardized diagnostic tests as determined by the institution. These scores will be required of applicants graduating from high school in 1989 or later. Exceptions include applicants who have reached the age of 21. These applicants are subject to each institution's testing requirements.

b. Graduate from an accredited high school and complete the courses below with a 2.00 grade point average. Applicants who graduate from high school in 1989 or later will be subject to the admission standards at the time of their graduation.

Subject Area	Minimum Requirement	Select From These Subject Areas
English	8 credits	Composition, Literature
Math	6 credits	A minimum of six (6) credits, including Applied Math I or Algebra I; Geometry or Applied Math II or III; and Algebra II. A total of 8 credits are strongly recommended. Courses not identified by traditional titles, i.e., Algebra I or Geometry, may be used as long as they contain all of the critical components (higher math functions) prescribed by the State Mathematics Achievement Standards. Other courses may include Probability, Discrete Math, Analytic Geometry, Calculus, Statistics, and Trigonometry. Four (4) of the required mathematics credits must be taken in the 10th, 11th, and 12th grade.
Social Science	5 credits	American Government (state and local), Geography, U.S. History, and World History.Other courses may be selected from Economics (Consumer Economics if it includes components as recommended by the State Department of Education), Psychology, and Sociology.
Natural Science	6 credits	Anatomy, Biology, Chemistry, Earth Science, and Geology. Physiology, Physics, Physical Science, Zoology. A maximum of two (2) credits may be derived from vocational science

		courses jointly approved by the State Department of Education and the State Division of Professional-Technical Education, and/or Applied Biology, and/or Applied Chemistry. (maximum of two (2) credits).Must have laboratory science experience in at least two (2) credits.A laboratory science course is defined as one in which at least one (1) class period per week is devoted to providing students with the opportunity to manipulate equipment, materials, or specimens; to develop skills in observation and analysis; and to discover, demonstrate, illustrate, or test scientific principles or concepts.
Humanities Foreign Language	2 credits	Literature, History, Philosophy, Fine Arts (if the course includes components recommended by the State Department of Education, i.e., theory, history appreciation and evaluation), and inter-disciplinary humanities (related study of two or more of the traditional humanities disciplines). History courses beyond those required for state high school graduation may be counted toward this category.
Other College Prepration	3 credits	Speech or Debate (no more than one (1) credit). Debate must be taught by a certified teacher. Studio/Performing Arts (art, dance, drama, and music). Foreign Language (beyond any foreign language credit applied in the Humanities/Foreign Language category). State Division of Professional-Technical Education-approved classes (no more than two (2) credits) in Agricultural science and technology, business and office education, health occupations education, family and consumer sciences education, occupational family and consumer sciences education, technology education, marketing education, trade, industrial, and technical education, and individualized occupational training.

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Key Policy Letters Signed by the Education Secretary or Deputy Secretary

May 2, 2006

May 2, 2006

Dear Colleague:

The purpose of this letter is to describe how the U.S. Department of Education intends to implement a new student grant program. Please note that action described in this letter may be required by June 1 for college students from your State to receive a new type of federal student financial aid.

A growing national consensus is emerging on the need for high school reform, and the need to refocus on math and science education Leaders from the business, political, and educational communities are in agreement on the importance of improving our national performance Recent studies and test scores support this view

One common denominator has been the call for more academic rigor in the classroom—more demanding subjects, more years of study, and greater access to college preparatory courses President George W. Bush has said that " we need to encourage children to take more math and science, and to make sure those courses are rigorous enough to compete with other nations " At the 2005 National Education Summit on High Schools, the nation's governors agreed that "To ensure that all high school graduates are prepared for postsecondary education and work, governors and business and education leaders must develop a comprehensive plan for their states to . [r]estore value to the high school diploma " However, in a recent study, Achieve, Inc reported that only eight States in the nation "have enacted college- and work-ready graduation requirements "

Recent statistics display how much room for improvement we have in this arena:

- Eight developed nations have surpassed America's high school graduation rate among young adults;
- Nearly a third of all students—and about half of African American and Hispanic students—do not graduate from high school on time;
- Of the students who do graduate, less than half are ready for college-level math and science coursework;
- Almost 30% of incoming college freshmen require remediation in reading, writing, or math; and
- In 1970, the U S produced over 50% of the world's science and engineering doctorates; by 2010, our share is projected to be about 15%

The solution to this situation demands systemic action on the part of educational leaders and citizens to improve our high schools, provide opportunities for students that will better prepare them for college, and place a greater emphasis on math and science education Congress has responded to this need. On February 8, 2006, the President signed into law the Deficit Reduction Act of 2005 (Pub L 109-171) Included as a subtitle within the Act is the "Higher Education Reconciliation Act of 2005 (HERA) " HERA contains a new student grant program, the Academic Competitiveness Grant Program The program includes two types of grants for certain Pell Grant-eligible college students: the Academic Competitiveness Grant (AC grant) and the National Science and Mathematics Access to Retain Talent Grant (SMART grant)

This grant program makes available $790 million in the 2006-07 academic year and $4 5 billion over five years to provide aid to low-income college students who meet general Pell Grant program guidelines, as well as additional specified criteria. AC Grants will be awarded to first- and second-year college students who have successfully completed a rigorous secondary school program, while SMART grants will be awarded to third- and fourth-year college students who major in mathematics, science, technology, engineering, or critical foreign languages (See Attachment for additional program details)

As these funds are available beginning in July for students enrolling in college for the 2006-07 academic year, it is important that quick action be taken to set up the means for distributing these funds. This letter aims to get the process moving on this grant program and to explain how the Department will deliver these critical funds to eligible students in the near term. I also outline the steps the Department envisions taking over the next several years to use these grants to encourage and support States as they make high school a more rigorous, challenging, and relevant experience for all students. As part of this process, and because there is a need to implement these programs in time to make awards at the beginning of the 2006-2007 academic year, we are preparing to publish final regulations, with a waiver of notice-and-comment rulemaking and negotiated rulemaking, that will specify how we will implement this program for at least the next two academic years. For the years thereafter, we intend to promulgate regulations to establish the details of the program's implementation. This rulemaking will be conducted in a manner consistent with the requirements of the Higher Education Act of 1965, as amended (HEA), and the Administrative Procedure Act (APA).

I recognize that implementing these new programs this year will place significant burdens on colleges and universities. I believe that financial aid officers and other campus officials will make every effort to implement these new programs in accordance with all of their unique requirements, but am sensitive to the fact that this may be difficult given the complexity of the programs and time constraints.

Initial Eligibility

Not all college students receiving Pell Grants will be eligible for AC or SMART grants. Based on the additional statutory eligibility requirements, we estimate that less than forty percent of Pell Grant-eligible students will be eligible for an AC or SMART Grant.

Listed below are the general additional eligibility requirements for the AC and SMART grants, beyond the general Pell Grant requirements, that reduce the number of eligible students. These grants will be available to any Pell Grant-eligible student who:

- Is a full-time student;
- Is a citizen of the United States; and
- Is enrolled in a two- or four-year degree-granting institution of higher education.

In addition, for AC Grants, a student must:

- Have not been previously enrolled in a program of undergraduate education (if a first-year student);
- Have completed high school after January 1, 2006, if a first-year student; and
- Have completed high school after January 1, 2005, if a second-year student.

These criteria do not take into account the most obvious eligibility requirements for these grants—that is, taking a rigorous secondary school program of study for the AC Grants and majoring in math, science, or a critical foreign language for the SMART Grants. (See Attachment for full requirements.)

Academic Competitiveness Grants for 2006-07 and 2007-08

Under the AC Grant program, Congress has established that an individual student may receive up to $750 (for a first-year student) or $1,300 (for a second-year student) to pay for higher education, if the student has successfully completed ". . . a rigorous secondary school program of study . . ." Second-year recipients must also have attained at least a 3.0 GPA in their first year of undergraduate education. According to the statute, a rigorous secondary program of study is one that is "established by a State or local educational agency and recognized as such by the Secretary [of Education] . . ." The law also provides that "The Secretary shall recognize at least one rigorous secondary school program of study in each State. . ."

In recognizing these programs, I will respect the authority of each individual State to set graduation requirements, and I will follow the law's directive prohibiting the Department from mandating, directing or controlling State or local curricula, programs of instruction, academic achievement standards or assessments. I will conduct a thorough and transparent review and will be consulting with external stakeholders to aid me in this process.

Because the law requires the U.S. Department of Education to implement the AC Grant program for the 2006-07 academic year, time is of the essence to recognize rigorous secondary school programs of study. **For the 2006-07 academic year, each State has the option of submitting a rigorous secondary school program of study to the Secretary for recognition.** However, I am concerned about the timing of this process, because only about half of the States have created a statewide Honors or Advanced diploma program of study that they

might consider rigorous, and other options are needed for private and home-schooled students. Students and institutions of higher education need to be able to understand, in the short term, who will be eligible for the aid offered by this program Having this knowledge as early as possible is crucial to enabling students and financial aid officers to plan for the 2006-07 academic year

As a first step toward recognition of rigorous secondary school programs of study, it is my intention to recognize all existing Advanced or Honors diploma programs as rigorous secondary school programs of study A list of the Advanced or Honors programs that I will immediately recognize as rigorous appears in the Attachment However, after examining the high school graduation requirements in all fifty States, it is clear that many States do not currently have an Advanced or Honors diploma pathway

Options For Students

Advanced or Honors diploma programs are not available to all high school students and there will likely be States that do not opt to establish a new "rigorous program of study" by the June 1 deadline discussed below To make it possible for all students to be eligible for these grants, we must create other options for private school students, home-schooled students, students enrolled in Department of Defense Overseas Schools, and students from States that have not designated an Advanced or Honors diploma In order to cover all of these students, and enable them to understand quickly who is eligible for an AC Grant, I intend to recognize the additional following three options as evidence of rigor in a secondary school program of study (These options are described in detail in the Attachment)

- *The State Scholars Initiative requirements* A student may complete the courses required under the State Scholars Initiative This program, supported by Congress, establishes a required set of courses that is patterned after the recommendations of the National Commission on Excellence in Education Fourteen States currently participate in this program, which includes four years of English, three years of math, three years of lab science, three-and-one-half years of social studies, and two years of a language other than English Eight additional States will begin participation in the State Scholars Initiative program this year
- *A set of courses similar to those required under the State Scholars Initiative* A student may demonstrate that he or she has completed a set of courses that are similar to the courses required under the State Scholars program
- *Advanced Placement (AP) or International Baccalaureate (IB) courses and test scores* A student may demonstrate that he or she has taken two AP or IB courses and received passing scores on the AP or IB tests This recognition is consistent with the Administration's belief that AP and IB courses demand content mastery from a student, and the Administration's proposal to expand the AP/IB Incentive Program

This set of options will open up many opportunities for individual students to receive AC Grants In addition, a State can establish, or request recognition of, a new or different rigorous secondary school program of study and submit information on that program to the Department for recognition for this academic year **If a State wishes to establish an alternative rigorous secondary school program of study to meet the requirements of this new law, the State Educational Agency must submit its proposal to the Department by June 1, 2006, in order to ensure that we move forward quickly enough for grants to be disbursed in a timely fashion. If a State does not submit a proposal by this date, it will signify its affirmation of the four options for rigor listed above.** Additional details about how to submit this information are in the Attachment

I am recognizing the set of options identified above as rigorous secondary school programs of study for at least the next two academic years (2006-07 and 2007-08), as we work to implement this grant program quickly and smoothly If a State seeks recognition of a newly established or different secondary school program of study for the 2007-08 academic year, it should submit information on that program to the Department by November 1, 2006

Academic Competitiveness Grants in 2008-09 and Beyond

After this initial two-academic-year time frame, I would like to recognize a set of requirements for academic rigor that even more accurately reflects what is required for success in college Over time, we will recommend a more demanding set of requirements for what is recognized as a rigorous secondary school program of study This action—which would begin in the 2008-09 academic year—will enable States, schools, families, and students to ready themselves to achieve this higher goal

In future rulemaking, the Department envisions establishing criteria that it will consider when recognizing additional rigorous secondary school programs of study, as well as other program provisions The guidelines I set forth below are my suggestions, based on the latest research available to the Department, for working toward a

more accurate reflection of the preparation students need in order to succeed in college Additional information about these recommendations appears in the Attachment

First, for the 2008-09 academic year I plan to recommend that the State-defined Advanced or Honors diplomas, State Scholars Initiative requirements, and Advanced Placement or International Baccalaureate courses and test scores would remain as eligibility options

Second, I plan to recommend raising the standard by which the required set of courses option is recognized for the 2008-09 academic year At that time, I would recognize a required set of courses as specified for the State Scholars Initiative, with several slight revisions These revisions would increase the flexibility students would have in their course taking

SMART Grants: 2006-07 and 2007-08

Under the SMART Grant program, Congress established that qualifying third- or fourth-year students may receive up to $4,000 per year to pay for higher education, if the student majors in mathematics, science, or a critical foreign language

The implementation of the SMART Grant program does not present as many implementation obstacles as the AC Grant program does, because institutions of higher education already have most of the information that is required to determine a student's eligibility The only additional information required is a list of the eligible majors in math, science, technology, engineering, and critical foreign languages The Department will publish a list of these majors on its Web site

Conclusion

To improve our nation's economic competitiveness, we must first improve our students' academic performance The data clearly point to a solution: higher expectations, more rigorous coursework, and a renewed focus on math and science With AC Grants and SMART Grants, we have two new tools to encourage students to take—and schools to offer—the right courses to prepare students to enter and thrive in college.

In recognizing the rigorous secondary school programs of study described in this letter, I believe we will allow deserving students to participate in this program, and that we will encourage students to prepare themselves academically for success in higher education and the highly competitive workforce States will also maintain the flexibility to submit a proposal for what they recognize as rigorous

In addition to helping us administer the AC and SMART Grant programs, we trust that States will communicate about this program to their residents, particularly the educators and parents upon whom students' academic success ultimately depends We look forward to working with you in the effective and expedient implementation of these grants Please feel free to contact us if you have any questions

Sincerely,

/s/

Margaret Spellings

Attachment PDF | Word

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ATTACHMENT 3

STATE SCHOLARS INITIATIVE

A scholar today ...
A success tomorrow!

★★★★ THE SCHOLARS CORE

WHY should a student put in the extra effort be a Scholar? Why should a school or business invest the extra time to make its local State Scholars program work?

Two questions. One answer: A good education has a real-world payoff – for students, for businesses, and for communities

For students, it's a matter of keeping your options open. A rigorous education opens more doors and offers more choices – and that's true whether you decide to go on to a two- or four-year college or to go straight to work (in addition, those who do go to college – right away or later – are more likely to earn a degree). What's more, the stronger your education, the better your standard of living. The annual income of someone with a bachelor's degree, for instance, is almost twice that of a high school grad – over the course of a lifetime, college grads earn almost $1 million more. But even students who don't go on to college do better, if they've taken academically rigorous courses. Recent research indicates that for high school seniors, an improvement in math performance equals a significant boost in annual earnings.

For the business community, and

SSI asks its Scholars to take a rigorous curriculum in high school. The State Scholars curriculum – which is patterned after the recommendations of the National Commission
on Excellence in Education – recommends four years of English, three of math (algebra 1 and 2, geometry), three of lab science (biology, chemistry, physics), three and a half of social studies (chosen from U.S. and world history, geography, economics, and government), and two of a language other than English.

There's a good reason for encouraging students to take a rigorous curriculum. Studies by the U.S. Department of Education and others show a strong link between the academic intensity of students' high school course of study and postsecondary degree completion. For example, students who'd taken four years of English scored an average of 46 points higher on the SAT verbal test than those who'd taken only three; on the ACT, a rigorous curriculum gave students a boost of 2.4 points, on average. And 40 percent of students who take algebra 2 earn a bachelor's degree, compared with 23 percent of those who stop with geometry. In fact, academic intensity is a better predictor than students' high school class rank when it comes to success in college, no matter where they start college or how many institutions they attend.

SSI CORE CURRICULUM

COURSES	YEARS
ENGLISH English I, English II, English III. English IV	4
MATHEMATICS Algebra I, Geometry. Algebra II	3
SCIENCE Biology, Chemistry, Physics	3
SOCIAL STUDIES Chosen from U.S. History/1.0. World History/1.0, World Geography/1.0,	3.5

the community at large, the value of the State Scholars Initiative is clear. SSI helps young people attain one of the most important skills they'll use in work and life: the ability to tackle challenging work and learn what they need to know to do it. It creates stronger students, who are ready to master new information; more flexible employees, who are equipped to adapt to the evolving economy; and engaged citizens, who are more likely to be thoughtful and informed

SSI gives students an edge – one that's of real value to them, as well as to the schools they attend, the companies they work for, and the communities they live in.

Economics/0 5, Government/0 5

LANGUAGES **2**

2 years of a language other than English

★★★★

"Students who complete the Scholars course of study are better prepared with the skills, knowledge, and discipline necessary to compete in a global marketplace." James Threadgill, Vice Chairman, BancorpSouth Bank, Tupelo, MS

★★★★

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SUBJECT

Approval of Temporary Amendment to the Rules Governing High School Graduation Standards

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-105, 33-1612, 33-1616, Idaho Code.

BACKGROUND

The State Board of Education appointed an accelerated learning taskforce in 2005 to review current graduation rules and propose changes to graduation rules. The Board reviewed proposed changes and approved a pending rule in November of 2005. The rule was not rejected by either the House Education Committee or the Senate Education committee during the legislative session and, as a result, is effective on April 11, 2006. The Joint Finance Appropriation Committee (JFAC) did not allocate the necessary funds to implement the high school graduation rules.

DISCUSSION

The Board approved rules that were designed to increase rigor in Idaho secondary schools in order to ensure that all Idaho students are prepared for post-secondary education programs or employment. The Accelerated Learning Taskforce reviewed research and obtained information from stakeholder groups in an effort to ensure that the new rules were appropriate for Idaho students and that they reflected appropriate expectations for high school students. The Board approved the rules in November of 2005 with a proposed implementation plan beginning in the fall of 2006 and continuing through 2013. This plan incorporated the recommendations of many stakeholder groups in Idaho and included a proposed funding plan for the consideration of JFAC. The Board made a commitment to Idaho educators that if JFAC chose not to provide appropriate funding to ensure that Idaho's students are well-prepared for the future, the Board would suspend the rule until appropriate funding was allocated.

Reverting the rule back to the original text will eliminate the increased graduation requirements for students beginning with the graduating class of 2013. It will also eliminate the requirement for school districts to provide advanced opportunities, the requirement that students take a college entrance examination in eleventh grade and the requirement that all Idaho students complete a senior project. Reverting the rule back to the original text will also eliminate non-substantial changes in wording that were made to reflect the current terms used to describe programs such as professional technical education.

IMPACT

If the Board does not adopt the temporary rule, the high school graduation requirements will remain in effect and school district boards will be required to adopt minimum graduation requirements that reflect the current rule without additional funding.

If the Board adopts the temporary rule, Board staff will work with the Board to pursue a solution to this issue and will bring a new proposed rule to the Board at the August Board meeting.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the Board reverse the current rule, continue to gather stakeholder input, refine the implementation plan and propose a rule at the August Board meeting.

BOARD ACTION

A motion to approve the reversal of the temporary rule, effective June 16, 2006, to the rules governing High School Redesign.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

104. OTHER REQUIRED INSTRUCTION.
Other required instruction for all students and other required offerings of the school are: (4-1-97)

01. Elementary Schools. (4-11-06)

a. The following section outlines other information required for all elementary students, as well as other required offerings of the school:

Fine Arts (art and music)
Health (wellness)
Physical Education (fitness) (4-11-06)

b. Additional instructional options as determined by the local school district. For example:
Languages other than English
Career Awareness (4-1-97)

02. Middle Schools/Junior High Schools. (4-11-06)

a. No later than the end of Grade eight (8) each students shall develop parent-approved student learning plans for their high school and post-high school options. The learning plan shall be developed by students with the assistance of parents or guardians, and with advice and recommendation from school personnel. It shall be reviewed annually and may be revised at any time. The purpose of a parent-approved student learning plan is to outline a course of study and learning activities for students to become contributing members of society. A student learning plan describes, at a minimum, the list of courses and learning activities in which the student will engage while working toward meeting the school district's or LEA's graduation standards. The school district or LEA will have met its obligation for parental involvement if it makes a good faith effort to notify the parent or guardian of the responsibility for the development and approval of the learning plan. A learning plan will not be required if the parent or guardian requests, in writing, that no learning plan be developed. (4-11-06)

~~***b.*** *(Effective for all students that enter the sixth grade in the fall of 2006 or later.) A student must have taken pre-algebra before the student will be permitted to enter grade nine (9).* *(4-11-06)*~~

~~***c***~~**b.** Other required instruction for all middle school students:
Health (wellness)
Physical Education (fitness) (4-11-06)

~~***d***~~**c.** Other required offerings of the school:
Family and Consumer Science
Fine & Performing Arts
Professional Technical Education

Advisory Period (middle school only, encouraged in junior high school)
4-11-06)

03. High Schools (Grades 9-12) ~~***(Effective for all students that graduate prior to January 1, 2012)***~~. Students will maintain a parent-approved student learning plan for their high school and post-high school options. The learning plan will be developed by students and parents or guardians with advice and recommendation from school personnel. It will be reviewed annually and may be revised at any time. The purpose of a parent-approved student learning plan is to outline a course of study and learning activities for students to become contributing members of society. The learning plan outlines a student's program of study, which should include a rigorous academic core and a related sequence of electives in academic, professional-technical education (PTE), or humanities aligned with the student's post graduation goals. The school district will have met its obligation for parental involvement if it makes a good faith effort to notify the parent or guardian of the responsibility for the development and approval of the learning plan. A learning plan will not be required if the parent or guardian requests, in writing, that no learning plan be developed. ~~*(4-11-06)*~~(____)

a. Other required instructional offerings of the high school. Each student must complete credit and achievement standards in at least two (2) of the following areas of instructional offerings:

Physical Education (fitness)
Humanities
Professional Technical Education (including work-based learning)
Family and Consumer Science
Fine and Performing Arts
Languages other than English (may include indigenous languages or sign language) (4-11-06)

105. GRADUATION FROM HIGH SCHOOL.
A student must meet all of the following requirements before the student will be eligible to graduate from an Idaho high school: (4-11-06)

01. Credit Requirements. ~~*(4-11-06)*~~

~~***a.*** *(Effective for all students that graduate prior to January 1, 2012.)*~~ Each student~~s~~ shall demonstrate achievement in ~~the CORE and other~~ required subjects to include forty-two (42) semester credits, one (1) semester equaling one-half (1/2) year.
~~*(4-11-06)*~~(6-15-06)T

~~***b.*** *(Effective for all students that enter the ninth grade in the fall of 2008 or later.) Each student shall complete the requirements found in Section 107 and other subjects to include forty-six (46) semester credits.* *(4-11-06)*~~

02. Achievement Standards. Each student shall meet locally established subject area achievement standards (using state standards as minimum requirements) demonstrated through various measures of accountability including examinations or other measures. (4-11-06)

03. Proficiency (Effective January 1, 2006). Each student shall achieve a proficient or advanced score on the High School Idaho Standards Achievement Test (ISAT) in order to graduate. A student who does not attain at least a proficient score prior to graduation may appeal to the school district or LEA, and, at the discretion of the school district or LEA, may be given an opportunity to demonstrate proficiency of the achievement standards through some other locally established mechanism. All locally established mechanisms used to demonstrate proficiency shall be forwarded to the State Board of Education for review and information. (4-11-06)

a. Before appealing to the school district or LEA for an alternate measure, the student must be: (4-11-06)

i. Enrolled in a special education program and have an Individual Education Plan (IEP), or (3-20-04)

ii. Enrolled in an Limited English Proficient (LEP) program for three (3) academic years or less, or (3-20-04)

iii. Enrolled in the fall semester of the senior year. (3-20-04)

b. The measure must be aligned at a minimum to tenth grade state content standards; (3-20-04)

c. The measure must be aligned to the state content standards for the subject matter in question; (3-20-04)

d. The measure must be valid and reliable; and (3-20-04)

e. Ninety percent (90%) of the criteria of the measure, or combination of measures, must be based on academic proficiency and performance. (3-20-04)

04. Foreign Exchange Students. Foreign exchange students may be eligible for graduation by completing a comparable program as approved by the school district or LEA. (4-11-06)

05. Special Education Students. A student who is eligible for special education services under the Individuals With Disabilities Education Improvement Act must, with the assistance of the student's Individualized Education Program (IEP) team, refer to the current Idaho Special Education Manual for guidance in addressing graduation requirements. (4-11-06)

106. ~~*ADVANCED OPPORTUNITIES (EFFECTIVE JULY 1, 2007).*~~ (RESERVED).
~~*All high schools in Idaho shall be required to provide Advanced Opportunities, as defined in Subsection 007.01, or provide opportunities for students to take courses at the postsecondary campus. (4-11-06)*~~

107. HIGH SCHOOL GRADUATION REQUIREMENTS.

01. Requirements. ~~*(Effective for all students that graduate prior to January 1, 2012.)*~~ The State minimum graduation requirement for all Idaho public high schools is forty-two (42) semester credits and a proficient or advanced score on the ISAT (effective January 1, 2006). The core of instruction required by the State Board of Education is twenty-five (25) semester credits. Local school districts may establish graduation requirements beyond the state minimum. The local school district has the responsibility to provide education opportunities that meet the needs of students in both academic and professional-technical areas. It is the intent of the State Board of Education to give local school districts the flexibility to provide rigorous and challenging curriculum that is consistent with the needs of students and the desire of their local patrons. ~~*(4-11-06)*~~(6-15-06)T

~~***02. Requirements**. (Effective for all students that enter the ninth grade in the fall of 2008 or later.) The State minimum graduation requirement for all Idaho public high schools requires that a student take a minimum of forty-six (46) semester credits and achieve a proficient or advanced score on the ISAT. Thirty-one (31) semester credits are required as listed in Subsections 107.01 through 107.07, plus a minimum of fifteen (15) elective credits. All credit-bearing classes must be aligned with state high school standards in the content areas for which standards exist. Local school districts or LEAs may establish graduation requirements beyond the state minimum. The local school district or LEA has the responsibility to provide educational opportunities that meet the needs of students in both academic and professional-technical areas. It is the intent of the State Board of Education to give local school districts the flexibility to provide rigorous and challenging curriculum that is consistent with the needs of students and the desire of their local patrons. (4-11-06)*~~

0~~*3*~~2. Secondary Language Arts and Communication. (Nine (9) credits required with instruction in communications including oral communication and technological applications). Includes four (4) years of instruction in English, each year will consist of language study, composition, and literature. A course in speech or a course in debate will fulfill one (1) credit of the nine (9) credit requirement. (7-1-00)

0~~*4*~~3. Mathematics and Science. ~~*(4-11-06)*~~(6-15-06)T

~~***a.** Mathematics and Science. (Effective for all students that graduate prior to January 1, 2012.)*~~ Eight (8) credits required, a minimum of four (4) credits in math and four (4) credits in science, two (2) of which will be laboratory based. Secondary mathematics includes Applied Mathematics, Business Mathematics, Algebra, Geometry, Trigonometry, Fundamentals of Calculus, Probability and Statistics, Discrete

Mathematics, and courses in mathematical problem solving and reasoning. Secondary sciences will include instruction in applied sciences, earth and space sciences, physical sciences, and life sciences. ~~*(4-11-06)*~~(6-15-06)T

~~***b.*** *Mathematics. (Effective for all students that enter the ninth grade in the fall of 2008 or later but prior to the fall of 2009.) Six (6) credits required beginning with a minimum of algebra I. Secondary mathematics must include two (2) semesters of algebra I; two (2) semesters of geometry; two (2) semesters of algebra II or advanced math beyond Geometry according to standards and courses approved by the State Department of Education (unless an algebra II or advanced math beyond Geometry waiver is granted allowing the student to substitute another course for the two (2) credits of algebra II or advanced math beyond Geometry. If a student completes any of these courses with a grade of C or higher before entering grade nine (9), and if that course meets the same standards that are required in high school, then the student has met the high school content area requirement. However the student must take six (6) credits of high school math in addition to the courses completed in middle school. In order to apply for an algebra II or advanced math beyond Geometry waiver, a parent or guardian must apply on behalf of the child no earlier than fourth quarter of the tenth grade. The parent or guardian must meet with designated school personnel and complete the requirements of the local district or LEA for petitioning the governing school board to grant the waiver. Local school districts or LEAs must establish waiver criteria for algebra II or advanced math beyond Geometry. The criteria must include a meeting with school personnel, parents, and student. In order to meet state graduation requirements, students who are granted algebra II or advanced math beyond Geometry waivers must complete six (6) credits of math, including two (2) credits of algebra I and two (2) credits of geometry.*~~ ~~*(4-11-06)*~~

~~***c.*** *Mathematics. (Effective for all students that enter the ninth grade in the fall of 2009 or later.) Eight (8) credits required beginning with a minimum of algebra I. Secondary mathematics must includes two (2) semesters of algebra I; two (2) semesters of geometry; two (2) semesters of algebra II or advanced math beyond Geometry according to standards and courses approved by the State Department of Education (unless an algebra II or advanced math beyond Geometry waiver is granted allowing the student to substitute another course for the two (2) credits of algebra II or advanced math beyond Geometry); and two (2) other math credits. If a student completes any of these courses with a grade of C or higher before entering grade nine (9), the student has met the high school content area requirement. However the student must take eight (8) credits of high school math in addition to the courses completed in middle school. In order to apply for an algebra II or advanced math beyond Geometry waiver, a parent or guardian must apply on behalf of the child no earlier than fourth quarter of the tenth grade. The parent or guardian must meet with designated school personnel and complete the requirements of the local district or LEA for petitioning the governing school board to grant the waiver. Local school districts or LEAs must establish waiver criteria for algebra II or advanced math beyond Geometry. The criteria must include a meeting with school personnel, parents, and student. In order to meet state graduation requirements, students who are granted algebra II or advanced math*

~~*beyond Geometry waivers must complete eight (8) credits of math, including two (2) credits of algebra I and two (2) credits of geometry.* (4-11-06)~~

~~***05. Science**. (Effective for all students that enter the ninth grade in the fall of 2008 or later.) (Six (6) credits required). Secondary sciences shall include instruction in the following areas: biology, physical science or chemistry, and earth, space, environment or approved applied science. Four (4) credits of these courses must be laboratory based. If a student completes any required high school course with a grade of C or higher before entering grade nine (9), and if that course meets the same standards that are required in high school, then the student has met the high school content area requirement. However, the student must complete six (6) credits of high school science in addition to the courses completed in middle school.* (4-11-06)~~

0~~6~~4. Social Studies. (Five (5) credits required), including government (two (2) credits), United States history (two (2) credits), and economics (one (1) credit). Current world affairs and geography will be integrated into all social studies instruction. Courses such as geography, sociology, world affairs, and world history may be offered as electives, not to be counted as a social studies requirement. (4-11-06)

0~~7~~5. Humanities. (Two (2) credits required). A course in interdisciplinary humanities, visual and performing arts, or world language. Other courses such as literature, history, philosophy, architecture, or comparative world religions may satisfy the humanities standards if the course syllabus is approved by the State Department of Education as being aligned with the Humanities Standards. (4-11-06)

0~~8~~6. Health/Wellness. (One (1) credit required). A course focusing on positive health habits. (7-1-00)

~~***09. College Entrance Examination**. (Effective for all students that enter the ninth grade in the fall of 2008 or later.) A student must take one (1) of the following college entrance examinations before the end of the student's eleventh grade year: COMPASS, ACT or SAT. Scores must be included in the Learning Plan.* (4-11-06)~~

~~***10. Senior Project**. (Effective for all students that enter the ninth grade in the fall of 2008 or later.) A student shall complete a senior project that shall include a research paper and oral presentation by the end of grade twelve (12).* (4-11-06)~~

~~11~~07. Assessment. A student must achieve a proficient or advanced score on the ISAT. A student is not required to achieve a proficient or advanced score on the ISAT if: (4-11-06)

a. A student received a proficient or advanced scored on an exit exam from another state that requires a standards-based exam for graduation. The state's exit exam shall be approved by the State Board of Education, and must measure skills at the tenth grade level or above and be in comparable subject areas to the ISAT; (4-11-06)

b. A student appeals for another measure approved by a school district or LEA as outlined in Subsection 105.03; or (4-11-06)

c. A student has an IEP that outlines alternate requirements for graduation. (4-11-06)

d. The requirement will be phased in providing the following exemptions for the calendar year of 2006 and 2007. (4-11-06)

i. Calendar year of 2006. A student is not required to achieve a proficient or advanced score on the ISAT if: (4-11-06)

(1) A student took the ISAT and was within six (6) Rasch Units (RIT points) of proficiency; (4-11-06)

(2) A student has a score of seventeen (17) on the ACT or two hundred (200) on the SAT in English and a score of nineteen (19) on the ACT or four hundred sixty (460) on the SAT in Math; (4-11-06)

(3) A student has an IEP that outlines alternate requirements for graduation; (4-11-06)

(4) A student is considered an LEP student through a score determined on the state language proficiency test and has been in an LEP program for three (3) academic years or less; (4-11-06)

(5) A student received a proficient or advanced score on an exit exam from another state that requires a standards-based exam for graduation. The state exit exams must be approved by the State Board of Education, measure skills at the tenth grade level or above and be in comparable subject areas to the ISAT; or (4-11-06)

(6) A student appeals for another measure approved by the school district or LEA as outlined in Subsection 105.03. (4-11-06)

ii. Calendar year of 2007 and subsequent classes. A student is not required to achieve a proficient or advanced score on the ISAT if: (4-11-06)

(1) A student took the ISAT and was within three (3) RIT points of proficiency; (4-11-06)

(2) A student has an IEP that outlines alternate requirements for graduation or adaptations are recommended on the test; (4-11-06)

(3) A student is considered an LEP student through a score determined on a language proficiency test and has been in an LEP program for three (3) academic years or less; (4-11-06)

(4) A student received a proficient or advanced score on an exit exam from another state that requires a standards-based exam for graduation. The state exit exams must be approved by the State Board of Education, measure skills at the tenth grade level or above and be in comparable subject areas to the ISAT; or (4-11-06)

(5) A student appeals for another measure approved by the school district or LEA as outlined in Subsection 105.03. (4-11-06)

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.

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.

TITLE 33
EDUCATION
CHAPTER 16
COURSES OF INSTRUCTION

33-1616. EVALUATIONS AND INTERVENTIONS. Reports shall be submitted by the school districts in such a manner that it is possible to determine for each school building in each school district the percentage of students who are achieving at or above the appropriate grade level on the reading assessment.

In order to maintain the commitment made by the legislature to reading excellence, the statewide goal for reading achievement for spring 2004 shall be not less than fifty-five percent (55%) at or above grade level for kindergarten and not less than sixty percent (60%) at or above grade level for first grade; the goal for spring 2005 shall be not less than fifty-five percent (55%) at or above grade level for kindergarten, not less than sixty-five percent (65%) at or above grade level for first grade, and not less than seventy percent (70%) at or above grade level for second grade; the goal for spring 2006 shall be not less than sixty percent (60%) at or above grade level for kindergarten, not less than seventy percent (70%) at or above grade level for first grade, not less than eighty percent (80%) at or above grade level for second grade and not less than eighty-five percent (85%) at or above grade level for third grade. Notwithstanding the statewide reading achievement goals provided herein, an individual school building will also be deemed to have met the achievement goal if the percentage reading at or above grade level is five percent (5%) or more greater than the percentage for the immediately preceding fall scores. For purposes of this section, the calculations shall be based on students who were enrolled ninety percent [(]90%[)] of the possible total days of attendance at that school between the fall and spring reading test within that same school year.

The state department of education shall extract data from the reporting forms, after the spring assessment period, and specifically identify those schools whose average reading scores for any grade level have not met the targeted level by the specified date. The department shall prepare a list of these schools and the grade or grades not attaining the achievement goal. This list shall be made available for the public, shall be published in the next issue of the state publication of the department and may be made available on the internet following the spring assessment. In addition, each school so identified shall be notified by the department that should the school experience a similar shortfall in the next ensuing year, a school intervention program may be initiated. The state department of education shall provide for an intervention program which will consist of at least, but not limited to, a site visit by designated personnel from schools that have achieved the state standard and may include others who are familiar with reading achievement. The intervention team shall make recommendations to the district on means for improvement in order to meet and exceed the state's reading goals.

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SUBJECT

Contractor for the Idaho Standards Achievement Tests (ISAT)

REFERENCE

December 2001	The Board authorized the Executive Director of the Office of the State Board (OSBE), working with the Division of Purchasing, to enter into negotiations with the Northwest Evaluation Association (NWEA) to develop the ISAT.

APPLICABLE STATUTE, RULE, OR POLICY

Administrative Code, IDAPA 08.02.03.111

BACKGROUND

In 2001, the Idaho State Board of Education (SBOE) adopted the Idaho Standards Achievement Tests (ISAT) as a statewide standards-based assessment for students in selected grades. On January 6, 2002, President George W. Bush signed the No Child Left Behind Act of 2001 (NCLB) into law. NCLB required the use of statewide tests for accountability purposes as of school year 2001-2002. The Northwest Evaluation Association was awarded a multi-year contract in January 2002 to develop the ISAT in response to NCLB requirements, Idaho Code Sections 33-116, 33-118, 33-1612 and Administrative rules, IDAPA 08.02.03.111.

DISCUSSION

On February 17, 2006, the Idaho Division of Purchasing released a Request for Proposals (RFP) for the Development and Administration of the Idaho Standards Achievement Tests on behalf of OSBE. The RFP was released in response to Division of Purchasing rules that require all expiring contracts to be competitively rebid.

The bidding process closed on April 10, 2006. The Division of Purchasing reviewed bids that were submitted to determine if they were responsive to the RFP criteria. The technical merits of the proposals were evaluated by the review committee on May 1. The committee recommended awarding the contract to Data Recognition Corporation (DRC) pending a review of the budget by OSBE staff. Staff reviewed the budget and determined sufficient funds were available, however, a supplemental budget will need to be requested to cover costs associated with having two contractors during the transition period. See attached budget for FY07 and FY08.

IMPACT

NWEA will be responsible for administering the fall ISAT under a contract extension to December 31, 2006. The DRC contract will begin on July 1, 2006. OSBE will need to submit a supplemental budget request to the Division of Financial Management and Legislative Services to cover the estimated $2 million

in costs associated with the overlap of the two contracts. The overlap is necessary to allow sufficient time for DRC to prepare the Spring ISAT test and to develop test items that will be owned by the state of Idaho.

ATTACHMENTS

Attachment 1 – FY07 and FY08 Budget Page 3-4

STAFF COMMENTS AND RECOMMENDATIONS

Staff also reviewed the technical merits of the DRC proposal and the budget. Staff supports the review committee's recommendation to award the contract to Data Recognition Corporation.

BOARD ACTION

A motion to authorize 1) the Executive Director of the Office of the State Board of Education, working with the Division of Purchasing, to enter into negotiations with, and award the contract to, Data Recognition Corporation to develop and administer the ISAT, 2) to extend the Northwest Evaluation Association's contract to December 31, 2006 and 3) authorize the Office of the State Board of Education to submit a supplemental request to the Division of Financial Management and Legislative Services.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

OFFICE OF THE STATE BOARD OF EDUCATION
Standards, Assessment and Accountability
Operating Budget FY 2007

		General	Federal	Total
1	Federal Fund Carryover FY 2006 to FY 2007		$ 1,169,300.00	$ 1,169,300.00
2	FY 2007 - General Fund Appropriation & Federal Fund Award	2,331,300	4,195,500	6,526,800
3	**Total Estimated Available Funds**	**$ 2,331,300**	**$ 5,364,800**	**$ 7,696,100**
4				
5	**PROGRAM COSTS**			
6				
7	**Personnel Costs**			
8	2.0 FTP Program Manager & Business Specialist	7,600	148,100	155,700
9	.25 Federal Programs Manager		19,100	19,100
10				
11	**Total Personnel Costs**	**$ 7,600**	**$ 167,200**	**$ 174,800**
12				
13	**Operating Expenditures**			
14	DRC Contract Year 1	2,371,400	3,609,600	5,981,000
15				
16	Limited English Proficiency Assessment		600,000	600,000
17				
18	ISAT-Related	250,500	988,000	1,238,500
19				
20	**Total Operating Expenditures**	**$ 2,621,900**	**$ 5,197,600**	**$ 7,819,500**
21				
22	**NWEA Cost for 6 month extention for contractor overlap**	**1,700,000**		**1,700,000**
23				
24	**TOTAL ESTIMATED EXPENDITURES (PC & OE)**	**$ 4,329,500**	**$ 5,364,800**	**$ 9,694,300**
25				
26	**Estimated Shortfall**	**$ (1,998,200)**		**$ (1,998,200)**

OFFICE OF THE STATE BOARD OF EDUCATION
Standards, Assessment and Accountability
Operating Budget FY 2008

		General	Federal	Total
1	Federal Fund Carryover FY 2006 to FY 2007			
2	FY 2007 - General Fund Appropriation & Federal Fund Award	$ 2,331,300.00	$ 4,195,500.00	$ 6,526,800.00
3	**Total Estimated Available Funds**	**$ 2,331,300**	**$ 4,195,500**	**$ 6,526,800**
4				
5	**PROGRAM COSTS**			
6				
7	**Personnel Costs**			
8	2.0 FTP Program Manager & Business Specialist	7,600	148,100	155,700
9	.25 Federal Programs Manager		19,100	19,100
10				
11	**Total Personnel Costs**	**$ 7,600**	**$ 167,200**	**$ 174,800**
12				
13	**Operating Expenditures**			
14	DRC Contract (1)	1,564,700	3,385,300	4,950,000
15				
16	Fall and Winter ISAT (option 18)	864,700		864,700
17				
18	Limited English Proficiency Assessment (Will be requested as Line Item in FY2008 budget)			
19				
20	ISAT-Related	50,500	643,000	693,500
21				
22	**Total Operating Expenditures**	**$ 2,479,900**	**$ 4,028,300**	**$ 6,508,200**
23				
25	**TOTAL ESTIMATED EXPENDITURES (PC & OE)**	**2,487,500**	**4,195,500**	**6,683,000**
26				
27	**Estimated Shortfall**	**$ (156,200)**		**$ (156,200)**

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

IDAHO ADMINISTRATIVE CODE — *IDAPA 08.02.03*
State Board of Education — *Rules Governing Thoroughness*

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 as outlined in the ELP. Students can be categorized as LEP students for two (2) years after testing proficient on the language proficiency test and exiting the LEP program. 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. (4-11-06)

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. (4-11-06)

m. *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)

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)

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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TAB	DESCRIPTION	ACTION
1	**BOISE STATE UNIVERSITY** New Position – VP Student Affairs	Motion to approve
2	**IDAHO STATE UNIVERSITY** Head Soccer Coach Employment Agreement	Motion to approve
3	**IDAHO STATE UNIVERSITY** Head Women's Basketball Coach Employment Agreement	Motion to approve
4	**IDAHO STATE UNIVERSITY** Head Men's Basketball Coach Employment Agreement	Motion to approve
5	**IDAHO STATE UNIVERSITY** Head Softball Coach Employment Agreement	Motion to approve
6	**UNIVERSITY OF IDAHO** New Positions – VP Finance & Administration & VP University Advancement	Motion to approve
7	**UNIVERSITY OF IDAHO** Head Men's Basketball Coach Employment Agreement	Motion to approve
8	**FY07 PRESIDENT & AGENCY HEAD SALARIES**	Motion to approve

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INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

Approval of the appointment for the Vice President of Student Affairs at a salary equal to or greater than 75% of the Chief Executive Officer's base salary.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections II. F. 2.b.1, and II.B.

DISCUSSION

Boise State University is hiring a new Vice President for Student Affairs, Dr. Michael Laliberte.

IMPACT

The Vice President's appointment is subject to Board approval. The initial appointment of this employee is requested at a salary that exceeds the median rate for such position as established by the College and University Professional Association for Human Resources (CUPA), or its equivalent.

STAFF COMMENTS AND RECOMMENDATIONS

The proposed salary is also in excess of 75% of the Chief Executive Officer's base salary for FY 2006.

BOARD ACTION

A motion to approve the appointment of Dr. Michael Laliberte to the position of Vice President for Student Affairs at an annual salary of $146,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

EMPLOYMENT OF ADMINISTRATOR—SALARY LEVEL NEEDS STATE BOARD OF EDUCATION APPROVAL

Dr. Michael Laliberte, Vice President for Student Affairs

FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	July 1, 2006
Salary Range	$146,000
Funding Source	Appropriated Funds
Area/Department of Assignment	Student Affairs
Duties and Responsibilities	Provide leadership and management of Student Affairs division.
Justification of Salary Level	Salary is comparable to other salary levels for similar positions in higher education institutions. This is a highly competitive market. CUPA median salary range is $129,552 to $132,180. CUPA peer average is $139,019.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES
Subsection: F. Policies Regarding Nonclassified Employees **April 2002**

F. Policies Regarding Nonclassified Employees

2. Compensation

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 positions established by the College and University Professional Association for Human Resources (CUPA), or its equivalent, without prior Board approval.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES
Subsection: 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

(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.)

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INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

A request by Idaho State University for approval of a multi-year employment agreement for head coaching personnel.

APPLICABLE STATUTE, RULE OR POLICY

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

DISCUSSION

Idaho State University is requesting approval for a fixed-term appointment of a three-year, twelve-month employment agreement for Allison Gibson, Head Women's Soccer Coach. The employment agreement contains the duties, responsibilities and conditions of the employment. A Model Contract Matrix that identifies departures from the model contract form and provides justification for these changes is included. The position is funded by state appropriated funds.

IMPACT

This contract will provide a stable coaching environment for the respective program as well as stability and consistency for the Athletic Department as a whole.

ATTACHMENTS

Attachment 1 –Contract-Redline	Page 3
Attachment 1a – Contract Clean	Page 21
Attachment 1b – Matrix	Page 33

STAFF AND COMMENTS AND RECOMMENDATIONS

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

BOARD ACTION

A motion to approve the request by Idaho State University for a multi-year employment agreement for the Head Women's Soccer Coach (1.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

INSTITUTION / AGENCYAGENDA
IDAHO STATE UNIVERSITY - continued

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Allison Gibson	Attachment 1
Position Title	Head Women's Soccer Coach
FTE	1.0
Term	36 months
Term of Contract	January 22, 2006 – January 9, 2009
Annual Salary	$45,000.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 1, Article 3.2.

REDLINE VERSION **ATTACHMENT 1**

~~(MODEL ATHLETICS CONTRACT)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~_____~~Idaho State University (University~~ (College)~~), and ~~_____~~Allison Gibson, Head Women's Soccer Coach (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the ~~University (College)~~University shall employ Coach as the head coach of its intercollegiate ~~ (Sport)~~ Women's Soccer 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 (College)~~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 (College)~~University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The ~~University (College)~~University shall have the right, at any time, to reassign Coach to duties at the ~~University (College)~~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~~ (Depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three ~~_____(___~~ 3) years, commencing on ~~_____~~January 22, 2006 and terminating, without further notice to Coach, on ~~_____~~January 1, 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 (College)~~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 (College)~~University's Board of ~~(Regents or Trustees)~~Trustees. 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)~~University.

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of ~~$_____~~ $45,000 per year, payable in biweekly installments in accordance with normal ~~University (College)~~University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)~~University's Board of ~~(Regents or Trustees)~~Trustees;

b) The opportunity to receive such employee benefits as the ~~University (College)~~University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)~~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.

d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Soccer Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.~~is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) , and if Coach continues to be employed as University (College)'s head ___(Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to ___(amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl~~

~~or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

_____3.2.2 Each year the Team wins the Big Sky Conference Women's Soccer Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

_____~~is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to ___(amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) 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 ___(amount or computation) based on~~for the academic and conduct achievements of~~achievement and behavior of~~ the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:

Team APR Score	Incentive Pay
940-944	$ 1,000
945-949	$ 1,500
950-954	$ 2,000
955-959	$ 2,500
960-964	$ 3,000
965-969	$ 3,500
970 or above	$ 4,000

Such incentives are contingent upon acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director
~~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; 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.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) 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 _(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.~~6~~4 **(SUMMER CAMP~~C~~____OPERATED BY ~~UNIVERSITY (COLLEGE)~~UNIVERSITY)** Coach agrees that the ~~University (College)~~University has the exclusive right to operate girls' youth ~~(Sport)~~Soccer ~~__~~ camps on its campus using ~~University (College)~~University facilities. The ~~University (College)~~University shall allow Coach the opportunity to earn supplemental compensation by ~~assisting with the~~directing or administrating ~~University (College)~~University's camps in Coach's capacity as a ~~University (College)~~University employee. Coach hereby agrees to ~~assist in~~direct the marketing, supervision, and general administration of the ~~University~~

~~(College)~~University's ~~football~~ Women's Soccer 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)~~University's summer ~~football~~ Women's Soccer camps, the ~~University (College)~~University shall pay Coach ~~_(amount)__~~ the net revenues resulting from each summer camp~~per year~~ as supplemental compensation during each year of ~~his~~her employment as head ~~(Sport)~~Women's Soccer~~–~~ coach at the ~~University (College)~~University. This amount shall be paid ~~__(terms of payment)_____~~within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Soccer program~~-~~.

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 hereto.

~~**(SUMMER CAMPCOPERATED BY COACH)** Coach may operate a summer youth _(Sport)__ camp at the University (College) under the following conditions:~~

~~a) The summer youth camp operation reflects positively on the University (College) 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 (College) personnel, equipment, or facilities without the prior written approval of the Director;~~

~~c) Assistant coaches at the University (College) 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 (College) 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 (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~

~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~

~~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 (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) 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 (College) 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 (College) shall be released from all obligations relating thereto.~~

3.2.5~~7~~ Coach agrees that the ~~University (College)~~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 (College)~~University. ~~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)~~University's reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name)~~ company's product's design or performance, shall

act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ such company, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ such company, or make other educationally-related appearances as may be reasonably requested by the ~~University (College)~~University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder ~~his~~her duties and obligations as head ~~(Sport)~~Women's Soccer ~~—~~ coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ such company ~~—~~, Coach shall submit all outside consulting agreements to the ~~University (College)~~University for review and approval prior to execution. Coach shall also report such outside income to the ~~University (College)~~University in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel, ~~and/or~~ equipment, and products, including ~~(Company Name)~~ such company, 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 (College)~~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)~~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 (College)~~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 (College)~~University, the ~~University (College)~~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)~~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 (College)~~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 (College)~~University's Handbook; (c) ~~University (College)~~University's Administrative Procedures Manual; (d) the policies and procedure of the Athletic Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport) c~~Big Sky Conference of which the ~~University (College)~~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 (College)~~University, would reflect adversely upon the ~~University (College)~~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 (College)~~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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)~~University's President for all athletically related income and benefits from sources outside the ~~University (College)~~University and shall report the source and amount of all such income and benefits to the ~~University (College)~~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 (College)~~University work day preceding June 30th. The report shall be in a format reasonably satisfactory to ~~University (College)~~University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, ~~University (College)~~University booster club, ~~University (College)~~University alumni association, ~~University (College)~~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 (College)~~University, the ~~University (College)~~University'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)~~University's Board of ~~(Trustees or Regents)~~ 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~~7~~ 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 be unreasonably ~~be~~ withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The ~~University (College)~~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 (College)~~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 A~~a~~greement 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 ~~a~~Agreement within 30 days after written notice from the ~~University (College)~~University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the ~~University~~

~~(College)~~University, the ~~University (College)~~University's governing board, the conference or the NCAA ~~(NAIA)~~, 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 (College)~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)~~University's judgment, reflect adversely on the ~~University (College)~~University or its athletic programs;

f) The failure of Coach to represent the ~~University (College)~~University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the ~~University (College)~~University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~, 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 (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~, 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)~~University as follows: before the effective date of the suspension, reassignment, or termination, the Director or ~~his~~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 (College)~~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 (College)~~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 (College)~~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 ~~(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)~~University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of ~~University (College)~~University.

5.2.1 At any time after commencement of this Agreement, ~~University (College)~~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 (College)~~University terminates this Agreement for its own convenience, ~~University (College)~~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 (College)~~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~~her health insurance plan and group life insurance as if she remained a ~~University (College)~~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 (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) 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 (College). 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~~her promise to work for ~~University (College)~~University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the ~~University (College)~~University is making a highly valuable investment in ~~his~~her employment by entering into this Agreement and that its investment would be lost were she to resign or otherwise terminate ~~his~~her employment with the ~~University (College)~~University before the end of the contract term.

~~5~~5.3.2 The Coach, for ~~his~~her own convenience, may terminate this Agreement during its term by giving prior written notice to the ~~University (College)~~University. Termination shall be effective ten (10) days after notice is given to the ~~University (College)~~University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for ~~his~~her convenience she shall pay to the University ~~(College),~~ 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 30, 2007~~_____~~, the sum of $~~30~~6,000.00; (b) if the Agreement is terminated between July 1, 2007 ~~_____~~and ~~_____~~June 30, 2008 inclusive, the sum of $~~20~~4,000.00; (c) if the Agreement is terminated between ~~_____~~July 1, 2008 and ~~_____~~January 1, 2009 inclusive, the sum of $~~10~~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 of 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 (College) 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 (College) shall constitute adequate and reasonable compensation to University (College) 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 (College).~~

5.3.~~5~~4 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law ~~his~~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 (College)~~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 (College)~~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 (College)~~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 (College)~~University.

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

5.~~7~~6 No Liability. The ~~University (College)~~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.~~8~~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 (College)~~University employees, if the ~~University (College)~~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 (College)~~University 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)~~University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~ State Board of ~~(Regents or Trustees)~~ Education 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 (College)~~University's State Board of ~~(Regents or Trustees)~~ Education, 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 State Board of ~~(Regents or Trustees)~~ Education and ~~University (College)~~University's rules regarding financial exigency.

6.2 ~~University (College)~~University Property. All personal property (excluding vehicle(s) provided through the ~~_____~~ Courtesy Car ~~p~~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 (College)~~University or developed by Coach on behalf of the ~~University (College)~~University or at the ~~University (College)~~University's direction or for the ~~University (College)~~University'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 ~~a~~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 (College)~~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 (College)~~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 (College)~~University: Director of Athletics
Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

with a copy to: President
Campus Box 8310

Idaho State University
Pocatello, ID 83209-8310

the Coach: Allison Gibson
Last known address on file with
~~University (College)~~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 (College)~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the ~~University (College)~~University (including contraction, abbreviation or simulation), except in the course and scope of ~~his~~her official ~~University (College)~~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 (College)~~University's Board of ~~(Regents or Trustees)~~Trustees.

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 and has not relied upon the advice of any legal counsel acting on behalf of the University. 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)~~UNIVERSITY	COACH
Michael C. Gallagher, Interim, President	Allison Gibson
Date	Date
~~Date~~	~~Date~~

Approved by the Board of ~~ (Regents or Trustees)~~Trustees o~~ o~~n the ____ day of _____ , ~~2000~~20____.

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CLEAN VERSION **ATTACHMENT 1a**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Allison Gibson, Head Women's Soccer Coach (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 Soccer 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 3.2.5 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on January 22, 2006 and terminating, without further notice to Coach, on January 1, 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 Trustees. 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:

a) An annual salary of $45,000 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 (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.

d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Soccer Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.

3.2.2 Each year the Team wins the Big Sky Conference Women's Soccer Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation for the academic and conduct achievements of the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:

Team APR Score	Incentive Pay
940-944	$ 1,000
945-949	$ 1,500
950-954	$ 2,000
955-959	$ 2,500
960-964	$ 3,000
965-969	$ 3,500
970 or above	$ 4,000

Such incentives are contingent upon acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director

3.2.4 **(SUMMER CAMP OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate girls' youth Soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by directing or administrating University's camps in Coach's capacity as a University employee. Coach hereby agrees to direct the marketing, supervision, and general administration of the University's Women's Soccer 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 Women's Soccer camps, the University shall pay Coach the net revenues resulting from each summer camp as supplemental compensation during each year of her employment as head Women's Soccer coach at the University. This amount shall be paid within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Soccer program.

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 hereto.

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 agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by such company, or give a lecture at an event sponsored in whole or in part by such 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 her duties and obligations as head Women's Soccer coach. In

order to avoid entering into an agreement with a competitor of such 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. Coach further agrees that Coach will not endorse any athletic footwear, apparel, equipment, and products, including such company, 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 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 and procedure of the Athletic Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky 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 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 be unreasonably 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, 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;

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 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 <u>Termination of Coach for Convenience of University</u>.

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.

5.3 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 June 30, 2007, the sum of $6,000.00; (b) if the Agreement is terminated between July 1, 2007 and June 30, 2008 inclusive, the sum of $4,000.00; (c) if the Agreement is terminated between July 1, 2008 and January 1, 2009 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 of eight (8) percent per annum until paid.

5.3.4 Except as provided 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, 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 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 State Board of Education 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 State Board of Education, 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 State Board of Education 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.

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 Campus Box 8173 Idaho State University Pocatello, ID 83209-8173
with a copy to:	President Campus Box 8310 Idaho State University Pocatello, ID 83209-8310
the Coach:	Allison Gibson 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 Trustees.

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 and has not relied upon the advice of any legal counsel acting on behalf of the University. 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
_____	_____
Michael C. Gallagher, Date Interim President	Allison Gibson Date

Approved by the Board of Trustees on the ____ day of _____ , 20____.

ATTACHMENT 1-b
Matrix

Allison Gibson, Idaho State University, Head Women's Soccer Coach 2006-2009

	Model Contract Section	Contract Section	Justification for Modification
3.1.1	Regular Compensation	3.1.1.(d) Regular Compensation; Language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program
3.2	Supplemental Compensation	3.2.1 – 3.2.2 Supplemental Compensation; Language modified	Language specifies compensation for team performance.
3.2	Supplemental Compensation	3.2.3 Supplemental Compensation; Language added	Language specifies compensation for academic achievement based on NCAA APR scores.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; Summer Camp	Language provides criteria and conditions applicable to coach's operation of a summer youth camp and deletes the ability of the coach to operate the camp independent of the university.
3.2	Supplemental Compensation	3.2.5 Supplemental Compensation; Language deleted	Language deleted referencing agreement with (Company) to supply the University with footwear, apparel and/or equipment.
5.2	Termination of Coach for Convenience of University	5.2.3 Termination of Coach for Convenience of University; Language deleted	Language deleted referencing representation by legal counsel in the contact negotiations, as it is referenced in Section 6.16.
5.3	Termination by Coach for Convenience	5.3.4 Termination of Coach for Convenience; Language deleted	Language deleted referencing representation by legal counsel in the contact negotiations, as it is referenced in Section 6.16.
6.16	Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney; Language added	Language specifies that coach has not relied upon the advice of any legal counsel acting on behalf of the University.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

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.

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

A request by Idaho State University for approval of a multi-year employment agreement for head coaching personnel.

APPLICABLE STATUTE, RULE OR POLICY

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

DISCUSSION

Idaho State University is requesting approval for a fixed-term appointment of a three-year, twelve-month employment agreement for Jon Newlee, Head Women's Basketball Coach. The employment agreement contains the duties, responsibilities and conditions of the employment. A Model Contract Matrix that identifies departures from the model contract form and provides justification for these changes is included. The position is funded by state appropriated funds.

IMPACT

This contract will provide a stable coaching environment for the respective program as well as stability and consistency for the Athletic Department as a whole.

ATTACHMENTS

Attachment 1 –Contract-Redline	Page 3
Attachment 1a – Contract Clean	Page 21
Attachment 1b – Matrix	Page 35

STAFF AND COMMENTS AND RECOMMENDATIONS

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

BOARD ACTION

A motion to approve the request by Idaho State University for a multi-year employment agreement for the Head Women's Basketball Coach (1.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY - continued

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Jon Newlee	Attachment 1
Position Title	Head Women's Basketball Coach
FTE	1.0
Term	36 months
Term of Contract	July 1, 2006 – May 1, 2009
Annual Salary	$80,000.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 1, Article 3.2.

REDLINE VERSION ATTACHMENT 1

~~(MODEL ATHLETICS CONTRACT)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~_____~~Idaho State University (University~~ (College)~~), and ~~_____~~Jon Newlee, Head Women's Basketball Coach (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the ~~University (College)~~University shall employ Coach as the head coach of its intercollegiate ~~ (Sport)~~ Women's Basketball 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 (College)~~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 (College)~~University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The ~~University (College)~~University shall have the right, at any time, to reassign Coach to duties at the ~~University (College)~~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 3.2.8~~ (Depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three ~~_____(___~~ 3) years, commencing on ~~_____~~July 1, 2006 and terminating, without further notice to Coach, on ~~_____~~May 1, 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 (College)~~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 (College)~~University's Board of ~~(Regents or Trustees)~~Trustees. 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)~~University.

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of ~~$_____~~ $80,000 per year, payable in biweekly installments in accordance with normal ~~University (College)~~University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)~~University's Board of ~~(Regents or Trustees)~~Trustees;

b) The opportunity to receive such employee benefits as the ~~University (College)~~University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)~~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.

d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Basketball Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's

Annual Salary.~~is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) , and if Coach continues to be employed as University (College)'s head ___(Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to ___(amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.2 Each year the Team wins the Big Sky Conference Women's Basketball Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Women's Basketball Post-Season Tournament, the ~~is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to ___(amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	64 teams	1st win	$ 1,000
Round 2	32 teams	2nd win	$ 2,000
Round 3	16 teams	3rd win	$ 4,000
Round 4	8 teams	4th win	$ 6,000
Round 5	4 teams	5th win	$ 8,000
Round 6	2 teams	6th win	$10,000
Possible bonus computation total			$31,000
for winning National Championship.			

3.2.3 In the event the Team, competes in the WNIT Women's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	32 teams	1st win	$ 1,000
Round 2	16 teams	2nd win	$ 2,000
Round 3	8 teams	3rd win	$ 3,000
Round 4	4 teams	4th win	$ 4,000
Round 5	2 teams	5th win	$ 5,000

Possible bonus computation total $15,000
for winning WNIT National Championship.

3.2.4 ~~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 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.~~

~~3.2.4~~ Coach will be eligible to receive supplemental compensation (non-cumulative) for winning the following number of regular season basketball games:

20 Wins	$ 1,000
21 Wins	$ 2,000
22 Wins	$ 3,000
23 Wins	$ 4,000
24 Wins	$ 5,000
25 Wins	$ 6,000
26 Wins	$ 7,000
27 Wins	$ 8,000

3.2.5 Each year Coach shall be eligible to receive supplemental compensation for the academic and conduct achievements of the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:

Team APR Score	Incentive Pay
940-944	$ 1,000
945-949	$ 1,500
950-954	$ 2,000
955-959	$ 2,500
960-964	$ 3,000
965-969	$ 3,500
970 or above	$ 4,000

Such incentives are contingent upon acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director

Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) 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.

3.2.56 Coach shall receive $5,000 annual compensation for participation in radio and television appearances.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.

3.2.67 **(SUMMER CAMPC____OPERATED BY UNIVERSITY (COLLEGE)UNIVERSITY)** Coach agrees that the University (College)University has the exclusive right to operate girls' youth _(Sport)basketball___ camps on its campus using University (College)University facilities. The University (College)University shall allow Coach the opportunity to earn supplemental compensation by assisting with thedirecting or administrating University (College)University's camps in Coach's capacity as a

University (College)University employee. Coach hereby agrees to assist indirect the marketing, supervision, and general administration of the University (College)University's football Women's Basketball 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)University's summer football Women's Basketball camps, the University (College)University shall pay Coach (amount) the net revenues resulting from each summer campper year as supplemental compensation during each year of his employment as head (Sport)Women's Basketball coach at the University (College)University. This amount shall be paid (terms of payment) within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Basketball program.

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 hereto.

(SUMMER CAMPCOPERATED BY COACH) Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:

a) The summer youth camp operation reflects positively on the University (College) 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 (College) personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University (College) 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 (College) 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 (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.

~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~

~~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 (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) 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 (College) 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 (College) shall be released from all obligations relating thereto.~~

3.2.~~7~~8 Coach agrees that the ~~University (College)~~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 (College)~~University. ~~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)~~University's reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name)~~ company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ such company, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ such company, or make other educationally-related appearances as may be reasonably requested by the ~~University (College)~~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 ~~(Sport)~~Women's Basketball~~-~~ coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ such company~~-~~, Coach shall submit all outside consulting agreements to the ~~University (College)~~University for review and approval by the director prior to execution. Coach shall also report such outside income to the ~~University (College)~~University in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel, ~~and/or~~ equipment, and products, including ~~(Company Name)~~ such company, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products. Coach shall receive $1,500 in personal apparel from Nike.

3.3 General Conditions of Compensation. All compensation provided by the ~~University (College)~~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)~~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 (College)~~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 (College)~~University, the ~~University (College)~~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)~~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 (College)~~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 (College)~~University's Handbook; (c) ~~University (College)~~University's Administrative Procedures Manual; (d) the policies and procedure of the Athletic Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the ~~(Sport) c~~Big Sky Conference of which the ~~University (College)~~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 (College)~~University, would reflect adversely upon the ~~University (College)~~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 (College)~~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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)~~University's President for all athletically related income and benefits from sources outside the ~~University (College)~~University and shall report the source and amount of all such income and benefits to the ~~University (College)~~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 (College)~~University work day preceding June 30th. The report shall be in a format reasonably satisfactory to ~~University (College)~~University. In no event shall Coach accept or receive directly or indirectly any

monies, benefits, or gratuities whatsoever from any person, association, corporation, ~~University (College)~~University booster club, ~~University (College)~~University alumni association, ~~University (College)~~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 (College)~~University, the ~~University (College)~~University'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)~~University's Board of ~~ (Trustees or Regents)~~ 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.~~7~~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 be unreasonably ~~ be~~ withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The ~~University (College)~~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 (College)~~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 A~~a~~greement 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 ~~a~~Agreement within 30 days after written notice from the ~~University (College)~~University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference or the NCAA ~~(NAIA)~~, 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 (College)~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)~~University's judgment, reflect adversely on the ~~University (College)~~University or its athletic programs;

f) The failure of Coach to represent the ~~University (College)~~University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the ~~University (College)~~University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~, 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 (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~, 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)~~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 (College)~~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 (College)~~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 (College)~~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 ~~(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)~~University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of ~~University (College)~~University.

5.2.1 At any time after commencement of this Agreement, ~~University (College)~~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 (College)~~University terminates this Agreement for its own convenience, ~~University (College)~~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 (College)~~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 (College)~~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 (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) 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 (College). 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 (College)~~University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the ~~University (College)~~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 (College)~~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 (College)~~University. Termination shall be effective ten (10) days after notice is given to the ~~University (College)~~University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ 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 ~~(College)~~, 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 30, 2007, the sum of $~~30~~6,000.00; (b) if the Agreement is terminated between ~~_____~~ July 1, 2007 and ~~_____~~ June 30, 2008 inclusive, the sum of $~~20~~4,000.00; (c) if the Agreement is terminated between July 1, 2008~~_____~~ and May 1, 2009~~_____~~ inclusive, the sum of $~~10~~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 of 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 (College) 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 (College) shall constitute adequate and reasonable compensation to University (College) 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 (College).~~

5.3.~~5~~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 (College)~~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 (College)~~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 (College)~~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 (College)~~University.

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

5.~~7~~6 No Liability. The ~~University (College)~~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.~~8~~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 (College)~~University employees, if the ~~University (College)~~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 (College)~~University 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)~~University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~ State Board of ~~(Regents or Trustees)~~ Education 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 (College)~~University's State Board of ~~(Regents or Trustees)~~ Education, 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 State Board of ~~(Regents or Trustees)~~ Education and ~~University (College)~~University's rules regarding financial exigency.

6.2 ~~University (College)~~University Property. All personal property (excluding vehicle(s) provided through the ~~_____~~ Courtesy Car ~~p~~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 (College)~~University or developed by Coach on behalf of the ~~University (College)~~University or at the ~~University (College)~~University's direction or for the ~~University (College)~~University'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 ~~a~~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 (College)~~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 (College)~~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 (College)~~University: Director of Athletics
Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

with a copy to: President
Campus Box 8310

Idaho State University
Pocatello, ID 83209-8310

the Coach: ~~_____~~Jon Newlee
Last known address on file with
~~University (College)~~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 (College)~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the ~~University (College)~~University (including contraction, abbreviation or simulation), except in the course and scope of his official ~~University (College)~~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 (College)~~University's Board of ~~(Regents or Trustees)~~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 and has not relied upon the advice of any legal counsel acting on behalf of the University. 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)~~UNIVERSITY	COACH
_____	_____
Michael C. Gallagher, Interim, President	Jon Newlee
Date	Date
~~Date~~	~~Date~~

Approved by the Board of ~~(Regents or Trustees)~~Trustees on the ____ day of _____ , ~~2000~~20____.

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CLEAN VERSION **ATTACHMENT 1a**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Jon Newlee, Head Women's Basketball Coach (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 Basketball 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 3.2.8 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on July 1, 2006 and terminating, without further notice to Coach, on May 1, 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 Trustees. 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:

a) An annual salary of $80,000 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 (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.

d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Basketball Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.

3.2.2 Each year the Team wins the Big Sky Conference Women's Basketball Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Women's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	64 teams	1st win	$ 1,000
Round 2	32 teams	2nd win	$ 2,000

Round 3	16 teams	3rd win	$ 4,000
Round 4	8 teams	4th win	$ 6,000
Round 5	4 teams	5th win	$ 8,000
Round 6	2 teams	6th win	$10,000
Possible bonus computation total for winning National Championship.			$31,000

3.2.3 In the event the Team, competes in the WNIT Women's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	32 teams	1st win	$ 1,000
Round 2	16 teams	2nd win	$ 2,000
Round 3	8 teams	3rd win	$ 3,000
Round 4	4 teams	4th win	$ 4,000
Round 5	2 teams	5th win	$ 5,000
Possible bonus computation total for winning WNIT National Championship.			$15,000

3.2.4 Coach will be eligible to receive supplemental compensation (non-cumulative) for winning the following number of regular season basketball games:

20 Wins	$ 1,000
21 Wins	$ 2,000
22 Wins	$ 3,000
23 Wins	$ 4,000
24 Wins	$ 5,000
25 Wins	$ 6,000
26 Wins	$ 7,000
27 Wins	$ 8,000

3.2.5 Each year Coach shall be eligible to receive supplemental compensation for the academic and conduct achievements of the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:

Team APR Score	Incentive Pay
940-944	$ 1,000
945-949	$ 1,500
950-954	$ 2,000
955-959	$ 2,500
960-964	$ 3,000
965-969	$ 3,500
970 or above	$ 4,000

Such incentives are contingent upon acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director

3.2.6 Coach shall receive $5,000 annual compensation for participation in radio and television appearances.

3.2.7 **(SUMMER CAMP OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate girls' youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by directing or administrating University's camps in Coach's capacity as a University employee. Coach hereby agrees to direct the marketing, supervision, and general administration of the University's Women's Basketball 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 Women's Basketball camps, the University shall pay Coach the net revenues resulting from each summer camp as supplemental compensation during each year of his employment as head Women's Basketball coach at the University. This amount shall be paid within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Women's Basketball program.

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 hereto.

3.2.8 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 agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by such company, or give a lecture at an event sponsored in whole or in part by such 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 Women's Basketball coach. In order to avoid entering into an agreement with a competitor of such company, Coach shall submit all outside consulting agreements to the University for review and approval by the director 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, equipment, and products, including such company, and will not participate in any messages or promotional appearances which

contain a comparative or qualitative description of athletic footwear, apparel or equipment products. Coach shall receive $1,500 in personal apparel from Nike.

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 and procedure of the Athletic Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the Big Sky 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 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 be unreasonably 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, 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;

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 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.

5.3 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 June 30, 2007, the sum of $6,000.00; (b) if the Agreement is terminated between July 1, 2007 and June 30, 2008 inclusive, the sum of $4,000.00; (c) if the Agreement is terminated between July 1, 2008 and May 1, 2009 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 of 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 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 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 State Board of Education 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 State Board of Education, 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 State Board of Education 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.

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 Campus Box 8173 Idaho State University Pocatello, ID 83209-8173
with a copy to:	President Campus Box 8310 Idaho State University Pocatello, ID 83209-8310
the Coach:	Jon Newlee 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 and has not relied upon the advice of any legal counsel acting on behalf of the University. 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
_____	_____
Michael C. Gallagher, Date Interim President	Jon Newlee Date

Approved by the Board of Trustees on the ____ day of _____ , 20____.

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Jon Newlee, Idaho State University, Head Women's Basketball Coach 2006-2009

	Model Contract Section	Contract Section	Justification for Modification
3.1.1	Regular Compensation	3.1.1.(d) Regular Compensation; Language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program
3.2	Supplemental Compensation	3.2.1 – 3.2.4 Supplemental Compensation; Language modified	Language specifies compensation for team performance.
3.2	Supplemental Compensation	3.2.5 Supplemental Compensation; Language added	Language specifies compensation for academic achievement based on NCAA APR scores.
3.2	Supplemental Compensation	3.2.6 Supplemental Compensation; Language modified	Language generalized for coach's participation in radio and television appearances.
3.2	Supplemental Compensation	3.2.7 Supplemental Compensation; Summer Camp	Language provides criteria and conditions applicable to coach's operation of a summer youth camp and deletes the ability of the coach to operate the camp independent of the university.
3.2	Supplemental Compensation	3.2.8 Supplemental Compensation; Language added/deleted	Language added for Coach to receive personal apparel from Nike. Language deleted referencing agreement with (Company) to supply the University with footwear, apparel and/or equipment.
5.2	Termination of Coach for Convenience of University	5.2.3 Termination of Coach for Convenience of University; Language deleted	Language deleted referencing representation by legal counsel in the contact negotiations, as it is referenced in Section 6.16.
5.3	Termination by Coach for Convenience	5.3.4 Termination of Coach for Convenience; Language deleted	Language deleted referencing representation by legal counsel in the contact negotiations, as it is referenced in Section 6.16.
6.16	Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney; Language added	Language specifies that coach has not relied upon the advice of any legal counsel acting on behalf of the University.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

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.

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

A request by Idaho State University for approval of a multi-year employment agreement for head coaching personnel.

APPLICABLE STATUTE, RULE OR POLICY

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

DISCUSSION

Idaho State University is requesting approval for a fixed-term appointment of a three-year, twelve-month employment agreement for Joe O'Brien, Head Men's Basketball Coach The employment agreement contains the duties, responsibilities and conditions of the employment. A Model Contract Matrix that identifies departures from the model contract form and provides justification for these changes is included. The position is funded by state appropriated funds.

IMPACT

This contract will provide a stable coaching environment for the respective program as well as stability and consistency for the Athletic Department as a whole.

ATTACHMENTS

Attachment 1 –Contract-Redline	Page 3
Attachment 1a – Contract Clean	Page 21
Attachment 1b – Matrix	Page 33

STAFF AND COMMENTS AND RECOMMENDATIONS

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

BOARD ACTION

A motion to approve the request by Idaho State University for a multi-year employment agreement for the Head Men's Basketball Coach (1.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY - continued

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Joe O'Brien	Attachment 1
Position Title	Head Men's Basketball Coach
FTE	1.0
Term	36 months
Term of Contract	March 22, 2006 – May 1, 2009
Annual Salary	$95,000.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 1, Article 3.2.

REDLINE VERSION **ATTACHMENT 1**

~~(MODEL ATHLETICS CONTRACT)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~_____~~Idaho State University (University~~ (College)~~), and ~~_____~~Joe O'Brien, Head Men's Basketball Coach (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the ~~University (College)~~University shall employ Coach as the head coach of its intercollegiate ~~(Sport)~~ Men's Basketball 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 (College)~~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 (College)~~University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The ~~University (College)~~University shall have the right, at any time, to reassign Coach to duties at the ~~University (College)~~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 ~~(Depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three ~~_____(___~~ 3) years, commencing on ~~_____~~March 22, 2006 and terminating, without further notice to Coach, on ~~_____~~May 1, 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 (College)~~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 (College)~~University's Board of ~~(Regents or Trustees)~~Trustees. 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)~~University.

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of ~~$_____~~ $95,000 per year, payable in biweekly installments in accordance with normal ~~University (College)~~University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)~~University's Board of ~~(Regents or Trustees)~~Trustees;

b) The opportunity to receive such employee benefits as the ~~University (College)~~University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)~~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.

d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Men's Basketball Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's

Annual Salary.~~is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) , and if Coach continues to be employed as University (College)'s head ___(Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to ___(amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.2 Each year the Team wins the Big Sky Conference Men's Basketball Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Men's Basketball Post-Season Tournament, the ~~is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to ___(amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	64 teams	1st win	$ 1,000
Round 2	32 teams	2nd win	$ 2,000
Round 3	16 teams	3rd win	$ 4,000
Round 4	8 teams	4th win	$ 6,000
Round 5	4 teams	5th win	$ 8,000
Round 6	2 teams	6th win	$10,000
Possible bonus computation total			$31,000
for winning National Championship.			

3.2.3 In the event the Team, competes in the NIT Men's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	32 teams	1st win	$ 1,000
Round 2	16 teams	2nd win	$ 2,000
Round 3	8 teams	3rd win	$ 3,000
Round 4	4 teams	4th win	$ 4,000
Round 5	2 teams	5th win	$ 5,000

Possible bonus computation total $15,000
for winning NIT National Championship.

Coach will be eligible to receive supplemental compensation (non-cumulative) for winning the following number of regular season basketball games:

20 Wins	$ 1,000
21 Wins	$ 2,000
22 Wins	$ 3,000
23 Wins	$ 4,000
24 Wins	$ 5,000
25 Wins	$ 6,000
26 Wins	$ 7,000
27 Wins	$ 8,000

3.2.4 Each year Coach shall be eligible to receive supplemental compensation for ~~in an amount up to ___(amount or computation) based on the~~the academic and conduct achievements ~~achievement and behavior~~ of the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:

Team APR Score	Incentive Pay
940-944	$ 1,000
945-949	$ 1,500
950-954	$ 2,000

~~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; 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.~~

~~3.2.4~~

955-959	$ 2,500
960-964	$ 3,000
965-969	$ 3,500
970 or above	$ 4,000

Such incentives are contingent upon acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director

~~Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) 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 Coach shall receive $10,000 annual compensation for participation in radio and television appearances.~~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.~~

3.2.6 **(SUMMER CAMP~~C~~____OPERATED BY ~~UNIVERSITY (COLLEGE)~~UNIVERSITY)** Coach agrees that the ~~University (College)~~University has the exclusive right to operate boy' youth ~~_(Sport)~~basketball___ camps on its campus using ~~University (College)~~University facilities. The ~~University (College)~~University shall allow Coach the opportunity to earn supplemental compensation by ~~assisting with the~~directing or administrating ~~University (College)~~University's camps in Coach's capacity as a

University (College)University employee. Coach hereby agrees to assist indirect the marketing, supervision, and general administration of the University (College)University's football Men's Basketball 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)University's summer football Men's Basketball camps, the University (College)University shall pay Coach _(amount)__ the net revenues resulting from each summer campper year as supplemental compensation during each year of his employment as head (Sport)Men's Basketball_ coach at the University (College)University. This amount shall be paid __(terms of payment)_____within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Men's Basketball program.

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 hereto.

(SUMMER CAMPCOPERATED BY COACH) Coach may operate a summer youth _(Sport)__ camp at the University (College) under the following conditions:

a) The summer youth camp operation reflects positively on the University (College) 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 (College) personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University (College) 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 (College) 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 (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.

~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~

~~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 (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) 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 (College) 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 (College) shall be released from all obligations relating thereto.~~

3.2.7 Coach agrees that the ~~University (College)~~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 (College)~~University. ~~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)~~University's reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name)~~ company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ such company, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ such company, or make other educationally-related appearances as may be reasonably requested by the ~~University (College)~~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 ~~(Sport)~~Men's Basketball ~~-~~ coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ such company ~~-~~, Coach shall submit all outside consulting agreements to the ~~University (College)~~University for review and approval prior to execution. Coach shall also report such outside income to the ~~University (College)~~University in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel, ~~and/or~~ equipment, and products, including ~~(Company Name)~~ such company, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products. Coach shall receive $2,500 in personal apparel from Nike.

3.3 General Conditions of Compensation. All compensation provided by the ~~University (College)~~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)~~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 (College)~~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 (College)~~University, the ~~University (College)~~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)~~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 (College)~~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 (College)~~University's Handbook; (c) ~~University (College)~~University's Administrative Procedures Manual; (d) the policies and procedure of the Athletic Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the ~~(Sport) c~~Big Sky Conference of which the ~~University (College)~~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 (College)~~University, would reflect adversely upon the ~~University (College)~~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 (College)~~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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)~~University's President for all athletically related income and benefits from sources outside the ~~University (College)~~University and shall report the source and amount of all such income and benefits to the ~~University (College)~~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 (College)~~University work day preceding June 30th. The report shall be in a format reasonably satisfactory to ~~University (College)~~University. In no event shall Coach accept or receive directly or indirectly any

monies, benefits, or gratuities whatsoever from any person, association, corporation, ~~University (College)~~University booster club, ~~University (College)~~University alumni association, ~~University (College)~~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 (College)~~University, the ~~University (College)~~University'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)~~University's Board of ~~(Trustees or Regents)~~ 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.~~7~~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 be unreasonably ~~be~~ withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The ~~University (College)~~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 (College)~~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 A~~a~~greement 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 ~~a~~Agreement within 30 days after written notice from the ~~University (College)~~University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference or the NCAA ~~(NAIA)~~, 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 (College)~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)~~University's judgment, reflect adversely on the ~~University (College)~~University or its athletic programs;

f) The failure of Coach to represent the ~~University (College)~~University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the ~~University (College)~~University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~, 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 (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~, 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)~~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 (College)~~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 (College)~~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 (College)~~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 ~~(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)~~University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of ~~University (College)~~University.

5.2.1 At any time after commencement of this Agreement, ~~University (College)~~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 (College)~~University terminates this Agreement for its own convenience, ~~University (College)~~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 (College)~~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 (College)~~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 (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) 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 (College). 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 (College)~~University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the ~~University (College)~~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 (College)~~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 (College)~~University. Termination shall be effective ten (10) days after notice is given to the ~~University (College)~~University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the ~~University (College)~~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 (College)~~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 30, 2007, the sum of $~~30~~6,000.00; (b) if the Agreement is terminated between ~~_____~~ July 1, 2007 and ~~_____~~ June 30, 2008 inclusive, the sum of $~~20~~4,000.00; (c) if the Agreement is terminated between ~~_____~~ July 1, 2008 and ~~_____~~ May 1, 2009 inclusive, the sum of $~~10~~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 of 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 (College) 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 (College) shall constitute adequate and reasonable compensation to University (College) 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 (College).~~

5.3.~~5~~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 (College)~~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 (College)~~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 (College)~~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 (College)~~University.

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

5.~~7~~6 No Liability. The ~~University (College)~~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.~~8~~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 (College)~~University employees, if the ~~University (College)~~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 (College)~~University 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)~~University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~ State Board of ~~(Regents or Trustees)~~ Education 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 (College)~~University's State Board of ~~(Regents or Trustees)~~ Education, 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 State Board of ~~(Regents or Trustees)~~ Education and ~~University (College)~~University's rules regarding financial exigency.

6.2 ~~University (College)~~University Property. All personal property (excluding vehicle(s) provided through the ~~_____~~ Courtesy Car ~~p~~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 (College)~~University or developed by Coach on behalf of the ~~University (College)~~University or at the ~~University (College)~~University's direction or for the ~~University (College)~~University'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 ~~a~~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 (College)~~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 (College)~~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 (College)~~University: Director of Athletics
Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

with a copy to: President
Campus Box 8310

Idaho State University
Pocatello, ID 83209-8310

the Coach: Joe O'Brien
Last known address on file with

~~University (College)~~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 (College)~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the ~~University (College)~~University (including contraction, abbreviation or simulation), except in the course and scope of his official ~~University (College)~~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 (College)~~University's Board of ~~(Regents or Trustees)~~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 and has not relied upon the advice of any legal counsel acting on behalf of the University. 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)~~UNIVERSITY	COACH
Michael C. Gallagher, Interim, President ~~Date~~	Joe O'Brien ~~Date~~
Date	Date

Approved by the Board of ~~(Regents or Trustees)~~Trustees o~~n~~ on the ____ day of _____ , ~~2000~~20____.

CLEAN VERSION **ATTACHMENT 1a**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Joe O'Brien, Head Men's Basketball Coach (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 Men's Basketball 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 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on March 22, 2006 and terminating, without further notice to Coach, on May 1, 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 Trustees. 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:

a) An annual salary of $95,000 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 (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.

d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Men's Basketball Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.

3.2.2 Each year the Team wins the Big Sky Conference Men's Basketball Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Men's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	64 teams	1st win	$ 1,000
Round 2	32 teams	2nd win	$ 2,000
Round 3	16 teams	3rd win	$ 4,000

Round 4	8 teams	4th win	$ 6,000
Round 5	4 teams	5th win	$ 8,000
Round 6	2 teams	6th win	$10,000
Possible bonus computation total for winning National Championship.			$31,000

3.2.3 In the event the Team, competes in the NIT Men's Basketball Post-Season Tournament, the University shall compensate Coach for advancing in the tournament bracket as follows:

Round 1	32 teams	1st win	$ 1,000
Round 2	16 teams	2nd win	$ 2,000
Round 3	8 teams	3rd win	$ 3,000
Round 4	4 teams	4th win	$ 4,000
Round 5	2 teams	5th win	$ 5,000
Possible bonus computation total for winning NIT National Championship.			$15,000

Coach will be eligible to receive supplemental compensation (non-cumulative) for winning the following number of regular season basketball games:

20 Wins	$ 1,000
21 Wins	$ 2,000
22 Wins	$ 3,000
23 Wins	$ 4,000
24 Wins	$ 5,000
25 Wins	$ 6,000
26 Wins	$ 7,000
27 Wins	$ 8,000

3.2.4 Each year Coach shall be eligible to receive supplemental compensation for the academic and conduct achievements of the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:

Team APR Score	Incentive Pay
940-944	$ 1,000
945-949	$ 1,500
950-954	$ 2,000
955-959	$ 2,500
960-964	$ 3,000
965-969	$ 3,500
970 or above	$ 4,000

Such incentives are contingent upon acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director

3.2.5 Coach shall receive $10,000 annual compensation for participation in radio and television appearances.

3.2.6 **(SUMMER CAMP OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate boy' youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by directing or administrating University's camps in Coach's capacity as a University employee. Coach hereby agrees to direct the marketing, supervision, and general administration of the University's Men's Basketball 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 Men's Basketball camps, the University shall pay Coach the net revenues resulting from each summer camp as supplemental compensation during each year of his employment as head Men's Basketball coach at the University. This amount shall be paid within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Men's Basketball program.

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 hereto.

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 agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by such company, or give a lecture at an event sponsored in whole or in part by such 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 Men's Basketball coach. In order to avoid entering into an agreement with a competitor of such 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. Coach further agrees that Coach will not endorse any athletic footwear, apparel, equipment, and products, including such company, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products. Coach shall receive $2,500 in personal apparel from Nike.

3.3 <u>General Conditions of Compensation</u>. 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 and procedure of the Athletic Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the Big Sky 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 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 be unreasonably 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, 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;

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 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.

5.3 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 June 30, 2007, the sum of $6,000.00; (b) if the Agreement is terminated between July 1, 2007 and June 30, 2008 inclusive, the sum of $4,000.00; (c) if the Agreement is terminated between July 1, 2008 and May 1, 2009 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 of 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 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 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 State Board of Education 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 State Board of Education, 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 State Board of Education 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.

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 Campus Box 8173 Idaho State University Pocatello, ID 83209-8173
with a copy to:	President Campus Box 8310 Idaho State University

Pocatello, ID 83209-8310

the Coach: Joe O'Brien
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 and has not relied upon the advice of any legal counsel acting on behalf of the University. 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	
_____		_____	
Michael C. Gallagher, Interim President	Date	Joe O'Brien	Date

Approved by the Board of Trustees on the ____ day of _____ , 20____.

Joe O'Brien, Idaho State University, Head Men's Basketball Coach 2006-2009

	Model Contract Section	Contract Section	Justification for Modification
3.1.1	Regular Compensation	3.1.1.(d) Regular Compensation; Language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program
3.2	Supplemental Compensation	3.2.1 – 3.2.3 Supplemental Compensation; Language modified	Language specifies compensation for team performance.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; Language added	Language specifies compensation for academic achievement based on NCAA APR scores.
3.2	Supplemental Compensation	3.2.5 Supplemental Compensation; Language modified	Language generalized for coach's participation in radio and television appearances.
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 and deletes the ability of the coach to operate the camp independent of the university.
3.2	Supplemental Compensation	3.2.7 Supplemental Compensation; Language added/deleted	Language added for Coach to receive personal apparel from Nike. Language deleted referencing agreement with (Company) to supply the University with footwear, apparel and/or equipment.
5.2	Termination of Coach for Convenience of University	5.2.3 Termination of Coach for Convenience of University; Language deleted	Language deleted referencing representation by legal counsel in the contact negotiations, as it is referenced in Section 6.16.
5.3	Termination of Coach for Convenience	5.3.4 Termination of Coach for Convenience; Language deleted	Language deleted referencing representation by legal counsel in the contact negotiations, as it is referenced in Section 6.16.
6.16	Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney; Language added	Language specifies that coach has not relied upon the advice of any legal counsel acting on behalf of the University.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

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.

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

A request by Idaho State University for approval of a multi-year employment agreement for head coaching personnel.

APPLICABLE STATUTE, RULE OR POLICY

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

DISCUSSION

Idaho State University is requesting approval for a fixed-term appointment of a two-year, twelve-month employment agreement for Larry Stocking, Head Softball Coach. The employment agreement contains the duties, responsibilities and conditions of the employment. A Model Contract Matrix that identifies departures from the model contract form and provides justification for these changes is included. The position is funded by state appropriated funds.

IMPACT

This contract will provide a stable coaching environment for the respective program as well as stability and consistency for the Athletic Department as a whole.

ATTACHMENTS

Attachment 1 –Contract-Redline	Page 3
Attachment 1a – Contract Clean	Page 21
Attachment 1b – Matrix	Page 33

STAFF AND COMMENTS AND RECOMMENDATIONS

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

BOARD ACTION

A motion to approve the request by Idaho State University for a multi-year employment agreement for the Head Softball Coach (1.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY - continued

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENTS

Larry Stocking	Attachment 1
Position Title	Head Softball Coach
FTE	1.0
Term	24 months
Term of Contract	July 1, 2006 – June 1, 2008
Annual Salary	$47,060.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 1, Article 3.2

REDLINE VERSION **ATTACHMENT 1**

~~(MODEL ATHLETICS CONTRACT)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~_____~~Idaho State University (University~~ (College)~~), and ~~_____~~Larry Stocking, Head Softball Coach (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the ~~University (College)~~University shall employ Coach as the head coach of its intercollegiate ~~(Sport)~~ Softball 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 (College)~~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 (College)~~University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The ~~University (College)~~University shall have the right, at any time, to reassign Coach to duties at the ~~University (College)~~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 ~~(Depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two ~~____~~ (~~__~~2) years, commencing on ~~_____~~July 1, 2006 and terminating, without further notice to Coach, on ~~_____~~June 1, 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 (College)~~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 (College)~~University's Board of ~~(Regents or Trustees)~~Trustees. 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)~~University.

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of ~~$~~ $47,060 per year, payable in biweekly installments in accordance with normal ~~University (College)~~University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University (College)~~University's Board of ~~(Regents or Trustees)~~Trustees;

b) The opportunity to receive such employee benefits as the ~~University (College)~~University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)~~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.

d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Softball Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.~~is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or~~

~~post-season playoffs) , and if Coach continues to be employed as University (College)'s head ___(Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to ___(amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

_____3.2.2 Each year the Team wins the Big Sky Conference Softball Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.
~~is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to ___(amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) 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 for the ~~in an amount up to ___(amount or computation) based on the~~ academic and conduct achievements ~~achievement and behavior~~ of the Team members. ~~members.~~ The following incentives will be used following NCAA APR scores to determine the applicable incentives:

Team APR Score	Incentive Pay
940-944	$ 1,000
945-949	$ 1,500
950-954	$ 2,000
955-959	$ 2,500
960-964	$ 3,000
965-969	$ 3,500
970 or above	$ 4,000

Such incentives are contingent upon acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director
~~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; 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.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) 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 _(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.~~6~~4 **(SUMMER CAMP~~C~~____OPERATED BY ~~UNIVERSITY (COLLEGE)~~UNIVERSITY)** Coach agrees that the ~~University (College)~~University has the exclusive right to operate youth ~~_(Sport)~~Softball~~___~~ _camps on its campus using ~~University (College)~~University facilities. The ~~University (College)~~University shall allow

Coach the opportunity to earn supplemental compensation by ~~assisting with the~~directing or administrating ~~University (College)~~University's camps in Coach's capacity as a ~~University (College)~~University employee. Coach hereby agrees to ~~assist in~~direct the marketing, supervision, and general administration of the ~~University (College)~~University's ~~football~~ Softball 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)~~University's summer ~~football~~ Softball camps, the ~~University (College)~~University shall pay Coach ~~_(amount)__~~ the net revenues resulting from each summer camp~~per year~~ as supplemental compensation during each year of his employment as head ~~_(Sport)~~Softball~~_~~ coach at the ~~University (College)~~University. This amount shall be paid ~~__(terms of payment)_____~~within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Softball program~~-~~.

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 hereto.

~~**(SUMMER CAMPCOPERATED BY COACH)** Coach may operate a summer youth _(Sport)__ camp at the University (College) under the following conditions:~~

~~a) The summer youth camp operation reflects positively on the University (College) 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 (College) personnel, equipment, or facilities without the prior written approval of the Director;~~

~~c) Assistant coaches at the University (College) 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 (College) 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 (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~

~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~

~~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 (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) 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 (College) 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 (College) shall be released from all obligations relating thereto.~~

3.2.5~~7~~ Coach agrees that the ~~University (College)~~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 (College)~~University. ~~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)~~University's reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name)~~ company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ such company, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ such company, or make other educationally-related appearances as may be reasonably requested by the ~~University (College)~~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 ~~(Sport)~~Softball coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ such company, Coach shall submit all outside consulting agreements to the ~~University (College)~~University for review and approval prior to execution. Coach shall also report such outside income to the ~~University (College)~~University in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel, ~~and/or~~ equipment, and products, including ~~(Company Name)~~ such company, 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 (College)~~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)~~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 (College)~~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 (College)~~University, the ~~University (College)~~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)~~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 (College)~~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 (College)~~University's Handbook; (c) ~~University (College)~~University's Administrative Procedures Manual; (d) the policies and procedure of the Athletic Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport) c~~Big Sky Conference of which the ~~University (College)~~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 (College)~~University, would reflect adversely upon the ~~University (College)~~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 (College)~~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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)~~University's President for all athletically related income and benefits from sources outside the ~~University (College)~~University and shall report the source and amount of all such income and benefits to the ~~University (College)~~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 (College)~~University work day preceding June 30th. The report shall be in a format reasonably satisfactory to ~~University~~

~~(College)~~University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, ~~University (College)~~University booster club, ~~University (College)~~University alumni association, ~~University (College)~~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 (College)~~University, the ~~University (College)~~University'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)~~University's Board of ~~(Trustees or Regents)~~ 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~~7~~ 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 be unreasonably ~~be~~ withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The ~~University (College)~~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 (College)~~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 A~~a~~greement 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 ~~a~~Agreement within 30 days after written notice from the ~~University (College)~~University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference or the NCAA ~~(NAIA)~~, 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 (College)~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)~~University's judgment, reflect adversely on the ~~University (College)~~University or its athletic programs;

f) The failure of Coach to represent the ~~University (College)~~University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the ~~University (College)~~University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the ~~University (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~, 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 (College)~~University, the ~~University (College)~~University's governing board, the conference, or the NCAA ~~(NAIA)~~, 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)~~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 (College)~~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 (College)~~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 (College)~~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 ~~(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)~~University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of ~~University (College)~~University.

5.2.1 At any time after commencement of this Agreement, ~~University (College)~~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 (College)~~University terminates this Agreement for its own convenience, ~~University (College)~~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 (College)~~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 (College)~~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 (College), which damages are extremely difficult to~~

~~determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) 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 (College). 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 (College)~~University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the ~~University (College)~~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 (College)~~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 (College)~~University. Termination shall be effective ten (10) days after notice is given to the ~~University (College)~~University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ 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 ~~(College),~~ 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 30, 2007~~_____~~, the sum of $~~30~~4,000.00; (b) if the Agreement is terminated between July 1, 2007~~_____~~ and ~~_____~~June 1n 2008 inclusive, the sum of $~~20~~2,000.00.~~; (c) if the Agreement is terminated between _____ and _____ inclusive, the sum of $10,000.00.~~ 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 of 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 (College) 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 (College) shall constitute adequate and reasonable compensation to University (College) 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 (College).~~

5.3.4~~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 (College)~~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 (College)~~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 (College)~~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 (College)~~University.

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

5.~~7~~6 No Liability. The ~~University (College)~~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.~~8~~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 (College)~~University employees, if the ~~University (College)~~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 (College)~~University 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)~~University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~ State Board of ~~(Regents or Trustees)~~ Education 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 (College)~~University's State Board of ~~(Regents or Trustees)~~ Education, 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 State Board of ~~(Regents or Trustees)~~ Education and ~~University (College)~~University's rules regarding financial exigency.

6.2 ~~University (College)~~University Property. All personal property (excluding vehicle(s) provided through the ~~_____~~ Courtesy Car ~~p~~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 (College)~~University or developed by Coach on behalf of the ~~University (College)~~University or at the ~~University (College)~~University's direction or for the ~~University (College)~~University'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 ~~a~~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 (College)~~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 (College)~~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 (College)~~University: Director of Athletics
Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

with a copy to: President
Campus Box 8310

Idaho State University
Pocatello, ID 83209-8310

the Coach: Larry Stocking
Last known address on file with
~~University (College)~~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 (College)~~University's prior written consent in each case, use any name, trade name, trademark, or other designation of the ~~University (College)~~University (including contraction, abbreviation or simulation), except in the course and scope of his official ~~University (College)~~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 (College)~~University's Board of ~~(Regents or Trustees)~~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 and has not relied upon the advice of any legal counsel acting on behalf of the University. 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)~~UNIVERSITY COACH

_____ _____
Michael C. Gallagher, Date Larry Stocking Date
Interim, President Date Date

Approved by the Board of (Regents or Trustees)Trustees on the ____ day of _____ , 2000 20____.

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CLEAN VERSION **ATTACHMENT 1a**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Larry Stocking, Head Softball Coach (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 Softball 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 3.2.5 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, commencing on July 1, 2006 and terminating, without further notice to Coach, on June 1, 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 Trustees. 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:

a) An annual salary of $47,060 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 (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.

d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Softball Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

3.2.1. Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.

3.2.2 Each year the Team wins the Big Sky Conference Softball Tournament and the subsequent automatic NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation for the academic and conduct achievements of the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:

Team APR Score	Incentive Pay
940-944	$ 1,000
945-949	$ 1,500
950-954	$ 2,000
955-959	$ 2,500
960-964	$ 3,000
965-969	$ 3,500
970 or above	$ 4,000

Such incentives are contingent upon acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director

3.2.4 **(SUMMER CAMP OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Softball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by directing or administrating University's camps in Coach's capacity as a University employee. Coach hereby agrees to direct the marketing, supervision, and general administration of the University's Softball 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 Softball camps, the University shall pay Coach the net revenues resulting from each summer camp as supplemental compensation during each year of his employment as head Softball coach at the University. This amount shall be paid within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the Softball program.

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 hereto.

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 agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by such company, or give a lecture at an event sponsored in whole or in part by such 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 Softball coach. In order to avoid entering into an agreement with a competitor of such 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. Coach further agrees that Coach will not endorse any athletic footwear, apparel, equipment, and products, including such company, 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 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 and procedure of the Athletic Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky 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 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 be unreasonably 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, 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;

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 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 <u>Termination of Coach for Convenience of University</u>.

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.

5.3 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 June 30, 2007, the sum of $4,000.00; (b) if the Agreement is terminated between July 1, 2007 and June 1n 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 of 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 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 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 State Board of Education 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 State Board of Education, 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 State Board of Education 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.

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 Campus Box 8173 Idaho State University Pocatello, ID 83209-8173
with a copy to:	President Campus Box 8310 Idaho State University Pocatello, ID 83209-8310
the Coach:	Larry Stocking 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 and has not relied upon the advice of any legal counsel acting on behalf of the University. 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
_____	_____
Michael C. Gallagher, Date Interim President	Larry Stocking Date

Approved by the Board of Trustees on the ____ day of _____ , 20____.

Larry Stocking, Idaho State University, Head Softball Coach 2006-2008

	Model Contract Section	Contract Section	Justification for Modification
3.1	Regular Compensation	3.1.1.(d) Regular Compensation; Language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program
3.2	Supplemental Compensation	3.2.1 – 3.2.2 Supplemental Compensation; Language modified	Language specifies compensation for team performance.
3.2	Supplemental Compensation	3.2.3 Supplemental Compensation; Language added	Language specifies compensation for academic achievement based on NCAA APR scores.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; Summer Camp	Language provides criteria and conditions applicable to coach's operation of a summer youth camp and deletes the ability of the coach to operate the camp independent of the university.
3.2	Supplemental Compensation	3.2.5 Supplemental Compensation; Language deleted	Language deleted referencing agreement with (Company) to supply the University with footwear, apparel and/or equipment.
3.2.5	Supplemental Compensation	3.2.5 Supplemental Compensation; Language deleted	ISU currently maintains no media contract for this sport.
5.2	Termination of Coach for Convenience of University	5.2.3 Termination of Coach for Convenience of University; Language deleted	Language deleted referencing representation by legal counsel in the contact negotiations, as it is referenced in Section 6.16.
5.3	Termination by Coach for Convenience	5.3.4 Termination of Coach for Convenience; Language deleted	Language deleted referencing representation by legal counsel in the contact negotiations, as it is referenced in Section 6.16.
6.16	Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney; Language added	Language specifies that coach has not relied upon the advice of any legal counsel acting on behalf of the University.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

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.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Approval of two positions with a salary equal to/greater than 75% of the Chief Executive Officer's base salary.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Polices & Procedures Sections II.B.3, and II.F.2.b.

DISCUSSION

The University of Idaho requests approval to hire for two positions with a salary equal to/greater than 75% of the Chief Executive Officer's base salary (2.0 Total FTE): Acting Vice President for Finance and Administration, and Vice President for University Advancement; both supported by appropriated funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

Lloyd Mues has previously been the Assistant Vice President for Auxiliary Services, and will serve in an acting capacity until the return of the Vice President for Finance and Administration.

Christopher Murray is a new hire for the Vice President for University Advancement.

BOARD ACTION

A motion to approve the appointment of Lloyd Mues to the position of Acting Vice President for Finance and Administration, at an annual salary of $155,625.60.

Moved by _____ Seconded by _____Carried Yes _____ No _____

AND

A motion to approve the appointment of Christopher Murray to the position of Vice President for University Advancement, at an annual salary of $169,998.40.

Moved by _____ Seconded by _____Carried Yes _____ No _____

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

NEW POSITIONS - SALARY EQUAL TO/GREATER THAN 75% OF CHIEF EXECUTIVE OFFICER BASE SALARY

Lloyd Mues	Acting Vice President for Finance and Administration
FTE	1.0 (2080 hours)
Term of Appointment	May 2, 2006 and until current Vice President returns from leave due to illness
Effective Date	May 2, 2006
Annual Salary	$155,625.60
Funding Source	Appropriated funds
Area/Department of Assignment	Finance and Administration
Justification	Acting appointment

Christopher Murray	Vice President for University Advancement
FTE	1.0 (2080 hours)
Term of Appointment	12 months
Effective Date	July 10, 2006
Annual Salary	$169,998.40
Funding Source	Appropriated funds
Area/Department of Assignment	University Advancement
Justification	New appointment

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

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

(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.)

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES
Subsection: F. Policies Regarding Nonclassified Employees April 2002

F. Policies Regarding Nonclassified Employees

2. Compensation

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 positions established by the College and University Professional Association for Human Resources (CUPA), or its equivalent, without prior Board approval.

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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by the University of idaho for approval of a multi-year employment agreement for head coaching personnel.

APPLICABLE STATUTE, RULE, OR POLICY

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

DISCUSSION

The University of Idaho requests approval for:

- Head men's basketball coach contract. (1.0 FTE), supported by appropriated funds.

IMPACT

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

ATTACHMENTS

Attachment 1-Contract Redline	Page 3
Attachment 1a-Contract Clean	Page 17
Attachment 1b-Contract Matrix	Page 31

STAFF COMMENTS AND RECOMMENDATIONS

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

BOARD ACTION

A motion to approve a three-year employment contract for George Pfeifer, head men's basketball coach, beginning March 27, 2006, at a first-year salary of $100,006.40, with subsequent year increases as noted in the contract.

Moved by _____ Seconded by _____Carried Yes _____ No _____

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENT

George Pfeifer	Head Men's Basketball Coach (Attachment 1)
FTE	1.0 (2080 hours/year)
Term of Appointment	36 months
Effective	March 27, 2006
Annual Salary	$100,006.40 per year from March 27, 2006 through March 26, 2008 and $110,011.20 per year from March 27, 2008 through March 26, 2009 This two-year provisional salary increase is contingent on achievement and behavior of team members; appropriate behavior by, and supervision of, all assistant coaches; compliance with financial stewardship policies; and approval by the President.
Funding Source	Appropriated Funds
Area/Department of Assignment	Athletics
Additional Compensation	Standard UI and Athletics Department fringe benefits; 1/13 of salary each year in which the Team achieves conference champion or co-champion or becomes eligible for the NCAA tournament; 1/13 of salary each year the Team is ranked in the top 25 in any published national final poll of intercollegiate men's basketball teams; $5,000 each year the Coach is named Conference Coach of the Year; $45,000 per year for media and public appearances; and $5,000 for 14 victories; an additional $5,000 for 17 victories; and an additional $5,000 for 20 victories
Justification	New appointment

REDLINE VERSION **ATTACHMENT 1**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and George Pfeifer (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 men's basketball 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 3.2.8 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for three (3) years, commencing on March 27, 2006, and terminating, without further notice to Coach, on March 26, 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:

a) An annual salary as follows:

i. From March 27, 2006 through March 26, 2008: $100,006.40 per year;

ii. From March 27, 2008 through March 26, 2009: $110,011.20.

The above salary amounts are payable in biweekly installments in accordance with normal University procedures. The salary increase in paragraph ii. above is expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.

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 Team is the conference champion or co-champion or becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head men's basketball 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 or 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 the Team is ranked in the top 25 in any published national final poll of intercollegiate men's basketball teams and if Coach continues to be employed as University's head men's basketball 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. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up equal to one-twenty-sixth (1/26) 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: NCAA Academic Progress Rate (APR); 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 Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) 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 $45,000 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 men's basketball game, and one-half shall be paid no later than two weeks after the last regular season men's basketball game or post season match, 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, 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.

3.2.6 If Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $5,000 for 14 victories; an additional $5,000 for 17 victories; and an additional $5,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7~~6~~ Coach agrees that the University has the exclusive right to operate youth basketball 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 youth basketball 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 youth basketball camps, the University shall pay Coach the remaining

income from the youth basketball camps, less $500, after all claims, insurance, and expenses of such camps have been paid.

3.2.8~~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 is 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 men's basketball 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 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 Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the men'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.

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;

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 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, Coach's current salary as set forth in section 3.1.1(a)(i) or (ii), 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 March 26, 2007, the sum of $50,000.00; (b) if the Agreement is terminated between March 27, 2007 and March 26, 2008 inclusive, the sum of $40,000.00; (c) if the Agreement is terminated between March 27, 2008 and March 25, 2009 inclusive, the sum of $25,000.00. ~~the sum of $30,000.00; (b) if the Agreement is terminated between _____ and _____ inclusive, the sum of $20,000.00; (c) if the Agreement is terminated between _____ and _____ inclusive, the sum of $10,000.00.~~ 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 provided 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 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.

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:	George Pfeifer 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.

UNIVERSITY		**COACH**	
_____		_____	
Timothy P. White, President	Date	George Pfeifer	Date

Approved by the Board of Regents on the _____ day of _____, 2006.

CLEAN VERSION **ATTACHMENT 1a**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and George Pfeifer (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 men's basketball 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 3.2.8 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for three (3) years, commencing on March 27, 2006, and terminating, without further notice to Coach, on March 26, 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:

a) An annual salary as follows:

i. From March 27, 2006 through March 26, 2008: $100,006.40 per year;

ii. From March 27, 2008 through March 26, 2009: $110,011.20.

The above salary amounts are payable in biweekly installments in accordance with normal University procedures. The salary increase in paragraph ii. above is expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.

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 Team is the conference champion or co-champion or becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head men's basketball 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 or 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 the Team is ranked in the top 25 in any published national final poll of intercollegiate men's basketball teams and if Coach continues to be employed as University's head men's basketball 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. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up equal to one-twenty-sixth (1/26) 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: NCAA Academic Progress Rate (APR); 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.

3.2.5 The Coach shall receive the sum of $45,000 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 men's basketball game, and one-half shall be paid no later than two weeks after the last regular season men's basketball game or post season match, 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, 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.

3.2.6 If Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $5,000 for 14 victories; an additional $5,000 for 17 victories; and an additional $5,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Coach agrees that the University has the exclusive right to operate youth basketball 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 youth basketball 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 youth basketball camps, the University shall pay Coach the remaining income from the youth basketball camps, less $500, after all claims, insurance, and expenses of such camps have been paid.

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 is 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 men's basketball 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 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 Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the men'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.

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;

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 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 <u>Termination of Coach for Convenience of University.</u>

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, Coach's current salary as set forth in section 3.1.1(a)(i) or (ii), 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 March 26, 2007, the sum of $50,000.00; (b) if the Agreement is terminated between March 27, 2007 and March 26, 2008 inclusive, the sum of $40,000.00; (c) if the Agreement is terminated between March 27, 2008 and March 25, 2009 inclusive, the sum of $25,000.00. 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 provided 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 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.

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:	George Pfeifer 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.

UNIVERSITY		**COACH**	
_____		_____	
Timothy P. White, President	Date	George Pfeifer	Date

Approved by the Board of Regents on the _____ day of _____, 2006.

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GEORGE PFEIFER - MEN'S BASKETBALL HEAD COACH - MULTI-YEAR CONTRACT			
1	**MODEL CONTRACT SECTION**	**UI CONTRACT SECTION**	**JUSTIFICATION FOR MODIFICATION**
2	3.1 Compensation	3.1.1.a Regular Compensation	Language allows for an initial salary of $100,006.40 and a salary increase after two years, continent on achievement and behavior of team members; appropriate behavior by, and supervision of, all assistant coaches; compliance with financial stewardship policies and approval by the President.
3	3.2 Supplemental Compensation	3.2.3 Supplemental Compensation	Language allows for payment of supplemental compensation for Coach of the Year.
4	3.2 Supplemental Compensation	3.2.5 Supplemental Compensation	Language allows for payment of supplemental compensation for media payment.
5	3.2 Supplemental Compensation	3.2.6 Supplemental Compensation	Language added allows for payment of supplemental compensation based on the number of victories.
6	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.

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

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.

SUBJECT

Compensation for the Presidents and Agency Heads for FY 2007

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.E.2.
Senate Bill 1263 (2006).

BACKGROUND

The Legislature provided state employee salary increases equivalent to 3% for FY 07, to be implemented early. SB 1263 stipulates that all increases shall be based on performance. In conformance with the Division of Financial Management (DFM) guidance, these increases were effective January 29, 2006. The motion made at the February Board meeting stated that the Board may consider granting additional compensation for FY 07, following performance reviews in May 2006.

The salary for the chief executive officer [President] for each institution is determined and approved by the State Board of Education. The agency heads and superintendent of the School for the Deaf and Blind are evaluated by the Executive Director, who makes recommendations to the Board with respect to future contracts and compensation.

DISCUSSION

Included below are individual motions for each CEO (President, Executive Director and Agency Head), to be presented at the June 2006 Board meeting.

The Board is not approving salary increases for FY 07 for the directors of the Idaho State Library or the Idaho State Historical Society, because those individuals report to their respective boards.

IMPACT

Board action will allow the CEOs to receive compensation based on their performance reviews.

STAFF COMMENTS AND RECOMMENDATIONS

The Executive Director recommends compensation for institution Presidents and Agency Heads in the motions provided.

PROPOSED BOARD ACTION

A motion to reappoint Dr. Robert Kustra as President of Boise State University effective July 1, 2006 through June 30, 2007 at a salary of $_____,

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

A motion to reappoint Dr. Timothy White as President of University of Idaho effective July 1, 2006 through June 30, 2007 at a salary of $_____,

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

A motion to reappoint Dr. Dene Thomas as President of Lewis-Clark State College effective July 1, 2006 through June 30, 2007 at a salary of $_____,

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

A motion to reappoint William Robertson as President of Eastern Idaho Technical College effective July 1, 2006 through June 30, 2007 at a salary of $_____,

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

A motion to approve a vehicle allowance in lieu of a vehicle for certain institutional Presidents at an annual amount of $7,200.00.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

A motion to reappoint Dwight A. Johnson as Executive Director of the Office of the State Board of Education, effective July 1, 2006, at an annual salary of $_____,

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

A motion to reappoint Michael Graham as Administrator of the Division of Vocational Rehabilitation, effective July 1, 2006, at an annual salary of $_____.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

A motion to reappoint Harvey Lyter as Superintendent of the School for the Deaf and Blind, effective July 1, 2006, at an annual salary of $_____.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

A motion to reappoint Peter Morrill as General Manager of Idaho Public Television effective July 1, 2006, at an annual salary of $_____.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

A motion to reappoint Michael Rush as Administrator of the Division of Professional-Technical Education, effective July 1, 2006, at an annual salary of $_____.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OR

INCLUSIVE MOTION

A motion to approve salaries and vehicle allowance, the latter where appropriate, for institutional presidents and agency heads, as specifically outlined within Tab 8, Pages 2 and 3 of the June 2006 BAHR-Human Resources agenda.

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 and Procedures
Subsection E: Executive Officers April, 2002

E. Executive Officers

2. Presidents/Agency Heads/Superintendent (also referred to as chief executive officers)

(c) The agency heads and superintendent are evaluated by the Executive Director, who makes recommendations to the Board with respect to future contracts and compensation. The Presidents are evaluated by the Board. The performance evaluation is based upon the duties outlined in the policy and mutually agreed upon goals. Final decisions with respect to future contracts are made by the Board.

c. Terms and Conditions
The Board and each chief executive officer shall sign an annual letter of agreement that documents the period of appointment, salary, and any additional terms. The Board shall evaluate the performance of each chief executive officer pursuant to the Board's evaluation policy.

d. Compensation and Benefits

The chief executive officer's annual salary shall be set and approved by the Board. The chief executive officers shall not receive personal salary or benefits or supplements from institutional foundations or other affiliated organizations except as allowed for institutional presidents pursuant to topic 3, subtopic e, below and as such is specifically approved by the Board in each instance. Additionally, the chief executive officer may not receive personal salary or benefits or supplements from other outside sources without prior Board approval.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

|||| LEGISLATURE OF THE STATE OF IDAHO ||||
Fifty-eighth Legislature Second Regular Session - 2006

IN THE SENATE
SENATE BILL NO. 1263

BY FINANCE COMMITTEE
AN ACT

RELATING TO APPROPRIATIONS; STATING FINDINGS OF THE LEGISLATURE; APPROPRIATING ADDITIONAL MONEYS FOR FISCAL YEAR 2006 TO STATE AGENCIES AND STATE INSTITUTIONS FOR A SALARY INCREASE FOR EMPLOYEES; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. LEGISLATIVE FINDINGS. The Legislature finds that funding consistent and adequate employee pay increases for the past several years has been difficult given the limited resources available. As a result, the state is falling further behind competitive labor market averages each year. The current economic conditions for the state now allow for a compensation package to be considered and it is the intent of the Legislature through this act that state employees be given the first and highest priority. The Legislature and the Governor hereby recommend funding an ongoing 3% increase in personnel costs to be used for salary increases for our valued state employees. The Division of Financial Management, Division of Human Resources, and State Controller's Office shall collaborate on an appropriate date of action to exe cute the intent of this act. Notwithstanding the time requirements in Section 67-5309C(b)(ii), Idaho Code, all salary increases shall be based on performance. Notwithstanding any provisions to the contrary in Section 67-5309C(b), Idaho Code, when allocating salary increases, state department directors and higher education institution executives should also take into consideration market competitive rates.

SECTION 2. In addition to any other appropriation provided by law, there is hereby appropriated to the following state agencies and state institutions the following amounts to be expended for the designated programs for personnel costs only from the listed funds for the period July 1, 2005, through June 30,
2006:

	TOTAL
(1) STATE BOARD OF EDUCATION	
AGRICULTURAL RESEARCH AND EXTENSION SERVICE:	
FROM:	
General Fund	$ 268,100
(2) STATE BOARD OF EDUCATION	
COLLEGES AND UNIVERSITIES:	
FROM:	
General Fund	$ 2,822,400
(3) STATE BOARD OF EDUCATION	
COMMUNITY COLLEGES	
COMMUNITY COLLEGE SUPPORT:	
FROM:	

General Fund		$ 153,700

(4) STATE BOARD OF EDUCATION

		TOTAL
IDAHO SCHOOL FOR THE DEAF AND THE BLIND		
I. CAMPUS OPERATIONS:		
FROM:		
General Fund	$ 47,100	
II. OUTREACH SERVICES:		
FROM:		
General Fund	$ 18,800	
TOTAL		$ 65,900

(5) STATE BOARD OF EDUCATION
OFFICE OF THE STATE BOARD OF EDUCATION:

FROM:		
General Fund	$ 13,100	
Federal Grant Fund	3,100	
TOTAL		$ 16,200

(6) STATE BOARD OF EDUCATION
HEALTH EDUCATION PROGRAMS

I. WOI VETERINARY EDUCATION:		
FROM:		
General Fund	$ 5,200	
II. WWAMI MEDICAL EDUCATION:		
FROM:		
General Fund	$ 7,200	
III. IDEP DENTAL EDUCATION:		
FROM:		
General Fund	$ 3,000	
Unrestricted Fund	600	
SUBTOTAL	$ 3,600	
IV. FAMILY MEDICINE RESIDENCIES:		
FROM:		
General Fund	$ 4,600	
TOTAL		$ 20,600

(7) STATE BOARD OF EDUCATION
IDAHO STATE HISTORICAL SOCIETY

I. HISTORIC PRESERVATION AND EDUCATION:		
FROM:		
General Fund	$ 13,400	
Miscellaneous Revenue Fund	1,400	
Federal Grant Fund	8,300	
SUBTOTAL	$ 23,100	
II. HISTORIC SITE MAINTENANCE AND INTERPRETATION:		
FROM:		
General Fund	$ 1,700	
Miscellaneous Revenue Fund	1,700	
SUBTOTAL	$ 3,400	
TOTAL		$ 26,500

(8) STATE BOARD OF EDUCATION
STATE LIBRARY BOARD:

FROM:

General Fund	$ 18,000	
Federal Grant Fund	1,800	
TOTAL		$ 19,800

(9) STATE BOARD OF EDUCATION
DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION
I. STATE LEADERSHIP AND TECHNICAL ASSISTANCE:

		TOTAL
FROM:		
General Fund	$ 15,400	
Federal Grant Fund	2,000	
SUBTOTAL	$ 17,400	
II. GENERAL PROGRAMS:		
FROM:		
General Fund	$ 2,100	
Federal Grant Fund	1,000	
SUBTOTAL	$ 3,100	
III. POSTSECONDARY PROGRAMS:		
FROM:		
General Fund	$316,400	
IV. CAREER INFORMATION SYSTEM:		
FROM:		
General Fund	$ 1,700	
Miscellaneous Revenue Fund	1,600	
Federal Grant Fund	700	
SUBTOTAL	$ 4,000	
TOTAL		$ 340,900

(10) STATE BOARD OF EDUCATION
IDAHO EDUCATIONAL PUBLIC BROADCASTING SYSTEM:

FROM:		
General Fund	$ 7,400	
Miscellaneous Revenue Fund	7,200	
TOTAL		$ 14,600

(11) STATE BOARD OF EDUCATION
SPECIAL PROGRAMS

I. FOREST UTILIZATION RESEARCH:	
FROM:	
General Fund	$ 5,200
II. GEOLOGICAL SURVEY:	
FROM:	
General Fund	$ 8,100
III. MUSEUM OF NATURAL HISTORY:	
FROM:	
General Fund	$ 5,100
IV. SMALL BUSINESS DEVELOPMENT CENTERS:	
FROM:	
General Fund	$ 3,100
V. IDAHO COUNCIL FOR ECONOMIC EDUCATION:	
FROM:	
General Fund	$ 600
VI. TECHHELP:	
FROM:	

General Fund	$ 1,800	
TOTAL		$ 23,900

(12) SUPERINTENDENT OF PUBLIC INSTRUCTION
STATE DEPARTMENT OF EDUCATION:
FROM:

General Fund	$ 29,800	
Indirect Cost Recovery Fund	5,300	
Driver's Education Fund	1,500	
Public Instruction Fund	5,700	
Miscellaneous Revenue Fund	1,500	
	TOTAL	
Federal Grant Fund	36,400	
TOTAL		$ 80,200

(13) STATE BOARD OF EDUCATION
VOCATIONAL REHABILITATION
I. COMMUNITY SUPPORTED EMPLOYMENT:
FROM:

General Fund	$ 1,200	
II. VOCATIONAL REHABILITATION:		
FROM:		
Federal Grant Fund	$ 73,100	
TOTAL		$ 74,300

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TAB	DESCRIPTION	ACTION
1	**BOISE STATE UNIVERSITY** Future Debt Management Financing Plans	Information item
2	**BOISE STATE UNIVERSITY** Capital Project Updates	Information item
3	**BOISE STATE UNIVERSITY** Environmental Science and Policy Center - Project Revision – Programming & Scope	Motion to approve
4	**IDAHO STATE UNIVERSITY** Purchase of Enterprise Resource Planning (ERP) system	Motion to approve
5	**UNIVERSITY of IDAHO** Administration System Hardware/Software Upgrade	Motion to approve
6	**UNIVERSITY of IDAHO** Line of Credit – Idaho Research Foundation	Motion to approve
7	**UNIVERSITY of IDAHO** Redirect Bond Proceeds	Motion to approve
8	**UNIVERSITY OF IDAHO** Athletic Promotions, Sponsorships and Corporate Rights Contract	Motion to approve
9	**UNIVERSITY OF IDAHO** Water Center Operating Agreement Amendment – UI & Idaho Division of Water Resources (IDWR)	Motion to approve
10	**LEWIS-CLARK STATE COLLEGE** Residence Hall Management Agreement	Motion to approve

TAB	DESCRIPTION	ACTION
11	**LEWIS-CLARK STATE COLLEGE** Bookstore Contract	Motion to approve
12	**AMENDMENT OF BOARD POLICY** Amendment to Board Policy V.R. - Establishment of Fees- 1st Reading (Deferred from April, 2006 Agenda)	Motion to approve
13	**COMMUNITY COLLEGE FUNDING** Reconsideration of Decision	Motion to approve
14	**FY07 STUDENT HEALTH INSURANCE** a. Idaho State University b. University of Idaho c. Lewis-Clark State College	Motion to approve
15	**FY07 INTERCOLLEGIATE ATHLETIC REPORTS** a. Boise State University b. Idaho State University c. University of Idaho d. Lewis-Clark State College	Motion to approve
16	**APPROVAL OF FY07 OPERATING BUDGETS**	Motion to approve
17	**FY08 BUDGET REQUEST GUIDELINES**	Information item
18	**UNIVERSITY OF IDAHO** Settlement Agreement	Motion to approve

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

Boise State University presentation on future financing plans, as they relate to debt capacity and prudent debt management.

REFERENCE

December 2003	Single Bond System and Financing Plan for New Projects
February 2004	BSU Bonding Discussion, Series 2004A
December 2004	Long-Term Facilities Funding Plan
April 2005	Refinancing and Revenue Bonds, Series 2005A
October 2005	Board approved 2005 Campus Master Plan Update

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.F. and V.K.3.
Section 33-3800, Idaho Code, et. seq.

BACKGROUND

Boise State University initiated the process of converting to a single bonding system with series 2004A bonds issued in February of 2004. The University has also obtained Board approval to collect a $100 strategic facilities fee. $25 of this fee was implemented in Fall 2005 and the additional $75 is effective for Fall 2006. With these changes, all sources of funds, including student fees, donations, federal and state grants, and selected University reserves (as matching funds) will be pooled to allow maximum flexibility in the implementation of the Campus Master Plan.

The change in bonding philosophy does not impact the State Board of Education approval processes. All projects will continue to be presented at multiple stages from planning through financing for Board review and approval.

As of April 30, 2006, Boise State University has approximately $139,400,000 in outstanding debt. $127,600,000 (92%) of current debt is in the form of fixed rate bonds. The current weighted average life of the bonded debt of the University is relatively short at 11.2 years.

Debt service on outstanding bonds for the current fiscal year is approximately $9.7 million and the weighted average cost of capital is 4.86%.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

DISCUSSION

University staff continues to analyze the debt portfolio in preparation for issuing additional debt to construct needed facilities in accordance with the Campus Master Plan. The purpose is to ensure that appropriate debt instruments are utilized, refinancing opportunities are captured, the limited debt capacity is allocated strategically, and debt levels and types of debt are appropriate and responsible given the University's financial strength and risk tolerance. Debt capacity is evaluated in terms of what is affordable given estimated cash flows and what is acceptable in terms of risk to the balance sheet.

The University's primary objectives with respect to debt management are:

1. Identify projects eligible for debt financing, reserving debt for projects that are strategic and/or operationally critical.

2. Maintain the University's favorable access to capital by preserving financial safety and soundness.

3. Maximize the efficiency and limit risk of the University's debt portfolio by managing on a portfolio basis rather than project-by-project.

4. Maintain the University's credit rating at an acceptable level, while recognizing that attainment or maintenance of a specific rating is not the primary objective.

The University has processes in place to address these objectives. The Facilities Planning Council, whose membership includes executive leadership and key facilities staff, prioritizes projects based on their strategic importance. In addition, the Council approves project planning and programming documents that include the project scope, timeline and funding sources.

Cash flow streams are analyzed and projected using conservative assumptions to ensure affordability of the projects. University reserves have been protected to ensure a strong balance sheet in anticipation of issuing debt. Debt capacity is determined based on review of bond rating agency reports and ratio analyses, as well as, management's understanding of the future cash flow needs to cover operations.

By evaluating debt in a holistic manner, rather than project-by-project, the University attempts to efficiently leverage all sources of revenue. For example, if additional private donations can be generated on one project, the strategic facilities fee may be re-allocated to the next highest priority.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Given the relatively short life of the bonded portfolio, the strength of the balance sheet, the A1/A+ credit ratings and the approved revenue streams, the University intends to pursue a significant bond issuance after ensuring the above objectives are achieved.

IMPACT

The University anticipates issuing a significant amount of debt during the next twelve months. Variables impacting the amount include the planning timeline of the various projects, as some may be ready to begin construction sooner than others. In addition, the amount of private donations and\or grants secured could impact the amount of the borrowing. An increase in these funds could increase scope, thereby increasing the debt, or substitute for financing and decrease debt.

This amount of debt will, most likely, impact the University's credit rating. However, a reduction of the ratings in itself is not a reason to avoid the debt if the University plans prudently to meet the strategic objectives set forth in various planning documents. Such plans do require a strong commitment from university management to ensure that fiscal operations are controlled and the affordability of all new initiatives is analyzed.

The University expects that any downgrade would reduce its ratings no further than A2/A, and would not negatively impact access to future capital.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has discussed with officials at Boise State University the topic of future financing plans related to debt capacity and debt management. Associated with a strategic capital building plan, as discussed in the next agenda item (Tab 2), it is suggested the Board Finance Committee and staff, and the institutions will develop a standardized template to report the debt plan of the institutions. Such a debt plan will enable the Board to review strategic parameters such as reserves, debt capacity, and cash flow streams from all sources of funds including student fees, donations, and federal and state grants.

Using ratios such as the weighted average life of bonded debt and the weighted average cost of capital, the Board will be able to make more informed campus-wide strategic decisions. For example, if additional private donations become available for a particular building, a portion of the strategic facilities fee may be re-allocated to the next highest priority.

Staff from Boise State University will make a presentation to the Board on this item.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

BOARD ACTION

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

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: F. Bonds and Other Indebtedness April 2002

F. Bonds and Other Indebtedness

1. General Powers

   The University of Idaho, Idaho State University, Lewis-Clark State College, and Boise State University may, by a majority vote of all the members of the Board, borrow money with or without the issuance of bonds pursuant to Chapter 38, Title 33, Idaho Code. The Board must act by formal resolution. Such indebtedness is not an obligation of the state of Idaho but is an obligation solely of the respective institutions and the respective board of trustees. Any indebtedness is to be used to acquire a project, facility, or other asset that may be required by or be convenient for the purposes of the institution. Student fees, rentals, charges for the use of the projected facility, or other revenue may be pledged or otherwise encumbered to pay the indebtedness. Refunding bonds also may be issued.

   Eastern Idaho Technical College is not authorized to borrow money under Chapter 38, Title 33, Idaho Code.

2. Attorney General's Opinion

   The Board or the institution may request the Attorney General of Idaho to review and pass upon the validity of a proposed bond issue. If found valid, the bond is an incontestable, binding obligation on the institution.

3. Private Sale

   A private sale of bonds is permitted only with the prior approval of the Board as the governing body of the institution. The chief executive officer of the institution must justify why a public sale is not desirable and explain the benefits of a private sale of bonds.

4. Responsibility of the Chief Executive Officer

   The chief executive officer of the institution is responsible for compliance with state law and these provisions when any indebtedness is incurred.

5. Expenditure of Excess Revenue

Expenditure of project revenues over and above that pledged or otherwise encumbered to meet the indebtedness is limited to expenditures for projects identified in the bond's Official Statement. Expenditure of excess revenue for other projects requires prior Board approval. Expenditures between two hundred fifty thousand dollars ($250,000) and five hundred thousand dollars ($500,000) require prior approval from the executive director and expenditures greater than five hundred thousand dollars ($500,000) require prior Board approval.

K. Construction Projects

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.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

IDAHO STATUTES

TITLE 33
EDUCATION
CHAPTER 38
STATE INSTITUTIONS OF HIGHER
EDUCATION BOND ACT

33-3801. Short title. This act may be cited as "The Educational Institutions Act of 1935."

33-3802. Definitions. The following terms, wherever used or referred to in this act, shall have the following meaning unless a different meaning clearly appears from the context:

(a) The term "institution" shall mean any institution named in section 2 [3, section 33-3803, Idaho Code];

(b) The term "board" shall mean the state board of education, board of regents, board of trustees or other governing body, by whatever name known, of an institution;

(c) The term "bonds" shall mean any bonds of an institution issued pursuant to this act;

(d) The term "project" shall mean and include buildings, structures, improvements, and equipment of every kind, nature and description, which may be required by or convenient for the purposes of an institution, including, without limiting the generality of the foregoing, administration, dining, exhibition, lecture, recreational and teaching halls, or parts thereof, or additions thereto; heat, light, sewer and water works plants or systems, or parts thereof, or extensions thereto; commons, dining halls, dormitories, auditoriums, libraries, infirmaries, laundries, laboratories, metallurgical plants, museums, swimming pools, water-towers, fire prevention and fire fighting systems, gymnasia, stadia, dwellings, green houses, farm buildings, and stables, or parts thereof, or additions thereto; or any one, or more than one, or all of the foregoing, or any combination thereof;

(e) The term "to acquire" shall include to purchase, to erect, to build, to construct, to reconstruct, to repair, to replace, to extend, to better, to equip, to develop, to improve, and to embellish a project;

(f) The term "Recovery Act" shall mean the act of the Congress of the United States of America, approved June 16, 1933, entitled: "An Act to encourage national industrial recovery, to foster fair competition, and to provide for the construction of certain useful public works and for other purposes," and Acts amendatory thereof and acts supplemental thereto, and revisions thereof, and any further Acts or joint resolutions of the Congress of the United States to encourage public works or to reduce unemployment or for work relief;

(g) The term "federal agency" shall mean the United States of America, the President of the United States of America, the Federal Emergency Administrator of Public Works, or such other agency or agencies as may be designated or created to make loans or grants.

33-3803. State educational institutions as bodies politic and corporate -- Powers of boards. Each of the following institutions is hereby constituted and confirmed a body politic and corporate and a separate and independent legal entity and is hereby further constituted and confirmed as a governmental instrumentality for the dissemination of knowledge and learning: "The Regents of the University of Idaho," "Lewis-Clark State College," "Idaho State University," and "Boise State University." A corporate purpose of every institution, in addition to any other purposes thereof, shall be to acquire any project. The powers of every institution delegated to it by this act shall be vested in and exercised by a majority of all the members of its board, and a majority of all the members of such board shall be a quorum for the transaction of any business authorized by this act, but a lesser number may adjourn and compel the attendance of absent members.

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;

(d) To make contracts and to execute all instruments necessary or convenient;

(e) To acquire any project or projects, and to own, operate, and maintain such project;

(f) To accept grants of money or materials or property of any kind from a federal agency, upon such terms and conditions as such federal agency may impose;

(g) To borrow money, with or without the issuance of bonds and to provide for the payment of the same and for the rights of the holders of such bonds and/or of any other instrument of such indebtedness, including the power to fix the maximum rate of interest to be paid thereon and to warrant and indemnify the validity and tax exempt character;

(h) To perform all acts and do all things necessary or convenient to carry out the powers herein granted, to obtain loans or grants or both from any federal agency, and to accomplish the purposes of sections 33-3801--33-3813, Idaho Code, and secure the benefits of the Recovery Act;

(i) To issue refunding bonds, for the purpose of paying, redeeming, or refunding any outstanding bonds theretofore issued under authority of this chapter. Refunding bonds so issued shall have such details, shall bear such rate or rates of interest and shall be otherwise issued and secured as provided by the board authorizing the issuance of such bonds and as otherwise provided in this chapter, provided, however, that such changes in the security and revenues pledged to the payment thereof may be made by such board as may be provided by it in the proceedings authorizing such

bonds, but in no event shall such refunding bonds ever be secured by revenues not authorized by this chapter to be pledged to the payment of bonds issued for other than refunding purposes. Refunding bonds issued hereunder may be exchanged for a like principal amount of the bonds to be refunded, may be sold in the manner provided in this chapter for the sale of other bonds, or may be exchanged in part and sold in part. If sold, the proceeds of such bonds may be deposited in escrow for the payment of the bonds to be refunded, provided such bonds mature or are callable for redemption under their terms within six (6) months from the date of the delivery of the refunding bonds. No refunding bonds may be issued hereunder in a principal amount in excess of the principal amount of the bonds to be refunded nor may any bonds not maturing or callable for redemption under their terms as above provided be refunded hereunder without the consent of the holders thereof. Refunding bonds so authorized and issued may in the discretion of the board be combined with other bonds to be authorized and issued under this chapter, and a single issue of bonds may be so authorized in part for improvement and in part for refunding purposes.

(j) In connection with borrowing without the issuance of bonds, to fix fees, rents or other charges for utilization of any facility or project being financed by said borrowing and to pledge the same, together with any other revenue from such project or facility, as collateral for repayment of principal and interest in the same manner and to the same extent as provided in this chapter for securing the payment of bonds issued pursuant to this chapter.

33-3805. Authorization, issuance, maturity, interest and sale of bonds. When the board shall find the proposed project or projects to be necessary for the proper operation of the institution and economically feasible and such finding is recorded in its minutes, the bonds therefor shall be authorized by resolution of the board. The bonds may be issued in one or more series, may bear such date or dates, may be in such denomination or denominations, may mature at such time or times, not exceeding forty (40) years from the respective dates thereof, may mature in such amount or amounts, may bear interest, at such rate or rates to be determined by the board, may be in such form, either coupon or registered, may carry such registration and such conversion privileges, may be executed in such manner, may be payable in such medium of payment, at such place or places, may be subject to such terms of redemption, with or without premium, as such resolution or other resolutions may provide. The bonds may be sold at a public or private sale at not less than par and accrued interest, in a manner to be provided by the board. The bonds shall be fully negotiable within the meaning and for all purposes of the Uniform Commercial Code.

33-3805A. Procedure prior to authorization. Notwithstanding any other provisions of this chapter, the board shall not enter into lease-purchase agreements for, acquire, build or take possession of any building or facility which requires state general account appropriated funds for construction, operation or maintenance unless prior approval by the legislature has been given by concurrent resolution authorizing the board to proceed with the project or projects.

33-3806. Provisions for payment of bonds. Any institution in connection with the issuance of the bonds or in order to secure the payment of such bonds and interest thereon, shall have power by resolution of its board:

(a) To fix and maintain (1) fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to be served by any project, (2) matriculation, hospital, laboratory, athletic, admission and other fees from students, faculty members and others matriculated, attending or employed at such institutions, and from the public in general, for the facilities afforded by such institution (which shall be uniform to all those similarly situated), (3) fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to use, or having the right to be served by, existing buildings, stadia, and other structures at any institution which issues bonds hereunder to acquire a project, which fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to use, or having the right to be served by such buildings, stadia and other structures shall be the same as those applicable to any project similar in nature and purpose to such existing buildings, stadia, and other structures; provided, however, that as between such project and the existing buildings at the institution there may be allowed reasonable differentials based on the condition, type, location and relative convenience of such project and such existing buildings, but such differentials shall be uniform as to all such students or faculty members and others similarly accommodated;

(b) To provide that bonds issued hereunder shall be secured by a first, exclusive and closed lien on the income and revenue derived from, and shall be payable from, (1) fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to use, or having the right to be served by, any project, and any existing buildings, stadia, and other structures, and (2) matriculation, hospital, laboratory, athletic, admission and other fees from students, faculty members and others matriculated, attending or employed at such institution, and from the public in general, for the facilities afforded by such institution, and (3) the proceeds of grants of funds and moneys received or to be received from the United States of America, or any agency or instrumentality thereof, pursuant to agreements entered into between the board and the United States of America, or any agency or instrumentality thereof, prior to the issuance of the bonds.

(c) To pledge and assign to, or in trust for the benefit of, the holder or holders of the bonds issued hereunder an amount of the income and revenue derived from (1) fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to use, or having the right to be served by, any project, and any existing buildings, stadia, and other structures, and (2) matriculation, hospital, laboratory, athletic, admission and other fees from students, faculty members and others matriculated, attending or employed at such institution, and from the public in general, for the facilities afforded by such institution, and (3) the proceeds of grants of funds and moneys received or to be received from the United States of America, or any agency or instrumentality thereof, pursuant to agreements entered into between the board and the United States of America, or any agency or instrumentality thereof, prior to the issuance of the bonds, which shall be sufficient to pay when due the bonds

issued hereunder to acquire such project, and interest thereon, and to create and maintain reasonable reserves therefor;

(d) To covenant with or for the benefit of the holder or holders of bonds issued hereunder to acquire any project that so long as any such bonds shall remain outstanding and unpaid, such institution will fix, maintain and collect in such installments as may be agreed upon (1) an amount of the fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to use, or having the right to be served by, any project, and any existing buildings, stadia, and other structures which, together with (2) an amount of the matriculation, hospital, laboratory, athletic, admission and other fees from students, faculty members and others matriculated, attending or employed at such institution, and from the public in general, for the facilities afforded by such institution, and (3) the proceeds of grants of funds and moneys received or to be received from the United States of America, or any agency or instrumentality thereof, pursuant to agreements entered into between the board and the United States of America, or any agency or instrumentality thereof, prior to the issuance of the bonds, shall be sufficient to pay when due the bonds issued hereunder to acquire such project, and interest thereon, and to create and maintain reasonable reserves therefor, and to pay the costs of operation and maintenance of such project, including, but not limited to, reserves for extraordinary repairs, insurance and maintenance, which costs of operation and maintenance shall be determined by the board in its absolute discretion;

(e) To make and enforce and agree to make and enforce parietal rules that shall insure the use of any project by all students in attendance at such institution to the maximum extent to which such project is capable of serving such students, or if such project is designed for occupancy as living quarters for the faculty members, by as many faculty members as may be served thereby;

(f) To covenant that so long as any of the bonds issued hereunder shall remain outstanding and unpaid, it will not, except upon such terms and conditions as may be determined (1) voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien of the bonds issued hereunder upon any of the income and revenues derived from fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to be served by, any project and any existing buildings, stadia, and other structures, and from matriculation, hospital, laboratory, athletic, admission and other fees from students, faculty members and others matriculated, attending or employed at such institution, and from the public in general, for the facilities afforded by such institution, or (2) convey or otherwise alienate the project to acquire which such bonds shall have been issued, or the real estate upon which such project shall be located, except at a price sufficient to pay all the bonds then outstanding issued hereunder to acquire such project and interest accrued thereon, and then only in accordance with any agreements with the holder or holders of such bonds, or (3) mortgage or otherwise voluntarily create or cause to be created any encumbrance on the project to acquire which such bonds shall have been issued or the real estate upon which it shall be located.

(g) To covenant as to the procedure by which the terms of any contract with a holder or holders of such bonds may be amended or rescinded, the amount or

percentage of bonds the holder or holders of which must consent thereto, and the manner in which such consent may be given.

(h) To vest in a trustee or trustees the right to receive all or any part of the income and revenue pledged and assigned to, or for the benefit of, the holder or holders of bonds issued hereunder, and to hold, apply and dispose of the same and the right to enforce any covenant made to secure or pay or in relation to the bonds; to execute and deliver a trust agreement or trust agreements which may set forth the powers and duties and the remedies available to such trustee or trustees and limiting the liabilities thereof and describing what occurrences shall constitute events of default and prescribing the terms and conditions upon which such trustee or trustees or the holder or holders of bonds of any specified amount or percentage of such bonds may exercise such rights and enforce any and all such covenants and resort to such remedies as may be appropriate.

(i) To vest in a trustee or trustees or the holder or holders of any specified amount or percentage of bonds the right to apply to any court of competent jurisdiction for and have granted the appointment of a receiver or receivers of the income and revenue pledged and assigned to or for the benefit of the holder or holders of such bonds, which receiver or receivers may have and be granted such powers and duties as such court may order or decree which powers and duties may include any and all such powers and duties as are usually granted under the laws of the state of Idaho to a receiver or receivers appointed in connection with the foreclosure of a mortgage made by a private corporation.

(j) To make covenants with any federal agency to perform any and all acts and to do any and all such things as may be necessary or convenient or desirable in order to secure its bonds, or as may in the judgment of the board tend to make the bonds more marketable, notwithstanding that such acts or things may not be enumerated herein, it being the intention hereof to give any institution issuing bonds pursuant to sections 33-3801--33-3813, Idaho Code, power to make all covenants, to perform all acts and to do all things, not inconsistent with the constitution of the state of Idaho, in the issuance of the bonds and for their security, including any and all powers granted to a private corporation under the laws of the state of Idaho.

33-3807. Deposit of proceeds of bonds. No moneys derived from the sale of bonds of any institution or otherwise borrowed by such institution under the provisions of sections 33-3801--33-3813, shall be required to be paid into the state treasury but shall be deposited by the treasurer or other fiscal officer of the institution, subject to the public depository law. Such money shall be disbursed as may be directed by the board and in accordance with the terms of any agreements with the holder or holders of any bonds. This section shall not be construed as limiting the power of the institution to agree in connection with the issuance of any of its bonds as to the custody and disposition of the moneys received from the sale of such bonds or the income and revenue of the institution pledged and assigned to or in trust for the benefit of the holder or holders thereof.

33-3808. Validity of bonds. The bonds bearing the signatures of officers in office on the date of the signing thereof shall be valid and binding obligations, notwithstanding

that before the delivery thereof and payment therefor any or all the persons whose signatures appear thereon shall have ceased to be officers of the institution issuing the same. The validity of the bonds shall not be dependent on nor affected by the validity or regularity of any proceedings to acquire the project financed by the bonds or taken in connection therewith.

33-3809. Other funds not affected. Nothing in sections 33-3801--33-3813 contained shall be construed to authorize any institution to contract a debt on behalf of, or in any way to obligate, the state of Idaho, or to pledge, assign or encumber in any way, or to permit the pledging, assigning or encumbering in any way of, appropriations made by the legislature, or revenue derived from the investment of the proceeds of the sale, and from the rental of such lands as have been set aside by the Idaho Admission Bill approved July 3, 1890, or other legislative enactments of the United States, for the use and benefit of the respective state educational institutions.

33-3810. Bonds and other debt not obligations of state -- Payable only from pledged revenue. All bonds issued and other debt incurred pursuant to this act shall be exclusively obligations of the institution issuing such bonds or incurring such other debt payable only in accordance with the terms thereof and shall not be obligations general, special or otherwise of the state of Idaho. Such bonds or other debt incurred shall not constitute a debt, legal or moral or otherwise of the state of Idaho, shall so recite on their face or on the first page of any evidence of indebtedness, and shall not be enforceable against the state, nor shall payment thereof be enforceable out of any funds of the institution issuing said bonds or incurring such other debt other than the income and revenues, if any, pledged and assigned to, or in trust for the benefit of, the holder or holders of such bonds or other evidence of indebtedness.

33-3811. Attorney general to pass on validity of bonds -- Incontestable if approved. Any institution may submit to the attorney general of the state of Idaho any bonds to be issued hereunder after all proceedings for the issuance of such bonds have been taken. Upon the submission of such proceedings to the attorney general, it shall be the duty of the attorney general to examine into and pass upon the validity of such bonds and the regularity of all proceedings in connection therewith. If such proceedings conform to the provisions of sections 33-3801--33-3813, and such bonds when delivered and paid for will constitute binding and legal obligations of such institution enforceable according to the terms thereof, the attorney general shall certify in substance upon the back of each of said bonds that it is issued in accordance with the Constitution and laws of the state of Idaho. When delivered and paid for, any bond bearing upon its back such certificate shall in any suit, action or proceeding involving its validity be conclusively deemed to be fully authorized by sections 33-3801--33-3813 and to have been issued, sold, executed and delivered in conformity with the Constitution and laws of the state of Idaho and shall be deemed to be valid and binding and enforceable in accordance with its terms, and such bonds shall be incontestable for any cause.

33-3812. Separability. If any provision of sections 33-3801--33-3813, or the application thereof to any person, body or circumstances shall be held invalid, the remainder of the act and the application of such provision to persons, bodies, or circumstances other than those as to which it shall have been held invalid shall not be affected thereby.

33-3813. Construction of act. The powers conferred by this act shall be in addition to and supplemental to, and the limitations imposed by this act shall not affect the powers conferred by any other law, general or special, and bonds may be issued hereunder notwithstanding the provisions of any other such law and without regard to the procedure required by any other such law. Insofar as the provisions of the act are inconsistent with the provisions of any other law, general or special, the provisions of sections 33-3801--33-3813 shall be controlling.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

Boise State University presentation to update Board on status of various building projects.

REFERENCE (Only includes most recent Board action for each project)

October 2003	Approval to proceed with planning and design of an Environmental Science and Policy Center ($450,000)
June 2004	Approval to proceed with planning and design of a Student Health Wellness and Counseling Center ($932,025)
December 2004	Long-Term Facilities Funding Plan Approval to increase project budget for Student Services Center ($8.5 million)
October 2005	Board approved 2005 Campus Master Plan Update Approval to hire architect to complete design and programming for the Student Union Building Expansion ($650,000)
December 2005	Board approval to select a design consultant to develop an RFQ and RFP to design a parking garage ($1,000,000)

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.3. (see Tab 1 for Policy reference)

BACKGROUND

Over the last two years, Boise State University has been working on a long-term plan to develop the future growth of the campus based on the academic mission and to identify a funding strategy that could move this plan forward despite limited capital funding available from the state. The University has developed and presented these plans in prior Board meetings and has also sought approval to proceed with planning and design of various facilities. The implementation of a single bond system and strategic facilities fee anticipates the future financing of these facilities. The approval of the campus master plan solidifies a plan for campus expansion and new facilities in accordance with the university's strategic and academic plans.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Much time has been dedicated to identifying funding mechanisms and property acquisition plans. In addition, the construction environment has changed drastically as a result of local and global competition for construction resources and natural disasters that have significantly impacted the cost and availability of materials. Construction costs have escalated significantly and rapidly in the last two years and this has impacted the university's ability to build facilities at the lower costs and within the time frames that were previously experienced.

Now that the Board has approved the FY2007 strategic facilities fee and the university has received additional funds from federal earmarks and private donations, the university is prepared to embark on an ambitious plan to design, finance and construct the next round of facilities. The previous agenda item (Tab 1) presents the financing and debt capacity portion of this plan in greater detail.

DISCUSSION

After reviewing the various challenges of the building plans that the university has encountered to date, a decision was made to delay three of the projects that the Board had already approved for planning and design phase. The first of these projects, the SUB expansion was delayed as a result of budget holdbacks and reductions starting in FY2002 that required that student fee revenues assigned to this project be used to support university operations. The Board approved the reallocation of this fee in April 2002. In October 2005, this project was brought back to the Board for approval to proceed with programming and design.

The second project, the Student Health Wellness and Counseling Center (SHWCC) was approved for programming and design in June 2004 for an estimated project budget of $13,600,000. The project budget was increased by $495,000 to $14,095,000 (approved by the Board's Executive Director) to add design and materials to meet Leadership in Energy and Environmental Design (LEEDs) energy efficiency standards. A decision was made to delay this project based on an urgent need to find academic space for the Nursing Department and a plan was developed to propose an increase to the size of the SHWCC facility and to seek private donations to fund this needed addition. The University has raised an additional $5.25 million to date.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY – continued

The third project, the Student Services Center was originally approved for construction in December 2003 and within the next nine months it was determined that the project scope and budget was not sufficient to meet the programming needs and the escalation in construction costs. The Board approved an increase to this project budget in December 2004 to $8.5 million. During the planning phase, the design team was continually challenged with the programming needs of the facility and the project was placed on hold to determine if it could be re-scoped to accommodate the construction cost increases. During this period, the University completed the campus master plan and the Interactive Learning Center (ILC) project was bid. The costs were much greater than anticipated due to the recent hurricanes and active construction market. In October 2005, the Board approved an increase to the ILC project budget and the President announced that the Student Services Center project budget was also insufficient and would likely need to be delayed.

The University then embarked on a plan to determine if funding sources could be combined and supplemented with private, federal and other funds to ensure that a building could be completed in this challenging construction market.

Meanwhile, the University continued to receive annual federal earmarks to support the Environmental Sciences Policy Center. The University requested State Permanent Building Funds in FY2005, FY2006 and FY2007 for this building to match the federal funds. However, the requests were not funded since the state did not provide building funds for higher education during those years. The continued growth in student enrollment and severe shortage of academic and research lab space has since become critical.

The next step was to develop a proposal to combine the funding for the Student Services Center with the federal earmarks for the Environmental Sciences Policy Center and to request a strategic facilities fee. As a result, the University has identified approximately $19.1 to $24 million that can be used to support the building and debt financing of a new academic and research facility that will also meet the intent of the federal HUD funds.

IMPACT

This presentation is to provide an overview; each project will be presented separately for Board action as required by Board policy.

ATTACHMENTS

Attachment 1-Summary of Projects & Funding Sources Page 5

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY – continued

STAFF COMMENTS AND RECOMMENDATIONS

Staff has had multiple discussions with officials at Boise State University regarding presentations to the Board on the status of BSU's capital projects and planning process. The information contained in the attached worksheet, FY 2007 Proposed New Facilities, will assist the Board in reviewing the sources of financing and approval flow for the next five building projects.

Staff believes the process being undertaken by BSU may be used as a model for other institutions. Staff will work with the Finance Committee and the other institutions to develop a standardized template to display all proposed buildings in an institution's approved campus master plan. This will allow the Board and others (policymakers, citizens, etc.) to view links between the facility master plan and the institution's strategic and academic plans. Related items that could be addressed by this template are deferred maintenance, enrollment, fees, capital campaigns and donations, and net asset reserves.

Staff from Boise State University will make a presentation to the Board on this item.

BOARD ACTION

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

FY2007 Proposed New Facilities

	NEW FACILITIES	ProposedTotal Project Cost	Proposed Amount to be Financed	Financed on student facilities fees	% paid by SFF	Other Revenues (Matching Funds)	Sources of Matching Funds	SBOE Planning Approval	SBOE Construction Approval	SBOE Financing Approval	Estimated Completion Date
A	Student Health Wellness and Counseling Ctr[1]	$ 19,345,000	$ 18,850,000	$ 13,600,000	70%	$ 5,745,000	Private Donations=$5,250,000 University Reserves=$495,000	Jun-04 Aug-06	Dec-06	Jan-07	Jun-08
B	SUB Expansion[2]	$ 30,650,000	$ 30,000,000	$ 30,000,000	98%	$ 650,000	SUB Reserves=$650,000	Oct-05	Oct-06	Jan-07	Jul-08
C	Parking Deck (Block 6, near SUB)[3]	$ 11,400,000	$ 11,400,000	$ 8,200,000	72%	$ 3,200,000	Parking Revenue System=$3,200,000	Dec-05	Aug-06	Jan-07	Aug-07
D	Envt Science Policy Ctr/Research Building[4]	$ 24,000,000	$ 13,000,000	$ 11,000,000	46%	$ 13,000,000	Federal Earmarks=$6,000,000 Transfer from SSC=$5,000,000 Private Funds $2,000,000	Jun-06	Dec-06	Jan-07	Jul-08
	Total	**$ 85,395,000**	**$ 73,250,000**	**$ 62,800,000**	**74%**	**$ 22,595,000**	← **Total this column**				

[1]Current private funding amount pledged is $5.25 million, seeking additional funding prior to requesting Board approval for budget increase. Current planning and design budget of $932,025 (approved June 2004) sufficient to continue design phase.

[2]Bond proceeds to fund this facility includes the $3.5 million that was previously bonded for the Student Services Center (2005 issue).

[3]Working on bridge funding (via bond anticipation notes) so that parking deck construction can begin in Fall 2006.

[4]Utilizes the current federal earmark to plan the facility. Total federal funding anticipated is $6 million ($3.1 currently available) and $5 million from SSC.

The purpose of the Strategic Facilities Fee is to: 1) fund a a strategically planned approach to future facility construction and renovation based on the Campus Master Plan, and 2) to provide a stable source of funding to leverage federal, state, university and private funds.

Current Challenges:

State funding limited to fund new buildings (State Capitol Bldg Remodel).
Significant building cost increases based on materials markets, construction labor availability and impacts of the hurricanes. Financing costs also increasing.
Critical need for research and academic space for current and new faculty hires, current research grants and increasing enrollment.

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INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

Boise State University requests approval to modify the initial programming and scope and to procure additional design and architectural services for the Environmental Science and Policy Center.

REFERENCE

October 2003	Approval to spend $450,000 to proceed with planning and design of an Environmental Science and Policy Center
October 2005	Board approved 2005 Campus Master Plan Update

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.9
Section 33-3800, Idaho Code, et. seq.
Section 67-5710-5711C Idaho Code

BACKGROUND

The revisions reflect adoption of the 2005 Campus Master Plan, and blend academic and research units from the geosciences, civil engineering, public policy, and political science. The new building will support academic programs in these disciplines, and promote interdisciplinary research and community outreach on environmental problems related to complex natural and engineered earth systems, including associated public policy and economic development issues. An appropriate name for the building will be suggested by the University at a later date.

At the October 2003 Board meeting, Boise State received approval to expend $450,000 in federal HUD funds for planning and design of a building to accommodate educational, research, and outreach activities in environmental science and economic development. The University was not required to match the $450,000 federal amount which represented an initial federal appropriation to help pay for an estimated $10 million building. Since then, additional federal support has been appropriated so that the University now has a total of $3.1 million in federal HUD funds, and may receive as much as $2.9 million more in the next year. Only $54,000 of the HUD planning funds have been spent to date because of ongoing discussions surrounding scope and programming. These discussions moved to resolution with the issuance of the Campus Master Plan in late 2005.

The Plan defines the direction of the physical campus, and requires moving the sciences to the southeast side of campus to more efficiently develop and use modern research facilities, and to foster interdisciplinary research, education, and

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

outreach between traditional science and engineering fields. The influence of the 2005 Campus Master Plan, together with the close technical relationship between the geosciences and civil engineering, and the traditional strength of the university in public policy and political science, prompted a revision of the initial programming and scope of the proposed building.

DISCUSSION

The proposed building will be the first new science and engineering building to be located in the southeast expansion zone consistent with the 2005 Campus Master Plan. The building will be adjacent to the Engineering Technology building, the Micron Engineering Center, and the Harry Morrison Laboratory. Eventually, the southeast expansion zone will support a science and engineering complex designed to promote interdisciplinary research, education, and outreach. Each building of the complex will have science and engineering laboratories and facilities appropriate to certain themes, while departmental culture will be preserved in office clusters. The layout of buildings will promote collaboration between scientists and engineers on important research problems, and will include an expansion plan to accommodate new science and engineering facilities consistent with future needs. Laboratories and work areas will be an open design with state-of-the-art flexibility to permit rapid and inexpensive reconfiguration in response to changes in research participants, project needs, and extramural funding.

The proposed building closely fits the requirements of federal (HUD) funding that will partially pay for the project. The HUD funding is awarded to support design and construction of a facility for education, research, and outreach involving environmental science and economic development. The idea is to contribute to the resolution of long-term environmental issues with the understanding that such issues present scientific, technical, legal, economic, historical, political, and ethical dimensions. Contemporary examples include mitigation of noxious weeds, protection of biodiversity, removal of natural and anthropogenic contaminants from groundwater, prediction of climate change, safe extraction of mineral and energy resources, and long-term storage of hazardous materials. Because of the complexity of environmental issues, work on them is most effectively carried out in a facility that promotes close collaboration within a diverse array of independent disciplinary experts. Boise State University is an optimum setting for a facility of this type because of its close proximity to state and federal agencies, emphases in engineering, business, and the social sciences (especially public policy), and a broad array of academic and research programs in the sciences.

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

Since no single facility can comprehensively address all environmental issues, academic and research activities in the proposed building will focus on geoenvironmental problems. The building will bring together faculty and students from hydrology (surface and ground water), civil and environmental engineering, transportation, near-surface geophysics, biogeochemistry, surficial processes, geology, public policy and administration, and political science. Preliminary analyses indicate that the building can house all of geosciences, all of public policy and political science, all of the civil engineering faculty and staff, and a significant number of new civil engineering labs to supplement those in the nearby Harry Morrison Laboratory. The building will promote better collaboration between scientists and engineers working on earth systems, house a department with two Ph.D. programs, encourage direct interaction between environmental policy experts and geoscientists and civil engineers, and relocate the fledgling energy policy group to be near engineers and scientists working on alternative energy (wind, hydrogen, and geothermal especially).

The building is currently estimated to cost between $19 and $24 million and proposed funding sources are HUD grants ($3.1 million currently secured, an additional $2.9 million anticipated), $5 million from the delayed Student Services Center project and the issuance of bonds supported by the strategic facilities fee ($11 to $13 million). The range of cost allows for expanded scope should additional grants be obtained and to plan for uncertainties in the current construction climate.

IMPACT

This project is part of the strategy for relocating the science departments from the central campus to the southeast expansion zone next to engineering. The move will create desperately needed academic and research space for faculty and students, promote exciting new collaborations between scientists and engineers, and add the political and public policy analysis that is essential to the solution of complex real-world problems involving the environment. The estimated total project cost is between $19,100,000 and $24,000,000. A final project budget will be presented to the Board when the project is brought for construction approval.

ATTACHMENTS

Attachment 1 - Capital Project Tracking Sheet Page 5
Attachment 2 – Summary of Projects & Funding Sources Page 6

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued

STAFF COMMENTS AND RECOMMENDATIONS

This project received Board approval, as BSU noted above, for planning and design in October 2003, for a total of $450,000 authorized. The project was delayed due to uncertain funding, with a small amount of the authorized amount being expended. Because funding sources have now been identified, BSU requests to restart the planning and design process in conjunction with the Division of Public Works.

Funding sources identified for this building include: federal 'earmarks' totaling $6.0 million ($3.1 secured), an internal transfer from the delayed Student Services Center of $5.0 million, and issuance of bonds to be supported by the BSU strategic facilities fee ($11.0 million).

The scope of this project can be more fully determined now that financing has been identified, the cost for initial planning and design is requested to increase from $450,000 to $1,680,000.

As a follow-on to a previous BSU agenda item (Tab 1) dealing with project financing, the inclusion of this project within an overall strategic capital and debt plan would enable staff and the Board to determine whether this project fits within the priority list of the strategic master plan, and whether all building projects requiring funds from the strategic facilities fee did not exceed the capacity of that fee relative to projected levels of future enrollment along with the effects on reserves and debt capacity.

A project budget from the Division of Public Works has not been created yet, but will be provided to staff when it becomes available.

Staff recommends approval of the motion to proceed with design and programming plans through the Division of Public Works.

BOARD MOTION

A motion to approve the request by Boise State University to expand the scope of planning and design of the Environmental Science and Policy Center and to authorize the Division of Public Works to proceed with the procurement of design and architectural services to complete design and programming plans for the new building, for an additional amount of $1,230,000 (total authorization of $1,680,000). The funding source for the planning and design budget is federal Housing and Urban Development funds.

Moved by _____ Seconded by _____ Carried Yes____ No____

History Narrative

1 **Institution/Agency:** Boise State University **Project:** Environmental Sciences Policy Center

2 **Project Description:** Boise State received approval to expend $450,000 in federal HUD funds for planning and design of a building to accommodate educational, research, and outreach activities in environmental science and economic development. The University was not required to match the $450,000 federal amount which represented an initial federal appropriation to help pay for an estimated $10 million building.

3 **Project Use:** Classroom, office and research spaces to support academic programs, research and meeting spaces for public policy discussions and classroom activities.

4 **Project Size:** Approximately 70,246 gross square feet

5	Sources of Funds				Use of Funds			
6 7	PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
8 **Initial Cost of Project**	$ -	$ -	$ 450,000	$ 450,000	$ 450,000			$ 450,000
9								
10 **History of Revisions:**								
11								
12 **Proposed Revision#1 June 2006**			$ 1,230,000	$ 1,230,000	$ 1,230,000			$ 1,230,000
13 The proposed building will be the first new science and engineering building to be located in the southeast expansion zone consistent with the 2005 Campus Master Plan. The building will be adjacent to the Engineering Technology building, the Micron Engineering Center, and the Harry Morrison Laboratory. The proposed building closely fits the requirements of federal (HUD) funding that will partially pay for the project. The HUD funding is awarded to support design and construction of a facility for education, research, and outreach involving environmental science and economic development.								
14								
15								
16								
17								
18 **Total Project Costs**	$ -	$ -	$ 1,680,000	$ 1,680,000	$ 1,680,000	$ -	$ -	$ 1,680,000

19

20				----------* Other Sources of Funds----------|			
21 **History of Funding:**	PBF	ISBA	Institutional Funds	Student Revenue	Other	Total Other	Total Funding
22 Oct-03	$ -	$ -			$ 450,000	$ 450,000	$ 450,000
23 Jun-06					1,230,000	$ 1,230,000	$ 1,230,000
24					-	$ -	$ -
25 Total	$ -	$ -	$ -	$ -	$ 1,230,000	$ 1,680,000	$ 1,680,000

FY2007 Proposed New Facilities

	NEW FACILITIES	Proposed Total Project Cost	Proposed Amount to be Financed	Financed on student facilities fees	% paid by SFF	Other Revenues (Matching Funds)	Sources of Matching Funds	SBOE Planning Approval	SBOE Construction Approval	SBOE Financing Approval	Estimated Completion Date
A	Student Health Wellness and Counseling Ctr	$ 19,345,000	$ 18,850,000	$ 13,600,000	70%	$ 5,745,000	Private Donations=$5,250,000 University Reserves=$495,000	Jun-04 Aug-06	Dec-06	Jan-07	Jun-08
B	SUB Expansion[2]	$ 30,650,000	$ 30,000,000	$ 30,000,000	98%	$ 650,000	SUB Reserves=$650,000	Oct-05	Oct-06	Jan-07	Jul-08
C	Parking Deck (Block 6, near SUB)[3]	$ 11,400,000	$ 11,400,000	$ 8,200,000	72%	$ 3,200,000	Parking Revenue System=$3,200,000	Dec-05	Aug-06	Jan-07	Aug-07
D	Environmental Science & Policy Center/Research Building[4]	$ 24,000,000	$ 13,000,000	$ 11,000,000	46%	$ 13,000,000	Federal Earmarks=$6,000,000 Transfer from SSC=$5,000,000 Private Funds $2,000,000	Jun-06	Dec-06	Jan-07	Jul-08
	Total	**$ 85,395,000**	**$ 73,250,000**	**$ 62,800,000**	**74%**	**$ 22,595,000**	**Total this column**				

[1]Current private funding amount pledged is $5.25 million, seeking additional funding prior to requesting Board approval for budget increase. Current planning and design budget of $932,025 (approved June 2004) sufficient to continue design phase.
[2]Bond proceeds to fund this facility includes the $3.5 million that was previously bonded for the Student Services Center (2005 issue).
[3]Working on bridge funding (via bond anticipation notes) so that parking deck construction can begin in Fall 2006.
[4]Utilizes the current federal earmark to plan the facility. Total federal funding anticipated is $6 million ($3.1 currently available) and $5 million from SSC.

The purpose of the Strategic Facilities Fee is to: 1) fund a a strategically planned approach to future facility construction and renovation based on the Campus Master Plan, and 2) to provide a stable source of funding to leverage federal, state, university and private funds.

Current Challenges:

State funding limited to fund new buildings (State Capitol Bldg Remodel).
Significant building cost increases based on materials markets, construction labor availability and impacts of the hurricanes. Financing costs also increasing.
Critical need for research and academic space for current and new faculty hires, current research grants and increasing enrollment.
University reserves needed to purchase property and to pay for remodels of existing space.

Future Buildings:	**Estimated Costs**
Student Services Center	$ 12,000,000
College of Business and Economics Building	$ 20,000,000
College of Health Sciences Building	$ 17,000,000
Parking Structure	$ 12,000,000
Next Science Building	$ 30,000,000

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**

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.

9. Approval by the Board

Requests for approval of major capital improvement projects must be submitted for Board action. Major capital improvement projects, which are approved by the Board and for which funds from the Permanent Building Fund are requested, are placed in priority order prior to the submission of major capital budget requests to the Division of Public Works.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

IDAHO STATUTES

TITLE 33
EDUCATION
CHAPTER 38
STATE INSTITUTIONS OF HIGHER
EDUCATION BOND ACT

33-3801. Short title. This act may be cited as "The Educational Institutions Act of 1935."

33-3802. Definitions. The following terms, wherever used or referred to in this act, shall have the following meaning unless a different meaning clearly appears from the context:

(a) The term "institution" shall mean any institution named in section 2 [3, section 33-3803, Idaho Code];

(b) The term "board" shall mean the state board of education, board of regents, board of trustees or other governing body, by whatever name known, of an institution;

(c) The term "bonds" shall mean any bonds of an institution issued pursuant to this act;

(d) The term "project" shall mean and include buildings, structures, improvements, and equipment of every kind, nature and description, which may be required by or convenient for the purposes of an institution, including, without limiting the generality of the foregoing, administration, dining, exhibition, lecture, recreational and teaching halls, or parts thereof, or additions thereto; heat, light, sewer and water works plants or systems, or parts thereof, or extensions thereto; commons, dining halls, dormitories, auditoriums, libraries, infirmaries, laundries, laboratories, metallurgical plants, museums, swimming pools, water-towers, fire prevention and fire fighting systems, gymnasia, stadia, dwellings, green houses, farm buildings, and stables, or parts thereof, or additions thereto; or any one, or more than one, or all of the foregoing, or any combination thereof;

(e) The term "to acquire" shall include to purchase, to erect, to build, to construct, to reconstruct, to repair, to replace, to extend, to better, to equip, to develop, to improve, and to embellish a project;

(f) The term "Recovery Act" shall mean the act of the Congress of the United States of America, approved June 16, 1933, entitled: "An Act to encourage national industrial recovery, to foster fair competition, and to provide for the construction of certain useful public works and for other purposes," and Acts amendatory thereof and acts supplemental thereto, and revisions thereof, and any further Acts or joint resolutions of the Congress of the United States to encourage public works or to reduce unemployment or for work relief;

(g) The term "federal agency" shall mean the United States of America, the President of the United States of America, the Federal Emergency Administrator of Public Works, or such other agency or agencies as may be designated or created to make loans or grants.

33-3803. State educational institutions as bodies politic and corporate -- Powers of boards. Each of the following institutions is hereby constituted and confirmed a body politic and corporate and a separate and independent legal entity and is hereby further constituted and confirmed as a governmental instrumentality for the dissemination of knowledge and learning: "The Regents of the University of Idaho," "Lewis-Clark State College," "Idaho State University," and "Boise State University." A corporate purpose of every institution, in addition to any other purposes thereof, shall be to acquire any project. The powers of every institution delegated to it by this act shall be vested in and exercised by a majority of all the members of its board, and a majority of all the members of such board shall be a quorum for the transaction of any business authorized by this act, but a lesser number may adjourn and compel the attendance of absent members.

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;

(d) To make contracts and to execute all instruments necessary or convenient;

(e) To acquire any project or projects, and to own, operate, and maintain such project;

(f) To accept grants of money or materials or property of any kind from a federal agency, upon such terms and conditions as such federal agency may impose;

(g) To borrow money, with or without the issuance of bonds and to provide for the payment of the same and for the rights of the holders of such bonds and/or of any other instrument of such indebtedness, including the power to fix the maximum rate of interest to be paid thereon and to warrant and indemnify the validity and tax exempt character;

(h) To perform all acts and do all things necessary or convenient to carry out the powers herein granted, to obtain loans or grants or both from any federal agency, and to accomplish the purposes of sections 33-3801--33-3813, Idaho Code, and secure the benefits of the Recovery Act;

(i) To issue refunding bonds, for the purpose of paying, redeeming, or refunding any outstanding bonds theretofore issued under authority of this chapter. Refunding bonds so issued shall have such details, shall bear such rate or rates of interest and shall be otherwise issued and secured as provided by the board authorizing the issuance of such bonds and as otherwise provided in this chapter, provided, however, that such changes in the security and revenues pledged to the payment thereof may be made by such board as may be provided by it in the proceedings authorizing such

bonds, but in no event shall such refunding bonds ever be secured by revenues not authorized by this chapter to be pledged to the payment of bonds issued for other than refunding purposes. Refunding bonds issued hereunder may be exchanged for a like principal amount of the bonds to be refunded, may be sold in the manner provided in this chapter for the sale of other bonds, or may be exchanged in part and sold in part. If sold, the proceeds of such bonds may be deposited in escrow for the payment of the bonds to be refunded, provided such bonds mature or are callable for redemption under their terms within six (6) months from the date of the delivery of the refunding bonds. No refunding bonds may be issued hereunder in a principal amount in excess of the principal amount of the bonds to be refunded nor may any bonds not maturing or callable for redemption under their terms as above provided be refunded hereunder without the consent of the holders thereof. Refunding bonds so authorized and issued may in the discretion of the board be combined with other bonds to be authorized and issued under this chapter, and a single issue of bonds may be so authorized in part for improvement and in part for refunding purposes.

(j) In connection with borrowing without the issuance of bonds, to fix fees, rents or other charges for utilization of any facility or project being financed by said borrowing and to pledge the same, together with any other revenue from such project or facility, as collateral for repayment of principal and interest in the same manner and to the same extent as provided in this chapter for securing the payment of bonds issued pursuant to this chapter.

33-3805. Authorization, issuance, maturity, interest and sale of bonds. When the board shall find the proposed project or projects to be necessary for the proper operation of the institution and economically feasible and such finding is recorded in its minutes, the bonds therefor shall be authorized by resolution of the board. The bonds may be issued in one or more series, may bear such date or dates, may be in such denomination or denominations, may mature at such time or times, not exceeding forty (40) years from the respective dates thereof, may mature in such amount or amounts, may bear interest, at such rate or rates to be determined by the board, may be in such form, either coupon or registered, may carry such registration and such conversion privileges, may be executed in such manner, may be payable in such medium of payment, at such place or places, may be subject to such terms of redemption, with or without premium, as such resolution or other resolutions may provide. The bonds may be sold at a public or private sale at not less than par and accrued interest, in a manner to be provided by the board. The bonds shall be fully negotiable within the meaning and for all purposes of the Uniform Commercial Code.

33-3805A. Procedure prior to authorization. Notwithstanding any other provisions of this chapter, the board shall not enter into lease-purchase agreements for, acquire, build or take possession of any building or facility which requires state general account appropriated funds for construction, operation or maintenance unless prior approval by the legislature has been given by concurrent resolution authorizing the board to proceed with the project or projects.

33-3806. Provisions for payment of bonds. Any institution in connection with the issuance of the bonds or in order to secure the payment of such bonds and interest thereon, shall have power by resolution of its board:

(a) To fix and maintain (1) fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to be served by any project, (2) matriculation, hospital, laboratory, athletic, admission and other fees from students, faculty members and others matriculated, attending or employed at such institutions, and from the public in general, for the facilities afforded by such institution (which shall be uniform to all those similarly situated), (3) fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to use, or having the right to be served by, existing buildings, stadia, and other structures at any institution which issues bonds hereunder to acquire a project, which fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to use, or having the right to be served by such buildings, stadia and other structures shall be the same as those applicable to any project similar in nature and purpose to such existing buildings, stadia, and other structures; provided, however, that as between such project and the existing buildings at the institution there may be allowed reasonable differentials based on the condition, type, location and relative convenience of such project and such existing buildings, but such differentials shall be uniform as to all such students or faculty members and others similarly accommodated;

(b) To provide that bonds issued hereunder shall be secured by a first, exclusive and closed lien on the income and revenue derived from, and shall be payable from, (1) fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to use, or having the right to be served by, any project, and any existing buildings, stadia, and other structures, and (2) matriculation, hospital, laboratory, athletic, admission and other fees from students, faculty members and others matriculated, attending or employed at such institution, and from the public in general, for the facilities afforded by such institution, and (3) the proceeds of grants of funds and moneys received or to be received from the United States of America, or any agency or instrumentality thereof, pursuant to agreements entered into between the board and the United States of America, or any agency or instrumentality thereof, prior to the issuance of the bonds.

(c) To pledge and assign to, or in trust for the benefit of, the holder or holders of the bonds issued hereunder an amount of the income and revenue derived from (1) fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to use, or having the right to be served by, any project, and any existing buildings, stadia, and other structures, and (2) matriculation, hospital, laboratory, athletic, admission and other fees from students, faculty members and others matriculated, attending or employed at such institution, and from the public in general, for the facilities afforded by such institution, and (3) the proceeds of grants of funds and moneys received or to be received from the United States of America, or any agency or instrumentality thereof, pursuant to agreements entered into between the board and the United States of America, or any agency or instrumentality thereof, prior to the issuance of the bonds, which shall be sufficient to pay when due the bonds

issued hereunder to acquire such project, and interest thereon, and to create and maintain reasonable reserves therefor;

(d) To covenant with or for the benefit of the holder or holders of bonds issued hereunder to acquire any project that so long as any such bonds shall remain outstanding and unpaid, such institution will fix, maintain and collect in such installments as may be agreed upon (1) an amount of the fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to use, or having the right to be served by, any project, and any existing buildings, stadia, and other structures which, together with (2) an amount of the matriculation, hospital, laboratory, athletic, admission and other fees from students, faculty members and others matriculated, attending or employed at such institution, and from the public in general, for the facilities afforded by such institution, and (3) the proceeds of grants of funds and moneys received or to be received from the United States of America, or any agency or instrumentality thereof, pursuant to agreements entered into between the board and the United States of America, or any agency or instrumentality thereof, prior to the issuance of the bonds, shall be sufficient to pay when due the bonds issued hereunder to acquire such project, and interest thereon, and to create and maintain reasonable reserves therefor, and to pay the costs of operation and maintenance of such project, including, but not limited to, reserves for extraordinary repairs, insurance and maintenance, which costs of operation and maintenance shall be determined by the board in its absolute discretion;

(e) To make and enforce and agree to make and enforce parietal rules that shall insure the use of any project by all students in attendance at such institution to the maximum extent to which such project is capable of serving such students, or if such project is designed for occupancy as living quarters for the faculty members, by as many faculty members as may be served thereby;

(f) To covenant that so long as any of the bonds issued hereunder shall remain outstanding and unpaid, it will not, except upon such terms and conditions as may be determined (1) voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien of the bonds issued hereunder upon any of the income and revenues derived from fees, rentals and other charges from students, faculty members and others using or being served by, or having the right to be served by, any project and any existing buildings, stadia, and other structures, and from matriculation, hospital, laboratory, athletic, admission and other fees from students, faculty members and others matriculated, attending or employed at such institution, and from the public in general, for the facilities afforded by such institution, or (2) convey or otherwise alienate the project to acquire which such bonds shall have been issued, or the real estate upon which such project shall be located, except at a price sufficient to pay all the bonds then outstanding issued hereunder to acquire such project and interest accrued thereon, and then only in accordance with any agreements with the holder or holders of such bonds, or (3) mortgage or otherwise voluntarily create or cause to be created any encumbrance on the project to acquire which such bonds shall have been issued or the real estate upon which it shall be located.

(g) To covenant as to the procedure by which the terms of any contract with a holder or holders of such bonds may be amended or rescinded, the amount or

percentage of bonds the holder or holders of which must consent thereto, and the manner in which such consent may be given.

(h) To vest in a trustee or trustees the right to receive all or any part of the income and revenue pledged and assigned to, or for the benefit of, the holder or holders of bonds issued hereunder, and to hold, apply and dispose of the same and the right to enforce any covenant made to secure or pay or in relation to the bonds; to execute and deliver a trust agreement or trust agreements which may set forth the powers and duties and the remedies available to such trustee or trustees and limiting the liabilities thereof and describing what occurrences shall constitute events of default and prescribing the terms and conditions upon which such trustee or trustees or the holder or holders of bonds of any specified amount or percentage of such bonds may exercise such rights and enforce any and all such covenants and resort to such remedies as may be appropriate.

(i) To vest in a trustee or trustees or the holder or holders of any specified amount or percentage of bonds the right to apply to any court of competent jurisdiction for and have granted the appointment of a receiver or receivers of the income and revenue pledged and assigned to or for the benefit of the holder or holders of such bonds, which receiver or receivers may have and be granted such powers and duties as such court may order or decree which powers and duties may include any and all such powers and duties as are usually granted under the laws of the state of Idaho to a receiver or receivers appointed in connection with the foreclosure of a mortgage made by a private corporation.

(j) To make covenants with any federal agency to perform any and all acts and to do any and all such things as may be necessary or convenient or desirable in order to secure its bonds, or as may in the judgment of the board tend to make the bonds more marketable, notwithstanding that such acts or things may not be enumerated herein, it being the intention hereof to give any institution issuing bonds pursuant to sections 33-3801--33-3813, Idaho Code, power to make all covenants, to perform all acts and to do all things, not inconsistent with the constitution of the state of Idaho, in the issuance of the bonds and for their security, including any and all powers granted to a private corporation under the laws of the state of Idaho.

33-3807. Deposit of proceeds of bonds. No moneys derived from the sale of bonds of any institution or otherwise borrowed by such institution under the provisions of sections 33-3801--33-3813, shall be required to be paid into the state treasury but shall be deposited by the treasurer or other fiscal officer of the institution, subject to the public depository law. Such money shall be disbursed as may be directed by the board and in accordance with the terms of any agreements with the holder or holders of any bonds. This section shall not be construed as limiting the power of the institution to agree in connection with the issuance of any of its bonds as to the custody and disposition of the moneys received from the sale of such bonds or the income and revenue of the institution pledged and assigned to or in trust for the benefit of the holder or holders thereof.

33-3808. Validity of bonds. The bonds bearing the signatures of officers in office on the date of the signing thereof shall be valid and binding obligations, notwithstanding

that before the delivery thereof and payment therefor any or all the persons whose signatures appear thereon shall have ceased to be officers of the institution issuing the same. The validity of the bonds shall not be dependent on nor affected by the validity or regularity of any proceedings to acquire the project financed by the bonds or taken in connection therewith.

33-3809. Other funds not affected. Nothing in sections 33-3801--33-3813 contained shall be construed to authorize any institution to contract a debt on behalf of, or in any way to obligate, the state of Idaho, or to pledge, assign or encumber in any way, or to permit the pledging, assigning or encumbering in any way of, appropriations made by the legislature, or revenue derived from the investment of the proceeds of the sale, and from the rental of such lands as have been set aside by the Idaho Admission Bill approved July 3, 1890, or other legislative enactments of the United States, for the use and benefit of the respective state educational institutions.

33-3810. Bonds and other debt not obligations of state -- Payable only from pledged revenue. All bonds issued and other debt incurred pursuant to this act shall be exclusively obligations of the institution issuing such bonds or incurring such other debt payable only in accordance with the terms thereof and shall not be obligations general, special or otherwise of the state of Idaho. Such bonds or other debt incurred shall not constitute a debt, legal or moral or otherwise of the state of Idaho, shall so recite on their face or on the first page of any evidence of indebtedness, and shall not be enforceable against the state, nor shall payment thereof be enforceable out of any funds of the institution issuing said bonds or incurring such other debt other than the income and revenues, if any, pledged and assigned to, or in trust for the benefit of, the holder or holders of such bonds or other evidence of indebtedness.

33-3811. Attorney general to pass on validity of bonds -- Incontestable if approved. Any institution may submit to the attorney general of the state of Idaho any bonds to be issued hereunder after all proceedings for the issuance of such bonds have been taken. Upon the submission of such proceedings to the attorney general, it shall be the duty of the attorney general to examine into and pass upon the validity of such bonds and the regularity of all proceedings in connection therewith. If such proceedings conform to the provisions of sections 33-3801--33-3813, and such bonds when delivered and paid for will constitute binding and legal obligations of such institution enforceable according to the terms thereof, the attorney general shall certify in substance upon the back of each of said bonds that it is issued in accordance with the Constitution and laws of the state of Idaho. When delivered and paid for, any bond bearing upon its back such certificate shall in any suit, action or proceeding involving its validity be conclusively deemed to be fully authorized by sections 33-3801--33-3813 and to have been issued, sold, executed and delivered in conformity with the Constitution and laws of the state of Idaho and shall be deemed to be valid and binding and enforceable in accordance with its terms, and such bonds shall be incontestable for any cause.

33-3812. Separability. If any provision of sections 33-3801--33-3813, or the application thereof to any person, body or circumstances shall be held invalid, the remainder of the act and the application of such provision to persons, bodies, or circumstances other than those as to which it shall have been held invalid shall not be affected thereby.

33-3813. Construction of act. The powers conferred by this act shall be in addition to and supplemental to, and the limitations imposed by this act shall not affect the powers conferred by any other law, general or special, and bonds may be issued hereunder notwithstanding the provisions of any other such law and without regard to the procedure required by any other such law. Insofar as the provisions of the act are inconsistent with the provisions of any other law, general or special, the provisions of sections 33-3801--33-3813 shall be controlling.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

IDAHO STATUTES
TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 57
DEPARTMENT OF ADMINISTRATION

67-5710. PERMANENT BUILDING FUND ADVISORY COUNCIL -- APPROVAL OF USE OF FUND -- DUTIES OF ADMINISTRATOR OF PUBLIC WORKS.

There is hereby created in the division of public works a permanent building fund advisory council which shall be appointed by the governor. This council shall be composed of one (1) member of the senate, one (1) member of the house of representatives, a citizen engaged in the contracting business, a citizen engaged in the banking business, and a citizen who is a member of the business community not engaged in contracting or banking. The senate member and house of representative member shall be appointed for a fixed term of two (2) years. All other council members shall be appointed for a fixed term of three (3) years. The terms of office of members of the council holding office prior to July 1, 1996, shall expire on the following dates: contracting business member on July 1, 1996; senate member and house of representative member on December 1, 1996; business community member on July 1, 1997; and banking member on July 1, 1998. On or after July 1, 1996, the governor shall appoint members of the council as terms of existing members expire. All members of the council shall serve at the pleasure of the governor. The administrator of public works and the responsible heads of the agencies for which appropriations for construction, renovations, remodelings or repairs are made pursuant to chapter 11, title 57, Idaho Code, shall consult, confer and advise with the permanent building fund advisory council in connection with all decisions concerning the administration of these appropriations and the planning and construction or execution of work or works pursuant thereto. The approval of the permanent building fund advisory council shall be a condition precedent to the undertaking of planning or construction. The administrator of public works is hereby directed to work in close cooperation with the responsible heads of institutions and agencies for which appropriations are made herein and no building proposals shall be approved by the administrator of public works nor any planning or work undertaken by that officer pursuant to these appropriations without the prior approval of the responsible chief officer of the institutions and agencies for whom appropriations are made herein.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

IDAHO STATUTES
TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 57
DEPARTMENT OF ADMINISTRATION

67-5711C. CONSTRUCTION OF PUBLIC PROJECTS -- COMPETITIVE SEALED BIDDING. (1) All construction contracts for public works shall be awarded to the lowest responsible and responsive bidder after receipt of competitive sealed bidding except as otherwise provided in sections 67-5711B, 67-5711D and 67-5713, Idaho Code.

(2) An invitation for bids shall be issued and shall include a project description and all contractual terms and conditions applicable to the public works.

(3) Adequate public notice of the invitation for bids shall be given at least fourteen (14) days prior to the date set forth therein for the opening of bids. Such notice shall include publication at least fourteen (14) days prior to bid opening in a newspaper of general circulation in the area where the work is located.

(4) When prequalification is deemed in the best interest of the state, competitive bidding procedures shall be open only to licensed public works contractors that meet preliminary supplemental qualifications. The solicitation for bids in a prequalified bidder public works project shall consist of two (2) stages, an initial stage for identifying prequalified contractors, either prime or specialty contractors, followed by a stage during which bid prices will be accepted only from prequalified contractors. Notice of the prequalification stage shall be given in the same manner that notice of open competitive bidding is provided. Prequalification standards must be premised upon demonstrated technical competence, experience constructing similar facilities, prior experience with the state, available nonfinancial resources, equipment and personnel as they relate to the subject project, and overall performance history based upon a contractor's entire body of work. Any request for qualifications must include the standards for evaluating the qualifications of prospective bidders. Licensed contractors desiring to be prequalified to bid on a project must submit a written response to a request for qualifications. After a review of qualification submittals, licensed contractors that meet the prequalification standards shall be notified. Thereafter, bids may be solicited from contractors that meet the prequalification standards. The department may promulgate rules or develop procedures to implement the prequalification process.

(5) Bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as may be specified by rules, together with the name of each bidder, shall be entered on a record and the record shall be open to public inspection. After the time of the award all bids and bid documents shall be open to public inspection in accordance with the provisions of sections 9-337 through 9-347 and 67-5725, Idaho Code.

(6) With respect to a project having a written cost estimate of greater than twenty-five thousand dollars ($25,000) but less than the public works limit established in section 67-5711, Idaho Code, the agency, if it does not perform the work with existing physical plant staff, must award a written contract to the lowest responsible and responsive bidder after soliciting at least three (3) documented informal bids from contractors licensed in Idaho to perform public works contracts, if reasonably available. Adequate public notice of the invitation for informal bids shall be given at least seven (7) days prior to the date set forth therein for the receipt of the informal bids. Such notice may include publication at least seven (7) days prior to bid opening in a newspaper of general circulation in the area where the work is located; or the agency may

advertise the invitation for bids in appropriate trade journals, and otherwise notify persons believed to be interested in the award of a contract. Informal bids must be submitted by the contractor in writing in response to a prepared written document describing the project's scope of work in sufficient detail so as to enable a contractor familiar with such work to prepare a responsible bid. Nothing herein exempts an agency from the responsibility of utilizing formal plans and specifications if the work involves the public health or safety as described in chapters 3 and 12, title 54, Idaho Code. The agency must document receipt of the informal bids in the project file.

(7) Any personal property including goods, parts, supplies and equipment which is to be supplied or provided by a state agency for use in any public work, project, or preventive maintenance programs, whether the public work, project, or preventive maintenance program is constructed, undertaken or performed by agency in-house personnel, or by delegation pursuant to section 67-5710A, Idaho Code, or otherwise provided or supplied by the agency to a contractor, the personal property, goods, parts, supplies or equipment supplied or provided by the agency must be purchased or procured by the agency through the division of purchasing in accordance with the Idaho Code.

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INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

Idaho State University (ISU) requests approval to release a Request for Proposal to purchase an Enterprise Resource Planning (ERP) system.

REFERENCE

April 20, 2006	Update on the status of Idaho State University (ISU) computing systems.
October 17, 2005	Approval granted to develop two Requests for Proposal: (1) to purchase a replacement hardware and operating system; and (2) to convert existing software to run on a UNIX- based system.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.

BACKGROUND

ISU was recently informed that the HP platform of the current system will now be supported by HP and/or third party vendors through 2010. This is a four-year extension of their original date. Therefore, ISU has decided to abandon migration plans approved by the Board in October 2005, and make every effort to move directly to a new ERP system.

ISU hired Eagle Consulting to assist in creating a list of system requirements, an estimate of the total cost of ownership, and a request for Proposal (RFP).

DISCUSSION

Through a series of meetings with campus stakeholders, system requirements have been identified, and a final RFP will be complete before the Board meeting June 15, 2006.

A copy of the DRAFT RFP is included.

An estimate of total cost of ownership has been provided to the Board office. Preliminary estimates place the total cost of the ERP project at approximately $15 million (the actual dollar value of this specific RFP will be much less, as it will include only software and some implementation services for the ERP, excluding hardware, auxiliary software, implementation services, facilities, and staffing).

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY - continued

ISU is requesting permission to release the RFP for bid by July 1, 2006. In discussions with State Purchasing Manager Mark Little, this should allow a contract to be issued no later than January 1, 2006. This timeframe would allow the three years required for successful implementation, before support of the current system expires in 2010.

Any significant delays in this schedule will put the project at risk and force reconsideration of an interim and costly migration.

IMPACT

A new system will provide increased integration and functionality and allow ISU to be in compliance with the recommendation by the Northwest Commission on Colleges and Universities accreditation report that ISU improve its data integration.

Moving directly to an ERP system will save ISU an estimated $1.5 million and allow the university to realize more immediate benefits from a new information system, versus an interim migration that brings no new integration or functionality.

ATTACHMENTS

Attachment 1 - DRAFT RFP Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed the draft RFP, and it appears to be extensive and comprehensive in its scope. The university has a distinct need for a new campus IT system, as the existing hardware and software has lost significant functionality. The university will not incur any cost by issuing the RFP. Staff has reviewed the university's estimated total cost of ownership and does not have any concerns about the numbers presented.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University to release a Request For Proposal for an IT enterprise resource system by July 1, 2006.

Moved by_____ Seconded by_____Carried Yes____ No____

1DRAFT 3

5/24/06

Idaho State University

Request for Proposals

FOR

ERP Business Applications and Ancillary Software

Proposals Due: August 31, 2006

Issued By

Austin R. Carter

Senior Buyer

Idaho State University

Date

June 5, 2006

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Section 1 - General Information

1.1 Introduction

Idaho State University (hereafter also referenced as the University or ISU) is soliciting proposals for the purchase and implementation of an ERP integrated suite of software products from a single vendor, to support enterprise wide administrative functions.

Idaho State University is a major regional four-year research-intensive, doctoral institution. Its main campus is in Pocatello, but it also has major outreach Centers in Idaho Falls and Boise. ISU also serves students in more rural Idaho communities through distance-learning opportunities as well as a network of outreach centers in Coeur d'Alene, American Falls, Blackfoot, Soda Springs and Preston via compressed and IP audio/video technology.

Enrollment in the University's seven colleges and graduate school increased from 7,000 in 1985 to 14,000 in 2005. The Idaho Falls campus has about 2,400 students. The Boise Center has about 435 students.

ISU is the state's designated lead institution for health-professions education. Since 1985, enrollment in the College of Health Professions has increased more than 288 percent. ISU also has Idaho's only College of Pharmacy, where enrollment has increased nearly 183 percent since 1985.

In 2005, ISU had an operating budget of $254 million. It has 1,781 benefited employees, faculty and staff.

ISU offers 281 certificate and degree programs in a broad range of programs, from automotive technology to nuclear science and engineering. Students can choose from 57 certificate, 68 bachelor's, 55 master's and 15 doctoral programs, among others.

Idaho State University operates joint academic programs with the University of Idaho in Idaho Falls. ISU is the lead administrative campus for SIS functions with back end interfaces that transfer student records to the University of Idaho.

Idaho State University also extends services through the Health Professions and Pharmacy programs at the Boise center.

This document will define the scope of the work to be performed, the requirements the vendor must address, how to respond to this Request for Proposal (RFP), and the administrative requirements that must be followed.

It is critical for the respondent to clearly describe how the proposed solution meets the requirements, what value-added functionality the proposed solution provides, what features require code modifications or customization, and what requirements cannot be met.

1.2 Definitions

The following definitions are meant to supplement the definitions found in sicommnet solicitation document, <u>State of Idaho Standard Terms and Conditions</u>, <u>State of Idaho Solicitation Instructions To Vendors</u>, and <u>State of Idaho Special Terms and Conditions For Customized Software And Related Services</u>.

Acceptance – A notice from the State to the Contractor that the **Software** or **Property** has satisfied its Acceptance Tests.

Acceptance Tests – The tests that are conducted using the Acceptance Test Script, as applicable, to determine there are no Failures for 90 (unless otherwise specified) consecutive days, that must be satisfied before Acceptance can occur, and that are incorporated herein by this reference.

Acceptance Test Script – The script or process that is produced by the State (or produced by the Contractor and approved by the State), that describes how the Acceptance Tests will be performed, and that is incorporated herein by this reference.

Accounting Period – Sunday through Saturday.

Agreement – Reference State Of Idaho Standard Terms And Conditions.

Bid – Reference State of Idaho Instructions to Vendors.

Bidder – Reference State of Idaho Instructions to Vendors. Interchangeable with 'proposer.'

Confidential Information - Reference State Of Idaho Standard Terms And Conditions.

Contractor – Reference State Of Idaho Standard Terms And Conditions.

Evaluated – Bidder shall assume that all specifications contained within this solicitation, and the bidder responses to those specifications, will be evaluated and scored. If a specification contains the word "Evaluated", that specification may be scored at a higher value than other specifications.

Failure – A failure by the Software or **Property**, in whole or in part, to conform to the Specifications and other criteria established by User.

Hardware – Property required for the execution of Software instructions.

Implementation Plan (or Project Plan, or Work Plan) – The plan which will be agreed to by the parties, which describes the schedule for this project and responsibilities for certain tasks to be performed in connection with this Agreement, and which will be incorporated herein upon its completion.

Installation Date – The date on which installation of the Software and/or Hardware or **Property** is completed and the Software and/or Hardware or Property is certified by the Contractor as ready for testing.

Installation Site – The address where the Software and/or Hardware or Property is to be installed, as designated by the State.

In Writing or Written Notice – Any letter or memo sent via fax, U.S. Postal Service, United Parcel Service, FedEx, or via e-mail.

Invitation to Bid (ITB) – Reference State of Idaho Instructions to Vendors.

Mandatory - Where a specification states that compliance is mandatory, non-compliance will result in immediate disqualification and no further evaluation of the proposal will occur. The State reserves the right to determine what is a mandatory specification or requirement. The State reserves the right to determine whether the proposal meets the specifications stated within this solicitation.

Mandatory/Evaluated – Where the words "Mandatory/Evaluated" occur regarding a specification within this solicitation, the bidder shall provide the functionality being requested. To not do so shall render the proposal "non-responsive", and no further consideration will be given to the proposal. "Evaluated" means that the State will evaluate the mandatory functionality required. Proposals offering the "best fit" within the State's required IT environment, will receive higher scoring for the mandatory requirement.

Most Favored Nations – Whereas Idaho State University and the State of Idaho assume that each potential bidder will, in good faith, offer the goods and services at the comparable cost structure that has been offered to other similar institutions. As well, that bidders will offer a best scenario pricing structure as compared to other similar installations.

Must, Shall, Will - Where the words "must", "shall", or "will" occurs, the words declare a mandatory requirement or specification upon the bidder. Failure to meet the mandatory requirement or specifications will deem the proposal non-responsive.

Normal Operation Hours – Unless otherwise stated, the normal operating hours of the State are to be considered to be 8:00 a.m. until 5:00 p.m. Mountain time, Monday through Friday, with the exception of State holidays.

Offeror – Reference State of Idaho Instructions to Vendors.

Property - Reference State Of Idaho Standard Terms And Conditions.

Proposal - Reference State of Idaho Instructions to Vendors.

Public Agency - Has the meaning set forth in Idaho Code §67-2327. The term generally refers to any political subdivision of the state of Idaho, including, but not limited to counties; cities; school districts; highway districts; and port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho.

Public Records - Reference State Of Idaho Standard Terms And Conditions.

Purchase Order - Reference State of Idaho Instructions to Vendors.

Response Time – The time within which the software responds to State actions as part of the **Acceptance Tests** and during the **Warranty Period**. Following are definitions for specific **Response Time** measurements which apply to the **Software**:

Responsible Bidder - Reference State of Idaho Solicitation Instructions To Vendors Clause 6, "Determination of Responsibility".

Responsive Bidder - A bidder that has submitted a timely proposal or offer that conforms in all material respects with the submission and format requirements of the solicitation, and has not qualified or conditioned their proposal or offer.

Request for Proposal (RFP)- Reference State of Idaho Instructions to Vendors.

Schedule – The schedule of tasks to be performed by the parties, as described in the **Implementation Plan**.

Software – The source code version of the computer software licensed or owned as created by Contractor for the State, and specified in the RFP. **Enhancements** will be considered as **Software** when provided to State under the **Maintenance Agreement**.

Solicitation - Reference State of Idaho Instructions to Vendors.

Specifications – shall include the following:

State Specifications – Those specifications of the property being procured as defined in the **RFP** and all amendments to the **RFP** and **Agreement**.

Contractor Specifications – Contractor's published and periodically updated specifications for the **Software**, the **Documentation**, the **Response Times**, and any additional requirements as called for by the **RFP** or **Agreement**.

State - Reference State Of Idaho Standard Terms And Conditions or State of Idaho Instructions to Vendors. State may be used interchangeably as a term for the ordering agency of the State.

State Data – All data provided by and pertaining to the State or its Affiliates (Agencies).

Time – All references to time refer to local Mountain time in Boise, Idaho.

Vendor - Reference State of Idaho Instructions to Vendors.

Warranty Period – Unless otherwise stated by the **State Specifications**, a one year period for the **Software** beginning after **Acceptance**

Working\Business Calendar Day - Monday through Friday, except for legal Holidays observed by the State of Idaho.

1.3 Project Funding

Idaho State University desires to replace an aging server platform, aging data base platform, core ERP applications, as well as other business applications that will be displaced by a change in technology.

In anticipation of this project, Idaho State University has obtained approval to assess an additional Student Technology Fee to support this project and support the replacement of other administrative systems.

The final project budget, bonding (if needed), and terms of the student fee assessment will be determined by projected costs of this proposal, cost of hardware, and other proposals for related applications that will need to be replaced.

Upon acceptance of a multi year replacement strategy for all displaced applications, ISU anticipates adopting a comprehensive budget including a revenue plan to fund the project.

1.4 Anticipated Schedule

Assuming a successful procurement process, ISU anticipates completion of evaluations, awards, and contracts by December 31, 2006 with implementation activities commencing in January, 2007.

We plan to remove the current technology platform by December 2010 necessitating replacement and full implementation of all business applications hosted in that environment by that time.

Section 2 - Current Environment

2.1 Current Technology Environment

2.1.01 Existing Software Applications

Accounting / General Ledger Systems

- Automated Check & ACH Reconciliation with Bank
- Central Property Inventory Management
- Check Production for Individuals and Vendors
- Credit Memo Processing
- Encumbrance Processing
- Financial Investment / Endowment Tracking
- Fiscal Year Rollover Process
- Fixed Asset Management
- General Ledger Management
- Grants/Contracts Accounting Management
- Interdepartmental Bill Processing
- Invoice Processing
- Perkins Loan Software Interfaces w/ Vendor (ECSI)
- Purchase Card Reconciliation Processing
- Receipt Processing
- Refund Processing
- Self Service for Faculty/Staff via Web Portals: Purchase Requisition Entry/Update/Workflow/Status Inquiry, Purchase Order Status Inquiry, Account Permission Management, Monthly Financial Statements, Account Balances, Transaction Detail (current month), Central Property Inquiry & Control Forms, Equipment Maint Contract Info
- Travel Requisition, Advance & Reimbursement Processing
- Vendor Name, TIN and Address Management
- Year End Report Processing for 1099s, 1042s and other IRS reporting

Alumni / Advancement / Development Software (Viking)

Student Athletic System

- Academic Progress Monitoring - Web
- Book Purchase Management
- Financial Aid Interface for Aid Coordination
- NCAA Compliance Assistant Interface via XML - Web
- Scholarship Management
- Student Fee Interface for Scholarship Processing
- Student Information Interface for Athlete Monitoring
- Team Roster Production

Budget Book Management

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- Accounting Interface for Annual Budget Creation
- Budget Transfer Processing
- Faculty & Exempt Staff Employee Contract Production
- Fiscal Year Rollover Process
- Paradox Interface Thru ODBC for Report Production

Bengal Card System Processes

- Bengal Card Management (Diebold / CBORD)
- HR & Student Information Interfaces for Access & Privilege Control
- Reed Gym Access - Web
- Self Service via Web Portals: Monitor Card Status & Access Privileges, Manage Addresses, View Student
- Picture, Monitor Food Service Meals & Points

Information Technology Services Bill Processing

- Accounting Interface for interdepartmental billing

Commuter Bus Management

- Bengal Card Interface for Bus Card Creation
- Student Fee Interface for Cash Management

Career Development Tracking

Computer User Account Management

- Automated Account Creation for Students
- F/S Tools Portal Access & Application Security Management
- Self Service via Web Portals: Account Monitoring & Renewal, Password Management
- Student Fee Interface for Cash Management
- Student Info, Bengal Card & HR Interfaces for Service Authorization

Livelink/Docman Imaging & Enterprise Report Mgmt (OpenText)

Financial Aid Management

- Automated Direct Loan Processing
- Automated ISIR Management Interface
- Award Modification & Acceptance - Web
- Document Tracking with Image-Enabled Document Processing
- EDExpress Interfaces with Dept of Ed Processor
- General Loan Management
- Image-Enabled Record Management Applications
- Packaging (Automated & Manual)
- Scholarship Management

- $ Self Service for Students via Web Portals: Application Status, Awards, Disbursements, Loan Status, Document Requests, Estimated Cost of Attendance
- Student Communications via Email: Award Notice, Document Requests, Other Notices, Finaid News, etc.
- Student Fee Interface for Award Disbursement Management

Foreign Language Lab Usage Tracking

Graphic Arts Bill Processing

- Accounting Interface for interdepartmental billing

Graduate School Management

- Program of Study Management

Help Desk Management

- Information Technology Services (hereafter referred to as "ITS") Billing System Interface for interdepartmental billing
- IP Address Management - Web
- Laptop Checkout Management - Web
- Operations Work Order Processing - Web
- System & Account Management (w/ Security Email)
- System/Account/Group Management (w/ security email)
- System Interfaces to Student and HR Info
- Test Scanning, Grading and Reporting

Hazardous Materials Tracking

Library Interfaces with University Systems for Services Authorization

Event Tracking and Holt Arena Labor Management

Physical Plant Systems

- Accounting Interface for interdepartmental billing
- Building / Room Schedule, Capacity & Equipment Inquiry - Web
- Facility Inventory Management
- General Maintenance Work Order Management
- Key / Door Access Tracking
- Motor Pool Management
- Preventive Maintenance Work Order Management
- Stores Inventory Management
- System Interfaces with Third Party Software

Web Portals System Management

- Faculty/Staff Tools Portal - Web
- MyISU Student Portal - Web
- Portal Queuing System - Web
- Student Interface for Ordering Books Online - Web

Telecommunication / Network System Management

- Accounting Interface for interdepartmental billing
- BengalNet Services Management
- Faculty / Staff Telephone Directory (printed, web)
- IP Address Management - Web
- Print Media Usage Tracking and Bill Processing
- Telecom Bill Processing
- Telecom Call Costing Management
- Telecom PBX Management
- Telecom Work Order Management

Project Management System

Post Office Usage Tracking & Bill Processing

- Accounting Interface for interdepartmental billing

Human Resource/Payroll Systems

- ACH File Transfer for Auto Deposit to Clearinghouse
- Adjunct and Affiliate Employee Management
- Annuity Tracking
- Bi-Weekly Payroll Processing
- Budget Book System Interfaces for Data Updates
- College Work Study Interface w/ Financial Aid
- College Work Study Budget Control Processing
- Computer User Tracking System Interface for account creation
- Credit Union Interface for employee requested transfers to savings, etc.
- Departmental Time Entry System
- Employee Benefits Management
- Employees Evaluation Tracking
- Employment Change and Action Management
- Faculty Degree Tracking
- Faculty Profile Management
- Flexible Spending Account Interface (Hunt, Dupree, Rhine & Assoc.)
- General Ledger Interface for Account Management
- Insurance: Blue Cross of Idaho Interface
- Insurance: Delta Dental Interface
- Nationwide Investment Services Deferred Comp Interface (PEBSCO)
- Self Service for Employees via Web Portals: Inquiry of Gen Info, Deductions, Insurance,

Sick/Vacation/Comp, W-4 Information, Multi-Pay Period Pay Stubs, Multi-year W-2 Form, PDF Fill-in Forms

- Social Security Admin & Idaho Tax Comm. Interface for W-2 Info
- State Controller Information System Interface (EIS)
- State Dept of Labor Interface
- State Dept of Health and Welfare Interface
- State Retirement System Interface (PERSI)
- Student Info System Interface for Student Eligibility Verification
- Supplemental Life Deduction Report
- TIAA/CREF Retirement and Tax Shelter Interface
- Unemployment Insurance Report to State
- VALIC Retirement and Tax shelter Interface
- W-2 Processing
- W-4 Processing and Management

Public Safety Parking & Ticket Management

- Parking Privileges Renewal Processing for Employees
- Student Fee Interface to Student Billing for Unpaid Tickets
- Student Information & HR Interfaces for Services Authorization

Student Housing Management

- Monthly Billing
- Room Management including wait lists
- Student Fee Interface to Student Billing for Unpaid Charges
- Student Fee Interface for Cash Management

Student Employment Tracking

Student Fee System

- Cashiering Functions
- Change Check Processing
- Class Fee Management
- Financial Aid Disbursement & Auditing
- In Person Credit Card Payment Processing
- Late Fee Processing with Override Capability
- Loan Management: Direct
- Loan Management: Non-Direct
- Loan Management: Student Fee
- Outside Agency & Contract Management
- Receipt Processing
- Self Service for Students via Web Portals: Inquiry of Fees, Awards, Charges; Submission of Student Insurance Waiver
- Student Bill Processing
- Student Fee Assessment Processing for Multiple Structures based on Student Type, College, Program, Course

- Type, Campus, Consortium Agreements, Vendor Contracts
- Student Information Interface to hold student transcript for unpaid charges/tuition/fees
- Student Insurance Processing
- Student TranPay Processing (payment of tuition/fees from awards)

Student Information Systems

- Academic Skills Tracking & Reporting
- ACT/SAT Tape Import Processing
- Address Verification Thru AccuZip
- Admission Application: Continuing Students - Web
- Admission Application: Foreign Students - Web
- Admission Application: Graduate Students - Web
- Admission Application: High School Students - Web (ECP)
- Admission Application: Non Degree Seeking Students - Web
- Admission Application: Professional Development - Web (ICEE)
- Admission Application: Undergraduate Students - Web
- Admission Processing: Academic
- Admission Processing: College of Tech
- Admission Processing: Continuing Ed
- Admission Processing: Foreign Students
- Admission Processing: Graduate Students
- Admission Processing: Online Credit Card Payment of Application Fee
- CEU Credit Management
- Class List with Student Pictures - Web
- Class Scheduling for Multiple Start/Stop Dates
- Class Search, Advanced - Web
- College of Tech Student Follow-up Tracking System
- Document Tracking & Imaging
- Foreign Student Federal System Interface via XML (SEVIS)
- High School Transcript Evaluation Processing
- Idaho Falls: ISU / University of Idaho Seamless Integration
- Management of Students who are Veterans
- Placement Test Software Interface Processing (Compass)
- Plus and Minus Student Grading
- Registration Data Snapshot Management
- Registration Processing: Academic - Web
- Registration Processing: College of Tech
- Registration Processing: Continuing Ed - Web
- Registration Processing: Professional Development - Web
- Registration Processing: University of Idaho - Web
- Room Scheduling Management
- Self Service for Students via Web Portals: General, Registration, Address Change, Admit Status, Class Schedule, Report Card, Transcript, University Card, Transfer Credit Evaluation, Programs of Study, Class Interest List, Transcript Request & Verification with link to National Student Clearinghouse
- Self Service for Faculty via Web Portals: Room Schedule / Configuration / Equipment Inquiry, Class List Production (five types including one with pictures), Prerequisite

Checking, Email Distribution for one student or entire class, Departmental Course Reports, Student Advising Information, Grade Entry, Course Scheduling Management, Athlete Academic Progress Monitoring, Student Confidentiality Inquiry, Academic Department Interest List Reports, Non-Course Room Scheduling

- Student Athlete Full-Time Credit Control
- Student Grade Entry - Web
- Student Grade Processing
- Student Health Medical System Interface (MARS)
- Student Petition Tracking
- Student Recruitment System (EMAS)
- Student Telephone Directory Management (printed & web)
- Student Transcript Management
- WebCT Interface

Software Site License Management

Speech Pathology Services Tracking

Student Support Services (TRIO) - Web

Student Union Preventive Maintenance Work Order Tracking

Student Election / Survey Management - Web

Teacher Education Tracking / Program of Study

Tape Library Management

University Contact Log Management

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2.1.02 Hardware and Systems Software Environment

The Hardware environment at ISU centers around HP3000 hardware. Most of the application, run in this environment (details below). There are other Servers that host applications such as the Library System. However, in-house programming is accomplished in the following HP3000 environment.

HP3000 Hardware:

Production Server:

Type: HP-e3000

CPU: Four 440MHz (HP PA-RISC technology)

RAM: 16GB

Disk: HP VA7100 Disk array (fiber channel) with ten 36GB disks

Tape: Two DDS4 DAT tape drives for backup

Development Server:

Type: HP-e3000

CPU: One 110MHz (HP PA-RISC technology)

RAM: 640MB

Disk: Two internal 18GB disk drives

Tape: One DDS4 DAT tape drive for backup

Operating system on both servers is MPE/iX 7.5, powerpatch 1.

Development Environment:

Database: HP TurboImage and KSAM

Programming Languages:

Cognos PowerHouse Application Development Toolset (version 8.49D1).

HP COBOL-85

While the "Hardware" will be purchased separate from this RFP, it is desirable for each respondent to suggest the "right size", and/or any updates our equipment may require to properly accommodate the platform of successor. It will be assumed that a list of equipment, necessary for function, will be made available for ITS to evaluate during the RFP process. Respondents must include or indicate any minimum requirements for operation. ITS staff will be available for consultation on existing equipment. The list of updated equipment should be included in the response to this RFP, and/or agreed upon prior to any award.

2.1.03 Communication and Systems Software Environment

ISU is a multi-homed BGP routed network peering with the University of Utah (UEN) network and Syringa Networks via diverse Cisco 7507 routers/equipment and paths. Both Commodity and Internet2 access are supported. ISU uses a 11Mbp/s connections to Syringa Networks and a 45Mbps connection to the UEN. Internet connectivity is configured so that if one link goes down, traffic will automatically route over the others' connection.

The core network backbone is comprised of (2) Cisco 6509 switches with redundant Sup720 processors. (2) 1Gbps ports connect the two switches.

Connectivity to the ISU network may be accomplished in a number of ways:

- ISU has a network backbone comprised of 266 strands of multi-mode fiber optic cable, interconnecting academic and administrative buildings. The backbone is configured in a star topology. Each of the two 6509 switches serve geographically co-located buildings (Upper campus & lower campus.) Each on-campus building is connected to the core via 100Mbps Ethernet. The backbone supports a combination of 10Mbs, 100Mbs and 1000Mbps Ethernet connections.
- ISU supports a 802.11b wireless network in academic buildings and dorms with direct connection to the ISU backbone.
- ISU supports 256kbps DSL to dorm subscribers with direct connection to the ISU backbone.
- ISU supports numerous off-campus sites (remote campuses, outreach programs, and K-12 school districts) with data communications connectivity using a combination of dedicated circuits, frame relay, and ATM facilities.
- ISU provides remote PPP dial-up connectivity to faculty, staff, and students via Cisco AS5300 and 5400's, configured with V.90 modems.

Summer 2006 ISU Networking/Telecommunications will be upgrading all edge switches by replacing Cisco 1900 & 2900 switches with Cisco 3750 & 2960 switches. The upgrade will facilitate enabling VLAN and QoS support as well as SSH.

ISU utilizes a combination of network management applications including Cisco Works, Cisco WLSE, Orion, MRTG, SmokePing Nagios, FlowTools, NetDisco and Allot NetEnforcer to manage, monitor and gather statistics.

http://www.isu.edu/departments/netel/images/isubackbone.gif

http://www.isu.edu/departments/netel/images/isuwan.gif

Section 3 - Proposal Requirements

3.1 Overview

Proposal Requirements and Special Terms and Conditions

The State of Idaho Terms and Conditions are located on the web at: http://www.sicomm.net/Public_WWW/index.html

These Special Terms and Conditions are in addition to those found in the sicommnet solicitation document, State of Idaho Standard Terms and Conditions, State of Idaho Solicitation Instructions To Vendors, and State of Idaho Special Terms and Conditions For Customized Software And Related Services (if applicable), and particular to this purchase. Where conflict occurs, these Special Terms and Conditions shall take precedence.

3.2 Length of the Contract and Renewals

The initial term of the contract will be for one (1) year. After that, the software licenses and maintenance will be renewed on an annual basis.

3.3 Withholding Payments

State shall have the right to withhold payments to Contractor, in whole or in part, to the extent Contractor fails to perform its obligations set forth in this Agreement.

3.4 Reductions in Payments Due

Amounts due State by Contractor, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by State from any money payable to Contractor pursuant to this Agreement.

3.5 Cover

If, in the reasonable judgment of the State, a default by the Contractor is not so substantial as to require termination, reasonable efforts to induce the Contractor to cure the default are unavailing, and the default is capable of being cured by the State or by another resource without unduly interfering with continued performance by the Contractor, the State may provide or procure the deliverables or services reasonably necessary to cure the default, in which event the Contractor shall reimburse the State an amount equal to the difference between Vendor's charges for such Deliverables or Services and the reasonable cost of the deliverables or services. In addition, Contractor must cooperate with these resources in allowing access to the Deliverables. Execution of such remedy shall in no manner affect Contractor's warranties and guarantees.

3.6 Responsibility to Read and Understand RFP

Each Respondent responding to this RFP will be held to have read and thoroughly examined this RFP. Failure of the Respondent to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor shall such failure be a basis for claiming additional compensation.

3.7 Submission of Proposals

This solicitation is issued by the Division of Purchasing via sicommnet. The Division of Purchasing is the only contact for this solicitation. **Written questions and request for qualifications shall be submitted via email to** (All Proposals shall be formatted in MS Word or Excel.):

Proposals shall be submitted to:

Gregory Lindstrom, CPPB

IT Purchasing Officer

State of Idaho, Division of Purchasing

E-mail: gregory.lindstrom@adm.idaho.gov

Note: QUESTIONS MUST BE RECEIVED VIA EMAIL BY 2:00 P.M. MOUNTAIN TIME ON THE SCHEDULED DUE DATE.

It is the sole responsibility of the Respondent to ensure that it's proposal arrives at the proper place and on time. Proposals received after the specified date and time will not be accepted.

Upon proper written application, the bidder may withdraw a proposal at any time up to opening. No modifications will be permitted once a proposal has been submitted. Proposals shall be valid for at least 180 days after the proposal.

3.8 Vendor Notifications

Prior to the closing and opening of the solicitation, all vendor notifications will be release in sicommnet as amendments. All questions submitted will be answered via amendment for all bidders review.

3.9 Bidders Conference

A Pre-proposal conference will occur on: July 18, 2006 at Idaho State University. Written inquiries and challenges to specifications received prior to and questions raised during the conference will be discussed. While attendance is voluntary, all bidders are highly encouraged to attend in person.

3.10 Questions and Clarification

All questions must be submitted in writing by email to:

Gregory Lindstrom, CPPB

IT Purchasing Officer

State of Idaho, Division of Purchasing

E-mail: gregory.lindstrom@adm.idaho.gov

Contact with other personnel or consultants concerning this procurement is strictly prohibited.

The due dates for these questions are listed in Section 5 All questions and answers will be posted on the State of Idaho SicommNET registered respondents are responsible for accessing this information.

3.11 Basis of Award

It is the Universities intention to award a contract based on the information contained within the proposals received, the evaluation of the proposed products and solution, as well as information obtained from other sources.

The University reserves the right to accept or reject any and/or all proposals and to award a contract which the University considers the most advantageous to the State and its citizens.

The University reserves the right to make an award without further discussion of the proposal submitted. The proposal should be initially submitted on the most favorable terms the vendor can offer. The respondent shall specifically stipulate that the proposal is predicated upon the acceptance of all terms and conditions required in the Request for Proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to the University.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final contract.

The University may, at its sole discretion, select or reject individual parts of the proposal by the respondent. As part of the evaluation process, the University may find it necessary to add or delete services from the respondent's proposal to make equivalent evaluation comparisons.

Proposals will be evaluated in accordance with predetermined criteria, with clarifications and best and final offers as the University deems necessary. The evaluation process is not designed to award the contract to the vendor of least cost, but rather to that respondent with the best combination of attributes and offerings based upon the evaluation criteria.

Respondents who are eliminated from further competition will be mailed notification by the University as soon as practical.

3.12 Solicitation Cancellation

The University reserves the right to cancel all or part of this solicitation or waive any minor variances and irregularities. In addition, the issuance of this solicitation does not imply any commitment to purchase any products or services from any vendor.

3.13 Amendments

The University reserves the right to change the schedule of this acquisition and to issue written amendments, as deemed necessary or advisable, at any time. Further, the University reserves the right to recall and/or reissue this solicitation.

3.14 Insufficient or Non-appropriation of Funds

In the event that sufficient funds for this project are not appropriated, or are unavailable from other sources, the University reserves the right to cancel, without penalty, the initial contract award resulting from this request.

3.15 Respondent Incurred Expenses

The University shall assume no responsibility for any expenses incurred by a respondent in preparing and submitting a proposal nor any obligation/liability for expenses incurred as a result of cancellation of the solicitation or rejection of all respondent proposals.

3.16 Publicity and News Releases

The respondent or its representatives shall not make any announcements or news releases pertaining to this solicitation of proposals, this project, the selection of proposal or the award of any contract without the prior written approval of the University.

3.17 Interpretation of Specifications

In case of any doubt or difference of opinion as to the true intent of the specifications and requirements contained in the solicitation for sealed proposals, and in the event of any dispute between the parties arising from the contract to be entered thereunder, the decision of the University shall be final and binding upon both parties.

3.18 Proposal Withdrawn

After formal notification by email to the State (see Section 3.10), any respondent may withdraw its proposal at any time before the scheduled closing time for the receipt of proposals.

3.19 Respondent Rights to Modify Proposals

The respondent may provide written requests for modifications or corrections of a previously submitted proposal, addressed in the same manner as the original proposal, if received by the State before the scheduled closing time for receipt of all proposals.

No oral, telephone, or tele-facsimile modifications or corrections will be accepted. Written modifications or corrections submitted after the closing deadline will be rejected. Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened.

3.20 Information Confidentiality

The University reserves the right to retain copies of all respondent proposals (excluding the system and user documentation to be returned to unsuccessful respondents) submitted in response to this solicitation. All respondent proposals shall be open and available for public inspection during regular business hours after an award of contract.

3.21 Informalities

The University reserves the right to waive any informality in proposals, and to reject any or all proposals without further obligation or liability to respondents.

3.22 Time In Effect

Responses and prices quoted are to remain in effect for 180 days after the due date of the proposal and continued until written notice is received.

If deemed to be in the best interests of the parties, the period of time during which terms, conditions and prices quoted in a proposal are to remain in effect for the respondent selected may be extended upon mutual consent of such respondent and the University.

3.23 Contract Negotiations

Idaho State University and the State of Idaho reserve the right to enter into negotiations with those firms whose proposals are deemed most advantageous. The University will award the contract to the respondent whose proposal best serves the interests of the University. The University reserves the right to award a contract to a respondent selected on a basis other than least cost.

3.24 Estimated Requirements and Installations

Respondents are requested to provide details specifying quantities, descriptions and costs of software and requested services. The University is obligated neither to purchase the full quantities proposed by the vendor nor to implement all the system components described. If provided in a separate contract, certain sub-systems, modules or functional components may be made available as options. Further, respondents should indicate any minimum standards or specific compatibility requirements associated with the proposed system.

3.25 Contract Documents

This RFP will result in negotiations for the product and designated services. Negotiation agreement documents shall include the Request for Proposal, Specifications and Addenda, Exhibits, Finalized Contract, Letter of Award, University Purchase Order and the Respondent's Proposal.

This RFP and any amendments, the response and any amendments or exhibits, the letter of award and the University Purchase Order for the successful Software Solutions Vendor shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

3.26 Idaho Law Governs

Any contract awarded shall be deemed to have been made in the State of Idaho and shall be interpreted in accordance with the laws of the State of Idaho.

3.27 Business Requirements

To be eligible for award of this contract, the Respondent must be licensed to do business in the State of Idaho.

3.28 Insurance

The Successful Vendor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in Idaho; (1) commercial general liability; (2) automobile liability; and (3) workers' compensation insurance all covering the Successful Vendor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers' compensation.

The State of Idaho and its agencies, officers, and employees shall be endorsed on the commercial general liability policy as additional insured. The Successful Vendor shall furnish a certificate of insurance and a copy of the additional insured endorsement to the undersigned State representative prior to commencement of this agreement. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the State as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned State representative, and that any attorney who represents the

University under this policy must first qualify as and be appointed by the State Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

The Successful Vendor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the University. Any insurance, self-insurance or self-retention maintained by the University shall be excess of the Successful Vendor's insurance and shall not contribute with it.

Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Successful Vendor.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A" or better by A.M. Best Company, Inc.

The University will be indemnified, saved and held harmless to the full extent of any coverage actually secured by the Successful Vendor in excess of the minimum requirements set forth above.

3.29 Most Favored Nations

The University would expect a respondent, awarded a contract, to offer pricing that is consistent with that of other Universities of the same size.

3.30 Prime Contractor Responsibilities

The respondent awarded a contract will be responsible for any delivery, installation and support services offered in the proposal, whether or not the respondent is the manufacturer or producer of the product or service. Further, the University will consider the selected respondent to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the purchase of the proposed system.

3.31 Non-Assignment of Contract

The contract to be awarded and any amounts to be paid thereunder shall not be transferred, pledged or assigned without the prior written approval of the University.

3.32 Purchase Conditions

The respondent shall obtain and pay for all necessary licenses, permits and related documents that are required for the performance of this project. The respondent shall also file all notices required and comply with all laws, ordinances, rules, regulations and codes applying to the operation of the proposed system and its related equipment. The respondent shall save and hold harmless the State of Idaho as a result of any infraction thereof. Purchase shall mean all rights and access of any service, hardware, software and/ or knowledge, or any related issue listed herein.

3.33 Patent and Copyright Liability Payments

The respondent and/or its surety shall pay for all royalties, license fees, patent or invention rights or copyrights and shall defend all suits or claims for infringements of any patent or invention right or copyrights involved in the administration of this project.

The respondent and its surety shall hold and save the State of Idaho and its officers, agents and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented invention, process, article or appliance furnished in the performance of the contract including its use.

3.34 Taxes

The respondent shall assume and pay all applicable taxes and contributions (federal, State and municipal) associated with the furnishing and delivery of the item(s) specified.

3.35 Equal Opportunity

The State of Idaho is an equal opportunity employer. No person on the grounds of handicap, disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the Successful Vendor. The Successful Vendor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

3.36 Database Ownership

All records or data input into the proposed system remain the property of the University, without any transfer or reservation of ownership or other rights to the respondent. All terms and conditions for the database will be subject to the terms and conditions of the State of Idaho, including any requirements for HIPAA, FERPA, etc. A successful respondent will be subjected to confidentiality and/or disclosure agreements as allowed by law, and as required by Idaho State University.

3.37 Licensing Expectations

The University has the following expectations related to the licensing of the ERP software:

- The University expects to be billed only for those ERP modules successfully installed, tested and operational and for the respective prorated portion of the annual maintenance contract.
- There will be no increase in license fees or maintenance charges, regardless of the number or extent of CPU upgrades or increases in utilization.
- The University has the right to move the software to any location at any time.
- The University has the right to install the software, at no additional license or maintenance fees, on additional systems for non-production purposes such as training and testing.
- The University will have a perpetual, non-exclusive license to the software, which will survive any sale or transfer of the Respondent's ownership rights.

3.38 Source Code Rights

The Successful Vendor shall agree to deposit one machine-readable copy of the source code for the software with an escrow agent and shall provide the University with the name, address and phone number of the escrow agent. The Successful Vendor will pay all costs of providing and maintaining the source code in escrow, including the fee of the escrow agent. Each time the licensee accepts a modification or enhancement of the software, the Successful Vendor shall add one machine-readable copy of the source code for the modification or enhancement to the source code held by the escrow agent, or shall replace the copy of the source code held by the escrow agent with a machine-readable copy of the source code containing the modification or enhancement. If the Successful Vendor, whether directly or through a successor or affiliate, ceases to maintain and service the current version of the software, the University shall have the right to obtain, for its sole use only, and for use only in maintaining the software, a single machine-readable copy of the then current version of the source code supplied by the Successful Vendor, and a single copy of the associated documentation.

3.39 Indemnification

The respondent agrees to indemnify, save, and hold harmless the State of Idaho (and other non-University users under this contract), its agencies, officers, consultants and employees from and against any and all claims of any nature, including the costs, expenses, and attorneys' fees which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of the University's sole negligence. The respondent also agrees to indemnify, save, and hold the University harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein.

3.30 Acceptance Testing

An acceptance testing procedure and schedule will be negotiated with the Successful Vendor.

3.31 Payment

The payment schedule shall be established in contract negotiations with the Successful Vendor. It shall be tied to delivery, implementation, acceptance testing results, overall performance and final acceptance of the system by the University, and any other milestone or benchmark mutually agreed upon (See 3.23).

3.32 Contractor Charges

The Successful Vendor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Successful Vendor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State agency or the State Auditor or their duly appointed representatives. These financial University documents shall be prepared in accordance with generally accepted accounting principles.

3.33 Right to Terminate Contract

In the event any provisions of the contract are violated by the Successful Vendor, the University will refer to the State of Idaho Terms and Conditions and exercise any and all rights reserved.

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Section 4 - Proposal Evaluation

Proposals will be evaluated based on the criteria in the table below. Proposals will be evaluated in two parts. All Proposals judged to be responsive will be evaluated in Part One. Those vendors who score 1500 weighted points or more will be invited on campus to demonstrate their Product Suite. Only these vendors will continue in the evaluation process.

All proposals must include line item, and total package price for everything included in the proposal, in clear and concise language. This shall include (but not be limited to) any implementation processes that are required for function. As such, best offers will receive preference.

Following selection of the Preferred Vendor, Idaho State University will define a proposed suite of acquisitions to initiate an ERP campus project. Final negotiations between ISU, the State of Idaho, and the proposed vendor may further define the acquisition contract.

4.1.01 Evaluation Criteria	
4.1.02 Part One	Total Points Possible 3,000
Background of Firm	
Higher Ed Institutions of similar size, classification and complexity installed over the last 5 years	
Applicability of the Product Suite	
References	
Part One Sub-Total:	
4.1.03 Part Two	Total Points Possible 7,000
Demonstration of the Product Suite	
Detailed functional evaluation of selected business process areas.	
Cost	
Implementation Process	
On Site Reference Visits	
4.2 Grand Total	**Total Points Possible 10,000**

Section 5 - RFP Schedule

The following table outlines the **tentative** schedule for this RFP. Idaho State University retains the right to adjust the schedule in any manner it deems appropriate.

Activity	Date(s)
Release of RFP to vendors	June 2006
Bidder's conference (can make this a teleconference)	July 18, 2006
Deadline for written questions	July 28, 2006
Responses to written questions completed	August 15, 2006
Due date for Proposals	August 31, 2006
Proposals opened at 2:00 p.m. MST	September 1, 2006
Evaluation of Proposals	September
Selection of Finalists	September
Oral Presentations and Detailed Requirements Evaluation	October
Selection of Preferred Vendor and Contract Negotiations	November
Anticipated Project Start Date	January

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Section 6 - Firm Responses

The responding firm shall complete each section. All responses shall include a yes or no to indicate if the requirement is included in the core proposal, just yes or no is not satisfactory. A written response to the requirement is mandatory, and the response must indicate if the requirement needs additional action to achieve the objective as proposed. Please indicate all costs associated with the offer, and clear pricing of any additional solutions beyond the core proposal. Idaho State University reserves the right to solicit additional references as determined by the evaluators of this RFP.

6.1 Firm Background and Qualifications

Proposal Requirement	Yes / No	Response Page No.
Executive Summary The executive summary should provide a concise description of the Respondent's proposal and should be prepared in a way that it may be read independently of the other detail of the proposal.		
Firm Background and Qualifications The Respondent is to provide an overview and brief history of the firm (including its age, stability, financial viability, etc.), and what uniquely qualifies it for this project.		
Firm Clients Include a list of higher education clients for which the Respondent has implemented similar systems in similar institutions over the past five years.		
Firm References List five references with complete ERP implementations of like size and complexity. List one reference with complete ERP implementation of twice the given size.		

6.2 Description of Services

Proposal Requirement	Yes / No	Response Page No.
Project Management The Respondent must describe its approach and methodology for project management. Include information about overall project management techniques, issue management approaches, quality control, status reporting, meeting facilitation, and staffing.		
Installation and Integration		

The Respondent must describe the services and activities. associated with the initial product installation, integration, and quality assurance methods.		
Business Process Analysis The Respondent must describe its approach to determining how the system can best be used to meet the institution's processing needs and business objectives.		
Implementation Support The Respondent must describe its services related to implementation support including implementation methodology and an implementation plan across modules.		
Reporting, Analysis and Development The Respondents must describe its services associated with reporting, analysis and development services including reports needs analysis, report design, development, testing, utilization of data warehouse and analysis tools, and end user training requirements.		
Customization The Respondent must describe its services and methodology to address any required customization requirements. This section should also describe how application customizations carry forward into future releases of the system.		
Interface Development The Respondent must describe its services and methodology to address the identification and development of standard interfaces for all ERP applications.		
Data Conversion The Respondent must describe its services and methodology to address all data conversion requirements associated with the implementation of all ERP applications.		
Testing The Respondent must describe its approach to testing each application including the development of user acceptance test plans, system testing, and user testing. This should include a recommendation of the system testing environments.		
Training The Respondent must outline its approach to meeting training requirements.		
Post-Implementation Support The Respondent must describe its post-implementation support processes including technical, functional, and operational support.		

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Response to problems The Respondent must describe its response to "bugs" or reported problems with the software, including how fixes are distributed and problems tracked.		
Version Updates The Respondent must include a description of its approach to updating the proposed application suite including typical update schedules.		
User Group Interaction The Respondent must include a description of its current user interaction including any user groups and user input to product development.		

6.3 Technical Response

Proposal Requirement	Yes / No	Response Page No.
Include a detailed description of the recommended hardware configurations for an institution the size and complexity of ISU.		
Include a detailed description of the recommended hardware configurations for an institution twice the size but of the same complexity as ISU.		
Include a recommended database management system and system management tools.		
Include a detailed description of both on-line and batch capabilities for resource intensive functions.		
Include a description of recommended communication and network requirements.		
Include detailed description of ability to interface application with either 3rd party purchased applications or in-house developed systems.		
Include a recommended High Availability Strategy (including the strategy for maintaining a 24x7 environment).		
Include a recommended Disaster Recovery environment.		
Include a recommended Data Security environment.		
Include Performance and Scalability benchmarks (including response time benchmarks) assuming the recommended hardware configuration for the proposed applications and assume enrollment will double during the life of the system.		
Include a recommended description of printer configurations to		

support central and distributed printing.		
Include a recommended environment for Application Development including software development and testing tools.		
Include recommendations for test environments.		
Include recommended staffing levels (both skill set and number) for ongoing system administration and support.		
Include recommended staffing levels (both skill set and number) for ongoing database administration and support.		
Include recommended staffing levels (both skill set and number) for ongoing software application administration and support.		
Include recommended training for proposed environment.		

6.4 Product Description

The proposed systems will be process-driven, with data located in one integrated system. The software must support integrated, enterprise-wide business processes with a goal of eliminating multiple handling of data and increasing accuracy. The system must support an environment of on-line and batch interfaces to external third party applications necessary for the administration of a complex institution.

Proposal Requirement	Yes / No	Response Page No.
Overview Provide an overview of the Respondent's products and the integration of the modules provided for a higher education institution.		
Finance Provide an overview of the proposed Finance components.		
Human Resource Provide an overview of the proposed Human Resource components.		
Payroll Provide an overview of the proposed Payroll components.		
Research Management System Provide an overview of the proposed grant and contract fiscal management components.		
Student Provide an overview of the proposed Student components.		
Financial Aid Provide an overview of the proposed Financial Aid components.		
Data Warehouse Provide an overview of the proposed Data Warehouse components.		

Decision Support Provide an overview of the proposed Decision Support components.		
Reporting and Query Provide an overview of the proposed Reporting and Query tools.		
Tools and Utilities Provide an overview of other proposed Tools and Utilities components.		
Optional Modules Provide an overview of the proposed Optional components.		
Web Portal Provide an overview of the proposed Web Portal components.		
Web Self Service Provide an overview of the proposed Web Self Service components.		
Electronic Document Management Provide an overview of the proposed Document Management Solution including Enterprise Imaging Management and Enterprise Electronic Report Management along with other Document Management activities. Indicate whether this solution is an 'umbrella' solution (i.e. all components supplied by a single vendor) or a 'best of breed' solution (i.e. components may be from different vendors but are certified to work together to provide a seamless solution). Indicate whether the proposed solution can be used only in certain modules or whether it is functional in all modules (e.g. to be able to store budget and enrollment reports as well as image student transcripts, financial aid documents, and payroll time cards). Review how the proposed solution allows for the importing of hundreds of thousands of pages of electronic reports (text) and images (tiff), including indexes, from the Document Management System currently utilized on campus (Document Manager from OpenText/Gauss).		
Workflow Provide an overview of the proposed Workflow components.		
Other Software Provide an overview of other proposed software.		
Software Modifications, Enhancements The Respondent must clearly indicate the extent to which the proposed software product must be modified, enhanced, or supplemented to meet the functional requirements contained in this proposal. If no modifications, enhancements, or supplements are required, the Respondent must state this in this section response. ISU recognizes that additional customization requirements may be identified during analysis and design work sessions; however, best		

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efforts should be made to document all potential modifications as part of this proposal.		
Future Product Direction The Respondent should comment on plans for future product enhancements and projected dates. Proposals that quote software that is not generally available at the time of the bid must clearly state this in its proposal.		
Expected Life of Product Indicate the expected life of the proposed product in the technology environment proposed in this RFP.		
Product License Protection Provide a statement on product license and implementation investment protections that are extended to ISU in the event the product (as represented in this response) is no longer supported by your company anytime in the next 10 years.		

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Section 7 - Functional Requirements

When responding to this section, it is critical for the respondent to clearly describe how the proposed solution meets the requirements, what value-added functionality the proposed solution provides, any costs, what features require code modifications or customization, and what requirements cannot be met.

All responses shall include a yes or no to indicate if the requirement is included in the core proposal, just yes or no is not satisfactory. A written response to the requirement is mandatory, and the response must indicate if the requirement necessitates additional action to achieve the objective as proposed.

Where third party software is used to satisfy a bid requirement, the respondent must explain how the third party Vendor coordinates with the responding software product Vendor to integrate and maintain integration with new product releases from both parties. Pricing for third –party software used to satisfy requirements must be included in the pricing section.

Idaho State University is embarking on a comprehensive replacement of numerous functional business applications. Accordingly, ISU has established the following benchmarks for a proposed solution.

- Data should be electronically captured once, at the earliest point in every process.
- Approved transactions are added to the application database in real time.
- Transactions that have been added to the application database are immediately available to all authorized users to perform their respective business functions.
- Business applications should operate in a web environment with self service available 24/7 for functions serving employees, students, customers, vendors, and alumni.
- Business applications should provide the basis to eliminate redundant data entry, duplicate data bases and departmental shadow systems.

Idaho State University is a state governed institution with a typical higher education mission. However, several academic programs place unique requirements on certain administrative functions.

- **The College of Technology** is part of the University. It offers workforce training and technology programs as well as academic programs. Some courses do not occur during the regular 15 week term. Financial Aid must work with CoT to determine grade level for the purposes of aid awards. Currently, the CoT has its own system for registration that will be integrated in this new system. A unified transcript is just one goal of this process.
- ISU operates joint academic programs with the **University of Idaho** in Idaho Falls. Each campus maintains its own Student Information System, but ISU provides the lead system in Idaho Falls. This practice means that UI courses are listed in ISU catalogs, grades are accepted from UI professors, and fees can vary depending on which courses are taken. A transcript can contain both ISU and UI courses. Back end programs allow each campus to maintain typical SIS records for their students. ISU also provides services to programs at the Boise Center, Twin Falls and at other remote state locations.

ISU has determined that the unique academic programs require unique business applications in:

- Admissions
- Registration and records, institution wide

- Financial Aid and Scholarships
- Tuition/Fee Assessment

In addition, as a state governed institution, unique reporting requirements are present in:

- General Ledger
- Accounts Payable
- Payroll
- Human Resources

Unique requirements are included in each functional area in this section as appropriate.

NOTES:

- This RFP presents the functional requirements in a high level format and these functional requirements include both undergraduate and graduate processes.
- These high level functional requirements are presented by business process area since many functions at Idaho State University emulate the same functions from any higher education institution.
- Idaho State University assumes that several proposed business applications will be capable of implementation "out of the box".
- ISU will likely be able to provide some modification of business processes during implementation.

However, because of unique processes or critical business applications, ISU will examine several business processes in detail by consulting with the Finalist(s)'s technical and functional representative(s) following the on campus demonstration.

This detailed functional review will focus and drill down on specific higher level functional requirements already identified in this document. The Finalist(s) must be capable of responding to each specific requirement and explain in detail how their product will provide this functionality. This information will be provided when scheduling the Product Demonstration(s) for the Finalist(s). ISU will require that the detailed functional review be conducted on campus following the product demonstration.

It is desirable for respondents to detail the costing structure in a comprehensive and understandable format, and to separate costing associated with any expansion from the core ERP being offered. A column is provided in sections 7 and 8 to detail (Yes) if the need is met by the respondents "core" system, and/or a (No) if additional work will be needed to achieve the stated requirement.

At this time, ISU anticipates a detailed review of at least the functional areas listed below.

- Admissions
- Registration and Records
- Financial Aid
- Tuition/Fee Assessment
- General Ledger
- Accounts Payable

- Payroll
- Human Resources

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7.1 Finance

7.1.01 General Ledger

	Requirement identification	Proposal Requirement	YES/NO	Response Page No.
1	Chart of Accounts	Define and maintain organizational structure to support reporting and support other financial Process.		
2	Chart of Accounts / Maintain Accounts	Process of defining and maintaining general ledger chart of accounts.		
3	Chart of Accounts / Control Accounts	Process of defining control accounts and linking them to other chart of account segments.		
4	Chart of Accounts / Reporting Structure	Defines the chart of accounts in a manner that establishes a repository for all reporting purposes.		
5	Chart of Accounts	Define the chart of accounts to support by function (e.g. instruction, research, academic support, physical plant, etc.), in addition to detailed grant, contract, auxiliary and other activities.		
6	Validations	Process to validate accounts, account segments at the source of any transaction.		
7	Validations	Process to validate inter fund activity based upon type of transaction and process being performed.		
8	Journal Entries	Process to record journal entries (manual, reversing, etc.) and to accept transactions from other systems.		
9	Year End Accounting	Process to establish new fiscal year chart of accounts, close current year, and open new fiscal year, incorporating the ability to have multiple fiscal years open.		
10	Encumbrances	Process of encumbering amounts in the general ledger based upon purchases and payroll commitments.		
11	Accrual Accounting	Process to support accrual accounting methodology.		

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12	Online Query & Reporting	Producing standard and ad hoc query or reporting analysis.		
13	Purging records	Process to purge electronic records according to federal, state, and locally specified retention schedules. Purging should be complete deletion, not just removal from search.		
14	**Unique reporting requirements to the State of Idaho.**	**Must be capable of defining new data elements in addition to reporting existing data elements to be exported to ASCII files.**		
15	**State of Idaho: State Appropriations**	**Process to load state appropriations and monitor balances, including encumbrances, payables, billed and unbilled charges.**		

7.1.02 Budgeting

Requirement identification	Description	YES/NO	Response Page No. Page
Budget Development	Process to establish initial budget cycle amount (e.g. % increases, budget responsibility, controls, etc.).		
Grant and Contracts	Process to support grant and contract budgeting functions for multiple fiscal years.		
Position Budgeting	Subsidiary process to support budgeting by position including roll up integration to create a comprehensive institutional budget.		
Budget Transfers	Process to record budget transfers for general ledger and position budgets.		
Budget Forecast	Process of forecasting and modeling of institution budget.		
Budgetary Controls	Process to provide for funds available limitations or warnings at the source of the transaction if spending limits reached.		
Budget Modification	Process to record and track modifications of approved budget.		
Budget Reporting	Various budget reporting and analytical activities.		
Online Query/Reporting	Producing standard and ad hoc query and reporting analysis.		

Self Service	Process to allow access to self service applications via web.		
Budget categories	Budgeting at the budget category level with controls at that level, not just at the account level. Should include options to override budget amount to allow processing beyond the budgeted amount.		

7.1.03 Purchasing

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Requisitions / Self-Service	Process of creating, routing and monitoring purchase requisitions, including an electronic approval/authorization capability.		
Requisitions / Create Requisition	Process to create an electronic purchase requisition that enables creation of an electronic Purchase Order, Request for Information (RFI), Request for Quote (RFQ) and bidding documents.		
Requisitions / Assign to Buyer	Process of assigning requisition to certain employees based upon various criteria such as type of product, volume or attributes developed by the institution.		
Requisitions / Pre-Encumbrance	Process to establish a reservation of funds prior to Purchase order encumbrance processing.		
Purchase Orders / Create PO	Process to create and modify a purchase order for goods or services.		
Purchase Orders / Monitor Status	Process to track the status of purchase order such as ordered, shipped, partially filled, not filled, aging, etc.		
Contract Management	Process where Buyers manage the issuance of contracts to vendors based upon a buy history that includes items, quantities, and dollars by supplier.		
Receiving	Process to receive shipments and match with purchase order and invoice as applicable.		
Receiving / Inventoried Items	Process to support inventory of fixed asset and warehouse items.		
Bid Management	Process of managing bids and quotes for products and services using a bid template that includes the ability to create a purchase order from the bid. Inclusive of RFQ, RFI and RFP process required by procurement rules of the institution.		
Vendor Management	Record and maintain vendor information (name, address, contacts, products or services offered, terms,		

	history, etc.) with ability to cross reference vendor number with taxpayer identification number for multiple addresses and tax reporting. Ability to do ad hoc reporting.		
Procurement Card	Process to accept, analyze, distribute and approve procurement card transactions from third party vendors and integrate into general ledger system.		
eProcurement	Process for the institution and a vendor to collaborate on purchasing process and payment process via internet based applications and create supporting documents.		
Online Query/Reporting	Various reporting capabilities such as open purchase orders, analysis of ordering by vendor, aging, quantity analysis dollars, etc.		
Purging records	Process to purge electronic records according to federal, state, and locally specified retention schedules. Purging should be complete deletion, not just removal from search.		
	The State of Idaho maintains certain contracts that ISU may or must utilize in the Purchasing process that require identification of the contracted supplier.		

7.1.04 Accounts Payable

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Purchase Order / Receiving	Process to match purchase order, receiving documentation and invoices for goods and services.		
Invoices	Process to enter and modify invoices/vouchers for payment.		
Request for Payment	Process to request and record payments where a purchase order has not been initiated.		
Cash Disbursement	Check Writing / Process for creating check payment to vendors and individuals including on-demand single check processing as well as batch processing and posting transactions to the general ledger.		
Calculate Payment	Process of calculating and distributing (to general ledger accounts) payment amounts including discounts, freight, calculation of any taxes.		

Cash Disbursement / ePayment	Process to distribute electronic payments.		
Recurring Payables	Process of setting up recurring transactions or schedule payments for monthly and longer term agreements.		
Credit Memos	Process to record and apply credit memos.		
Encumbrance Accounting	Process to relieve purchase order encumbrance amounts.		
Year End Reporting	Process of year end reporting such as 1099, 1042s, including non-resident alien (NRA) withholding status, and documentation, as well as other IRS reporting.		
Accounts Receivable Refunds	Process to refund credit balances on accounts receivable.		
Imaging	Support for imaging of vendor documents linked to invoice records.		
Financial Aid Disbursements	Process to disburse financial aid to students, which also meets the requirements of disbursement withholding on NRA taxable scholarships and provides capability to reconcile to federal programs on a detail level.		
Online Query/Reporting	Standard reports and analysis capability of payables system such as open item reports, aging and specific vendor detail analysis as well as ad hoc reporting capability.		
Self Service	Process to allow access to self service applications via web.		
Unique Idaho reporting requirements	**Based on vendor invoices, a unique generation of general ledger transactions to reflect accrual and revenue recognition of state funds as well as billing process for State appropriations that tracks billed and unbilled charges.**		
	Reporting of the invoice transactions to the state to support the draw of state funds, as well as the capability to monitor spending against multiple State appropriations by budget category.		

7.1.05 Position Management

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Position Control	Process for position identification data and management information for each position., including NRA		

	documentation and withholding status.		
Budgeting	Process to support budgeting for each position.		
Payroll	Process to support the Payroll function for payroll processing for different employee types (including NRA) and that addresses multiple state tax withholding and multiple location payroll initiation and delivery.		
Human Resource	Process to support the employment functions of human resource management.		
SEVIS	Describe existing and appropriate linkages to SEVIS system for work authorization and work eligibility.		
Online Query/Reporting	Standard reports and analysis capability, including ad-hoc reporting of payroll information.		

7.1.06 eExpense Management

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Travel Requisition, Pre-Approval	Process to request pre-approval for travel and related travel advances.		
Request for Reimbursement	Process to request reimbursement for travel and miscellaneous expenses and related billing process.		
	Process to remit student refunds and change checks via ACH etc.		
Travel Management	Process to deliver travel advances to employees and monitor and bill outstanding balances using ACH.		
Self Service	Process to allow access to self service applications via web.		

7.1.07 Bank Reconciliation

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Bank Reconciliation	Process for the electronic matching (clearing) of checks written and ACH transactions processed for both		

	accounts payable and payroll payments.		

7.1.08 Name and Address

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Vendor Management	Process to support the vendor management function (Purchasing and Accounts Payable).		
Employee Management	Process to support the employee name and address function (Human Resources and Payroll).		
Student Management	Process to support the student name and address function (Student Systems) with appropriate security.		
	Process to recognize various statuses and multiple addresses.		
Customer Management	Process to support the customer function (accounts receivable).		
International Employees and Students	Process to support the recording and reporting of visa status, work visa, work authorization, tax treaty provisions (SEVIS).		
Self Service	Process to allow access to self service applications via web.		
Purging records	Process to purge electronic records according to federal, state, and locally specified retention schedules. Purging should be complete deletion, not just removal from search.		

7.1.09 Tuition and Fee Assessment

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Process to create tuition and fee charges from registration records and tuition and fee rate tables.		
	Process to create new charges or credits based on registration drop and activity.		
	Process to interface and pass transactions to student accounts receivable.		
	Process to create a tuition and fee invoice from transactions including options for overrides and		

	adjustments.		
	Process to accommodate advance payment of student tuition and fees (full and partial payments).		
	Process to copy tables and routines by semester.		
	Process to accept payment to create credit in student account.		
	Capacity to identify single or multiple third party or "responsible party" payers of a student's account.		
Unique requirements	**Diverse tuition and fee tables, including managing fees for specific types of students (students at sister institutions, staff students, dual enrollment, etc).**		
	The ability to set specific calculation algorithms that differ between Colleges.		

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7.1.10 Accounts Receivable

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Invoicing	Process to create invoices for customer charges including the ability to accept invoices from other systems.		
Credit Invoices	Process for creating and applying credit invoices.		
Tuition and Fee Invoicing	Process to accept student tuition and fee invoices based upon Student Registration system and rate tables.		
Auxiliary Invoices	Process to accept invoices and credit memos from subsidiary and auxiliary invoicing systems(e.g. library, parking).		
Invoicing / Past Due Charges	Process to define and impose late charges and fees for delinquent payments.		

Billing Statements	Process of generating periodic billing statements to customers.		
Billing Statements	Process of distributing billing statements to customers via email.		
Collection	Process by which outstanding accounts are identified and assigned to in-house or third party collections department.		
Billing / Sponsored Awards	Process of accepting invoices from Research Management System and billing sponsored award agency.		
	Process to suppress billings for bankruptcy, statute of limitations, bad addresses, etc.		
Refunds	Process of generating a refund to customers for a credit balance.		
Payments	Process for accepting and applying payments to invoices.		
Deposits	Process to collect, hold and apply deposits to customer accounts.		
Financial Aid Disbursements	Process to support an interface to the Financial Aid module to accept the disbursement of financial aid to students, including ability to match authorization of student financial aid to related charges and applicable limits.		
Third Party Invoicing	Process to invoice third party agencies for student charges under program agreements.		
Online Query/ Reporting	Standard reports and analysis capability of accounts receivables system such as aged trial balance, as well as ad hoc reporting capability.		
Self Service	Process to allow access to self service applications via web.		

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7.1.11 Cash Receipting

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
General cash Receipts	Process to record non receivable payments.		
Accounts Receivable Payments	Process to record payments on amounts billed through the Accounts Receivable system.		
Apply Payments	Process for the application of payments to outstanding customer invoices.		

Apply Loan Payments	Process to apply payments to amounts billed by Student Loan Receivable system.		
Credit Cards	Process of receiving and processing credit card payments for amounts owed (A/R billed and non-billed amounts).		
EPayment	Process to record payments received by ACH, electronic funds transfer, third party receipting systems, debit cards.		
NSF Checks	Process to record and manage non-sufficient fund payments.		
Cashiering	Process of balancing cash drawers, daily receipts, cashing checks, cash change, credit cards and bank deposit amounts in both a central and satellite location.		
Online Query/Reporting	Standard reports and analysis capability of Cash Receipting and Cashiering system as well as ad hoc reporting capability.		

7.1.12 Facilities Profile

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Facilities Profile	Process to define the organization's physical facilities, land and structures. The definition is contained in central data tables that are utilized by every other finance, human resource and student information system function. Equivalent to a "chart of accounts" for facilities.		

7.1.13 Fixed Asset Management

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Facilities Inventory	Process for recording attributes describing every facility item such as land, buildings, structures, etc.		
Room Inventory	Process recording attributes describing every room in a facility.		
Space Management	Process to manage all physical facilities, space allocation.		
Room and Event	Process to manage, assign, reserve facilities including		

Scheduling	billing for related charges.		
Capitalized Equipment	Process to record movable equipment that is capitalized and identify multiple funding sources for the purchased equipment (e.g. State appropriations, local funds, grants, etc.).		
	Process to identify and integrate assets purchased using the purchasing card.		
Fixed Equipment	Process to record fixed equipment (affixed in a facility).		
Additions & Modifications	Process to record any addition, modification or deletion to any of the fixed assets.		
Surplus Property management	Process to identify, record, sell or dispose of surplus property.		
Depreciation	Process to record depreciation (by various methods) to the applicable fixed assets.		
Grant and Contract	Process to identify equipment purchased with external funds or loaned.		
Inventory	Process to support identification of items and periodic inventory of items.		
Insurance	Process to support insurance applications and claims.		
AutoCAD Interface	Process to interface to AutoCAD type applications.		
Fixed Equipment	Process to record maintenance requirements and maintenance performed on fixed equipment.		
Vehicle Management	Process to maintain inventory of vehicles and to identify and track maintenance services performed.		
Query/Reporting	Process to support various reporting requirements.		
Self Service	Process to allow access to self service applications via web.		

7.1.14 Physical Plant

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Physical Access Control	Process to track and control keys and other access control technologies issued to buildings.		
Tool Control	Process to track and control tools utilized in the physical maintenance of institutional property.		
Self-Service Maintenance	On-line self service Process to request repair work orders for routine and emergency requests.		

Requests			
Work Order Tracking	Process to identify and track work orders, including costs, dates started and complete, etc.		
Construction Project Accounting	Process to capture and accumulate costs related to construction projects.		
Preventive Maintenance	Process to schedule, generate, and track preventive maintenance work orders.		
Maintenance Project Tracking	Process to identify and track maintenance projects.		
Building Maintenance	Process to identify and track maintenance projects specific to buildings, specifically inspections.		
Parking Management	Process to manage parking facilities, permits, fees.		
One Card	Process to manage university ID card functions including debit card capability.		
Telecommunications	Process to inventory, manage and bill telecommunication activity.		
Space & Facilities Management	Process to identify, manage, and report regarding the space utilization of buildings.		
Utilities Management	Process to manage utilities services and capture costs to bill for consumption of utilities.		
Hazardous Materials	Process to manage the location, disposition and safety associated with hazardous materials in conformance with federal and state law.		
Motor Pool Management	Process to manage motor pool vehicles, fuel site, and commuter bus activity including billing of charges.		

7.1.15 Stores Inventory

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
General	Process of managing and accounting for stock inventory. This includes ability to order, receipt, price and calculate mark-up, issue, sell, bill customers, and track all units and measures and locate items in a warehouse. Additionally, automatic replenishment and certain supply management functionality is included.		
Hazardous Materials	Process to manage hazardous materials of stores and laboratories including safety and disposal.		
Interdepartmental Billing	Process to support and record general ledger transactions for issue and sales transactions to departments.		

Reporting	Various reporting and analytical capabilities for the stores inventory, including turnover, sales history, order forecasting, FIFO tracking, availability by part number or alpha request, aging, depreciation, disposal tracking, etc.		
Self Service	Process to allow access to self service applications via web.		

7.1.16 Investment Management

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Investment Management	Process for managing investments, including purchases, sales, gains and losses and unitization of endowment and pooled type funds.		

7.1.17 Service Centers

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
General	Process for managing internal cost centers, including internal billing and charge-backs with sufficient detail to support development of billing rates.		
Interdepartmental Billing	Process to record revenue to service centers and expense to receiving unit.		
Interdepartmental Billing	Process to eliminate interdepartmental activity for year-end financial reporting.		

7.1.18 Research Management System (Grants & Contracts)

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Pre Award	Process to support the functions of grant and contract applications to various agencies including tracking capability from pre-award through post-award.		
Award	Process to record, modify and manage each individual award.		

Budgeting	Process to support award budgets for multiple fiscal periods including unique start and stop dates.		
Indirect Costs	Process to support the calculation, recording, and allocation of indirect costs.		
eReceipt	Process to support the various electronic award disbursement methods of granting agencies.		
Validation	Process to support transaction validation including general ledger accounts and funding limitations at the source.		
Multiple Fiscal Years	Process to support financial transactions over multiple fiscal years regardless of general ledger and institution fiscal year.		
External Reporting	Process to support financial reporting in the formats of the respective granting agency including crosswalk object to federal agencies.		
Financial Analysis	Process to support internal user financial reporting of grant and contract activities.		
Agency Invoicing	Process to support the reporting of financial transactions to determine the invoicing to agencies.		
Time and Effort Reporting	Process to support the recording and reporting of faculty time and effort activity.		
Time and Effort Reporting	Process to provide federal mandated time and effort reporting.		
Matching costs	Process to track matching costs for grant and contract activities.		
Matching costs	Process to support and identify required match.		
Self Service	Process to allow access to self service applications via web.		
Reporting	Standard reports and ad hoc capability to produce reports required by granting agencies.		

7.1.19 Housing Management

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Process to support housing application, room assignment, billing for charges, and management of housing facilities.		

Board Management	Process for managing board plans (food service).		
	Process for managing a declining balance account.		
Letters	Process for automatic letter and communication generation.		
	Process to generate charges and credits based on assignments and changes in occupancy.		
Receivables Interface	Process to transfer charges and credits to student receivables.		
Reporting	Various reporting and analytical capabilities for the management of housing facilities.		
Self Service	Process to allow access to self service applications via web.		

7.2 Human Resource & Payroll

7.2.01 Human Resource

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Employment	Process to record relevant data to support the employment relationship between employer and employee.		
Experiences	Process to record prior employee work experience.		
Skills	Process to support the current and prior skills records of the employee.		
Education	Process to support current and prior education records of the employee.		
Training	Process to record employee training records, current and prior.		
Affirmative Action	Process to record affirmative action data.		
Certification, Credential, License	Process to record current and prior credentials, licenses and certifications for each employee.		
Awards, Honors	Process to record awards and honors for each employee, current and prior.		
Publications,	Process to record employee publications and patents,		

Patents	current and prior.		
Job History	Process to record job history of each employee.		
Salary History	Process to record salary history for each employee.		
Position / Job Assignment	Process to place employee in position and assign employee to position records.		
Employee Relations	Process to record and report on employee relations matters such as grievances, discipline, and harassment.		
EEO, IPEDS reporting/Veteran	Process to support external reporting requirements.		
Employee Self Service	Process to provide online information and forms for employee data input including the ability to interface to Workflow Utility tool.		
	Process to track hours worked by employee over the course of their employment at the University to accrue credited State service hours.		
Online Query, Reporting	Support for management reporting requirements on all Human Resource functions.		
	The Human Resource data base is used in a process that replicates information in the data base in addition to defining new data elements in batch files that are transmitted to the State. Include a detailed description how this requirement, and ability to interface and transfer data to the state system, will be met.		
	Ability to record credited state service hours and hours worked for all employees, such as, temporary, graduate assistants, students, and regular.		

7.2.02 Applicant Tracking

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Maintains records of all applicants for positions within the organization and supports the hiring process.		
Position Management	Interfaces to the Position Management module for the respective skill, education and experience requirements of each position.		
Self Service	Process to allow access to self service applications via web.		

7.2.03 Compensation Management

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Process for defining pay grades and assigning pay grades to each position.		
Performance Management	Process to record employee performance in the respective position (job).		
Faculty/non-classified employees	Process for managing faculty and non-classified employee compensation and contracts.		

7.2.04 Leave Management

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Processes for accruing leave (which is performed in the Payroll routine because it is pay period based), reporting leave taken and accounting for leave balances (e.g. sick, vacation, compensatory time, administrative leave, etc.).		
Employee Self Service	Employees can request and schedule leave and report the actual leave taken.		

7.2.05 Safety Management

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Recording of hazardous conditions on applicable positions and the recording of accident data related to each employee.		
Workers Compensation	Process to manage and report workers compensation information.		
Workers Compensation	Process to record injuries and manage workers compensation claims.		

7.2.06 Payroll

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Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Process salary payments, deduct and remit taxes, benefit amounts, annuities, and miscellaneous deductions and create the payment to the employee.		
Online Query, Reporting	Reporting function to meet the requirements of reporting for taxes, benefits, deductions and internal management reports.		
Payroll Adjustments	Process to correct any error in payroll processing.		
Benefits and Deductions	Process providing a robust capability to meet an array of benefit programs and deductions.		
Student Employment /	Process to monitor earnings by student employees who receive work study funding as part of their financial aid to ensure individual payments do not exceed the award amount.		
Benefits & Deductions/ Payments	Process to create invoice records in the accounts payable system to remit payment to benefit providers for tax withholding and other deductions.		
Time Reporting	Process to submit a time sheet of actual hours worked for the payroll process.		
Time Reporting	Process to interface to electronic timekeeping devices.		
Labor Distribution	Process to distribute labor costs (and related fringe benefit costs) back to cost centers for which an employee works during any given pay period, including to specific grants and contracts. Some individuals may be allocated to as many as 10 accounts.		
Self Service	Process to allow access to self service applications via web.		
	The Payroll data base is used in a process that replicates information in the data base in addition to defining new data elements in batch files, which are transmitted to the State.		

7.2.07 Flexible Spending Employee Accounts

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Process to manage an account maintained for each enrolled employee to record amounts added to the account balance, reimbursements and balances.		

Accounts Payable	Process to interface to accounts payable for reimbursements.		
Self Service	Process to allow access to self service applications via web.		

7.3 Student

7.3.01 Registration and Records

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Course Catalog	Process to establish and manage two comprehensive course catalogs (undergraduate and graduate).		
	Process for tracking curriculum changes, including ability to track history of changes.		
Class Schedules	Process to create term calendars, class schedules and assign instructors by Term and considering flexible terms, varying length classes and multiple locations. Include process to move into scheduling process.		
Registration	Process to register students in classes using multiple formats (online and paper).		
Academic Records and History	Process to record and manage student academic records as they progress to academic transcript.		
Grade Management, Class Management	Process to manage class lists, attendance, grading including on-line grading for faculty.		
	Process for establishing blocks and an integrated way to deal with blocks.		
Drop – Add	Process to record and manage changes in student class enrollment.		
Degree Audit	Process to evaluate and perform “gap analysis” on student academic achievement and degree requirements.		
International Students	Process to identify and manage unique requirements for international students. Must meet SEVIS requirements.		
Academic History	Process to provide and manage lifetime academic records and transcripts including all academic history, and including electronic transcripts (EDI).		
Academic History	Process to log student-specific information accessible by		

	role and function and to purge when required.		
Faculty Load Management	Process to manage faculty instructional assignments.		
Continuing Education	Process to manage the continuing education (credit and non credit- CEU) function.		
Self Service	Process to allow access to self service applications via web.		
Online Query/Reporting	Producing standard and ad hoc query or reporting analysis.		
Learning Management System	Process to interface to and support a learning management system.		
Student/Categories	Process to record and manage student information based on specific categories such as Veteran/Athlete (etc).		
Advising	Process to support and track student advising and to record case notes.		
Advising	Process to track student retention and attrition.		
Departmental access	Process for academic departments to track and manage students from contact to graduation including advisor assignment.		
Graduation	Process to perform graduation checks and semester audits of required courses for compliance.		
Purging records	Process to purge electronic records according to federal, state, and locally specified retention schedules. Purging should be complete deletion, not just removal from search.		
	Process for reflecting courses from another institution in ISU database, to allow outside faculty to submit grades, and interfaces for passing information between systems.		

7.3.02 Admissions and Recruiting

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Recruiting / Prospect Identification	Process to collect and maintain information on prospective students (inquiries, prospects, admits).		
Recruiting / Information	Process to provide information on campus programs to prospective students.		

	Process to accept and integrate electronic admission information from third parties (ACT, TOEFL, GRE, etc.) including multiple test results.		
Recruiting / Communication	Process to communicate with prospective students.		
	Process to collect and manage admissions data on actual student applicants.		
Document Tracking	Process to establish required forms and documents and track the submission of each requirement.		
	Process to accept online application with full processing, and still maintain a paper application option.		
Admissions/Evaluation	Process to evaluate HS transcripts and transfer students with various requirements to different programs.		
Admissions/Transcripts	Process to order, track, create, and bill.		
Admit	Process to admit a prospective student to the institution and to admit to a program within the institution which varies between programs.		
Online Query & Reporting	Producing standard and ad hoc query or reporting analysis.		
Record purging	Process to purge electronic records according to federal, state, and locally specified retention schedules. Purging should be complete deletion, not just removal from search.		
	Academic programs for College of Technology and University of Idaho have unique processing, interfaces and reporting requirements. **Finalists will be asked to answer detailed questions regarding these requirements after invited to provide a product demo.**		

7.3.03 Financial Aid

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Application	Process to collect and manage the application function for financial aid programs.		
Profile	Process to collect applicant information to establish a financial aid profile for each applicant, including scholarships, both merit and non-merit, research		

	fellowships, and tuition waivers.		
Resource Management	Process to identify and manage the various financial aid resources and programs.		
Need Analysis	Process to identify the financial requirements of a prospective aid recipient.		
Packaging	Process to create a package of financial aid for a prospective aid recipient.		
Awarding	Process to create awards for financial aid programs.		
Award Acceptance	Process to record the acceptance of an award by a recipient.		
Distribution	Process to distribute financial aid proceeds to recipients by transfer to receivables and by transfer to accounts payable.		
	Process for placing holds on awards pending variety of issues.		
Scholarships	Process for calculating eligibility and awarding scholarships.		
Scholarship distribution	Process to distribute scholarship proceeds to recipients by transfer to receivables and by transfer to accounts payable.		
Loan Processing	Process to manage the function of student loans awards and distribution.		
Self Service	Process to allow access to self service applications via web.		
Online Query/Reporting	Producing standard and ad hoc query or reporting analysis.		
Purging records	Process to purge electronic records according to federal, state, and locally specified retention schedules. Purging should be complete deletion, not just removal from search.		
	Process to determine grade level for financial aid given courses with different statuses (credit/non-credit)		
	Financial Aid Consortium agreements create unique processing requirements.		
	Financial Aid programs for Health Professions include Borrower based award year which overlaps the traditional academic borrower year.		
	ISU is a Quality Assurance institution under the federal financial aid programs. Include a detailed description how this requirement will be met.		

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7.4 Alumni, Foundation and Donor Management

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
Alumni and Constituent Management	Process to maintain demographic and biographic information for alumni, donor and constituent members.		
Alumni Management	Process to manage alumni activities and events.		
Donor Management	Process to manage donor relations, fund drives.		
Foundation	Process to manage donations, receivables, investments and related accounting activity.		
Foundation	Process to provide financial and accounting support to Foundation activities.		

7.5 Events Management and Room Scheduling

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Provides an integrated scheduling facility for room reservations for classes and room or facilities scheduling for other activities.		
	Establish events and create an unlimited number of functions associated with the event.		
Classroom Scheduling	Process to match class schedule with available facilities by term, including multiple rooms/class, priority for classroom, and technology needs.		
	Interface to Facilities Profile and Facilities module for facility attributes.		
	Create class schedules.		
	Schedule events.		
	Create a master calendar.		
	Create billings for chargeable events.		
	Reporting to support events and classroom scheduling.		

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	Academic programs with the University of Idaho have unique processing, interfaces and reporting requirements. **Finalists will be asked to answer detailed questions regarding these requirements after invited to provide a product demo.**		

7.6 Decision Support, Reporting, and Institutional Research

The business applications should be supported by reporting tools providing comprehensive reporting capability for the IT professional and support for query and reporting at the individual user desktop.

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
On line Query	Process to support formatted and user defined query against all transactions, accounts and records including "drill down" capability and user defined parameters.		
Ad Hoc Reporting	Process to support formatted and user defined reporting against transactions accounts.		
Report Distribution	Electronic distribution of reports to the user desktop, including automatic distribution.		
Institutional Reporting	Process and reporting tools to support broad comprehensive reporting of institutional research, reporting, and forecasting including standard state and federal reports.		
Data Warehouse	Process to create and support one central consistent database (repository(s)) for all applications. Such a database will support institutional analysis, including Common Dataset Reporting.		
	Process to populate such a warehouse with de-identified data.		
	Integrated desktop environment with the ability to download and integrate with desktop applications or other programs/tools.		

7.7 Workflow

The business applications should contain or be integrated with a workflow management tool that allows routing of any form or transaction to designated individuals for approval and further processing.

Requirement	Proposal Requirement	YES/NO	Response Page

identification			No.
	A Workflow utility tool is integrated with the on line source documents (user interfaces) to route any form/transaction through the organization's specified approval process. Process is integrated with email to provide notifications. Process distinguishes between required approvals vs. "need to know" items.		
	Utility tool is deployable for all business processes including Finance, Human Resource, Payroll, Student and Alumni Modules.		

7.8 Document Imaging

The business applications should be capable of adding a scanned document to any form or transaction for additional documentation of the form or transaction.

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Imaging / Process to support imaging of source documents and linking to forms and transaction records.		

7.9 Web Portal

Information and access to forms should be available 24/7 to those authorized to use it with the goal to allow users to obtain information and update records through self-service applications that require little or no specific training.

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Process to provide a university wide web portal capability integrated to all student, employee, alumni, vendor and customer services.		
	Process to provide faculty specific services.		
	Process to support access to self service web applications.		
	Process to provide security link to external university-wide authentication.		
Information Resource	Process to facilitate the distribution and publication of designated information.		

7.10 Security

The security capability of the business applications should include authorized access by User ID and User PIN. Access should be granted by User Role with access granted within the area of responsibility (normally defined as Department).

Requirement identification	Proposal Requirement	YES/NO	Response Page No.
	Access is controlled by security for each user, defined by a system-wide security system based on roles and rules.		
	Access to specific records is controlled by specific values in fields in those records, for entry, updating, viewing and deleting records.		
	Provide for restricted access and protection of FERPA and HIPAA information.		
	Ability to restrict departmental query to department or unit data only.		
	Describe electronic signature method		
	Ability to extend security to extract files, reporting and query functions.		
	Ability to establish one password for each user.		
	Existence of or plans to include biometric data as an alternative to passwords.		

7.11 Optional Functionality

Respondents are encouraged to include additional software applications providing support in a comprehensive ERP solution, including tools, utilities, or third party business applications. ISU will need to replace all business applications listed in section 2.1.01.

Respondents are requested to describe additional applications offered as part of the ERP software solution. Such functionality should be described in sufficient detail that ISU can determine its usefulness and applicability.

Optional software should be separately priced in the cost proposal, but will not be a major factor in evaluating bid responses for a core ERP solution.

Optional software that currently contains custom interfaces or APIs that support interfaces to the core ERP solutions are of interest.

ISU reserves the right to acquire additional software licenses from any source.

Any Hardware solutions will be purchased separate from this RFP. However, it is desirable for each respondent to suggest the “right size”, and/or any updates our equipment may require to properly accommodate the platform of successor or any proposed additions. It will be assumed that a list of equipment, necessary for function, will be made available for ITS to evaluate during the RFP process.

Respondents must include or indicate any minimum requirements for operation. ITS staff will be available for consultation on existing equipment. The list of updated equipment should be included in the response to this RFP, and/or agreed upon prior to any award.

System	Description	YES/NO	Response Page No.

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Section 8 - Chapter 8 – Cost Proposal

The Respondent's are being requested to provide pricing in the following areas:

- Software Licensing
- Required Databases, Tools, and Utilities
- Optional Software Licensing
- Other Licensing Costs
- Maintenance
- Implementation Services
- Infrastructure Costs

The Respondent's are expected to provide sufficient pricing details to permit ISU to understand the basis for the quotation. At a minimum, ISU requires an understanding of the relative cost of the various application modules and tools comprising the ERP, what discounts are applied, and all assumptions upon which prices are contingent. It is desirable for respondents to detail the costing structure in a comprehensive and understandable format, and to separate costing associated with any expansion from the core ERP being offered. A column is provided in sections 7 and 8 to detail (Yes) if the need is met by the respondents "core" system, and/or a (No) if additional work will be needed to achieve the stated requirement.

Travel costs, or expenses, must not exceed the State of Idaho travel reimbursement schedule.

Idaho State University recognizes that quotes for services reflect the Respondents assumptions on the scope of services. ISU reserves the right to further evaluate the Finalist's scope of services and costs following agreement on a project plan.

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8.1 Software Licensing for Business Applications

The Respondents are required to provide the cost of licensing the proposed business application software to ISU under a site license format. Please indicate the basis for Software License cost i.e. FTE's, user seats, Operating Budgets, etc.

Modules **List each module included in proposal.**	**License Cost for basic ERP solution (Finance, Human Resource, Student systems)**	**Individual License cost for add on modules or third party software to meet specifications**	**License Cost for comprehensive solution including all available applications,**	**Any anticipated additional costs, associated with any enhancements needed to meet requirements.**	**Comments** **Page No.**
Finance	$	$	$	$	
Human Resource					
Student					
Financial Aid					
Other					
Other					
Totals	NA	$	$		

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8.2 Annual Maintenance Cost for Business Applications

Include annual maintenance cost for business applications. Include terms/years that the quoted rate is fixed in the comments. Please indicate the basis for Maintenance License cost i.e. FTE's, user seats, Operating Budgets, etc.

Modules **List each module included in proposal.**	**Maintenance Cost for basic ERP solution (Finance, Human Resource, Student systems)**	**Individual Maintenance cost for add on modules or third party software to meet specifications**	**Maintenance Cost for comprehensive solution including all available applications,**	**Any anticipated additional costs, associated with any enhancements needed to meet requirements.**	**Comments** **Page No.**
Finance	$	$	$	$	
Human Resource					
Student					
Other					
Other					
Totals	NA	$	$		

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8.3 Software Licensing for Data Base, Utilities and Tools

The Respondents are required to provide the cost of licensing the proposed Data base application, Utilities, Tools and Third Party software under a site license format. Please indicate the basis for Software License cost i.e. FTE's, user seats, Operating Budgets, etc.

List each item included in proposal.	**Name of product**	**Individual License cost for software**	**License Cost for comprehensive solution including all available applications**	**Any anticipated additional costs, associated with any enhancements needed to meet requirements.**	**Comments** **Page No.**
Data Base		$	$	$	
Data Base Utility					
Report Writing					
Other					
Other					
Totals		$	$		

DRAFT

8.4 Annual Maintenance Cost for Data Base, Utilities and Tools

Include annual maintenance cost for business applications. Include terms/years that the quoted rate is fixed in the comments. Please indicate the basis for Maintenance License cost i.e. FTE's, user seats, Operating Budgets, etc.

List each item included in proposal.	**Name of product**	**Individual Maintenance cost for software**	**Maintenance Cost for comprehensive solution including all available applications**	**Any anticipated additional costs, associated with any enhancements needed to meet requirements.**	**Comments** **Page No.**
Data Base		$	$	$	
Data Base Utility					
Report Writing					
Other					
Other					
Totals		$	$		

DRAFT

8.5 Implementation Services

The Respondent must provide a wide range of services to support the successful implementation of the software proposed to meet ISU's business needs. Specific implementation services to be provided include:

- Project management
- Business Process Analysis
- Installation and Integration
- Implementation Support
- Reports Analysis and Development
- Customization
- Interface Development
- Data Conversion
- Testing
- Post-Implementation support

Modules **List each module included in proposal.**	**Implementation Cost for basic ERP solution (Finance, Human Resource, Student systems)**	**Individual Implementation cost for add on modules or third party software, Utilities, Tools**	**Implementation Cost for comprehensive solution including all available Applications, Utilities, Tools**	**Any anticipated additional costs, associated with any enhancements needed to meet requirements.**	**Comments** **Page No.**
Finance	$	$	$	$	
Human Resource					
Student					
Financial Aid					
Other					
Other					
Data Base					
Data Base Utility					
Report Writing					
Other					
Other					
Totals	NA				

8.6 Training and Support Services

The Respondent will be responsible for ensuring that all ISU users have the knowledge and skills necessary to effectively utilize the ERP applications and technology. The Respondent will also propose Change Management leadership for this initiative.

Training requirements include:

- Development of a comprehensive training plan
- Establishing "Train the Trainer" programs
- Training documentation
- Training needs assessments
- Training evaluation processes
- Training certification processes
- Change Management

Modules **List each module included in proposal.**	**Training Cost for basic ERP solution (Finance, Human Resource, Student systems)**	**Training cost for add on modules or third party software, Utilities, Tools**	**Training Cost for comprehensive solution including all listed applications, Utilities, Tools**	**Any anticipated additional costs, associated with any enhancements needed to meet requirements.**	**Comments** **Page No.**
Finance	$	$	$	$	
Human Resource					
Student					
Other					
Other					
Data Base					
Data Base Utility					
Report Writing					
Other					
Other					
Totals	NA				

8.7 Other Proposed Costs

Include any other costs for this proposal in this section. Answers must include any anticipated expansions, bolt-ons, additions, or other changes from the core ERP to meet the needs of Idaho State University. Any costing not consistent with standard expressions should be explained as to how cost will be determined, i.e. cost plus, time plus, etc. Please provide a per hour price schedule for each position (with job description) that may be assigned to any associated function involved in this entire proposal.

List any software or maintenance costs, not listed in other sections, including any proposed additional software needed to meet core requirements.

List each Item included in proposal.	**Other cost for Item as listed**	**Comments**
	$	
Totals	$	

DRAFT

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

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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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Authorization to acquire hardware and software to support IT administrative system upgrade from SunGard/SCT Banner.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.

BACKGROUND

The University of Idaho uses SunGard/SCT's enterprise resource planning (ERP) software, which uses the Oracle database, to manage its institutional resources specifically in the areas of Finance, Student, Financial Aid, Human Resources, Alumni, Payroll, and Budget. Support for the current version, Banner 6, ends on December 31st, 2006. To ensure stability, support, and maintain compliance with federal and other regulations UI must upgrade to Banner version 7 before that date. Architectural changes in Banner 7 require the purchase of new Oracle products. Also, the hardware supporting Banner 6 has reached its five-year lifespan and should be replaced.

DISCUSSION

UI currently operates Banner 6 on Sun Microsystems hardware, purchased in June of 2000. Now with the equipment being over five years old, the annual maintenance costs, approximately $98,000, are more than the value of hardware. Since the Oracle licensing costs are proportional to the number of processors in the system, it is more cost effective for the UI to replace all of the Banner hardware with commodity-based equipment that is newer, faster, less expensive, and has fewer processors, than to stay on the existing system. The new hardware will cost $339,959 and will have five year maintenance cost totaling $78,900 which includes maintenance on the old system for the first six months of FY07.

Banner 7 uses a new, entirely web-based, user interface. This web-based interface uses Oracle's Application Server product which the University of Idaho does not currently own. In addition, UI's existing Oracle database licenses are not valid for use with Oracle web products and must be upgraded as well. The one-time costs for acquiring the new licenses and upgrading existing licenses (with trade-in) is $84,000. Maintenance costs are projected to be $179,723 annually. Currently UI pays $135,455 to Oracle for annual maintenance.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

IMPACT

Five year total costs for new hardware, software, and annual maintenance with a projected 5% increase in software supports costs is $1,521,779 to be funded with existing internal monies.

ATTACHMENTS

Attachment 1-Cost Sheet Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The university's analysis appears to be sound regarding the benefits of upgrading hardware and software for the administrative computing system.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to purchase hardware and software for the university's SunGard/SCT Banner administrative computing system, in an amount not to exceed $1,750,000 over five years.
.

Moved by _____ Seconded by _____ Carried Yes____ No____

1	**University of Idaho Administrative System Upgrade**	
2	**May 2006**	
3		
4	SUMMARY	
5	One-time costs	
6	New Hardware Costs	339,959
7	New Software	109,835
8	Total one-time costs	449,794
9		
10	On-going costs (five years)	
11	Hardware maintenance	78,900
12	Software maintenance	993,086
13	Total five year on-going costs	1,071,986
14		
15	Five year project total	1,521,779
16		
17		
18	New Hardware Detail	
19	EMC CX300 DAS Disk Processor Enclosure Array w/15x146GB 1	134,876
20	EMC DAE2p Disk Array Enclosure 15x146GB 15K	61,228
21	4GB Brocade 200E switches	13,996
22	Brocade 200E, Full Fabric Upgrade License Key	1,714
23	Rapid Rails for 8/16 Port FC-2Brocade Switches	384
24	Database Servers	63,345
25	Application/Developer Servers	44,415
26	UPS, network infrastructure, misc.	20,000
27	New Hardware Total	339,959
28		
29	New Software Detail	
30	Oracle Database (Enterprise Edition)	84,000
31	iDataAgent for Oracle On Unix (backup software)	25,835
32	New Software Total	109,835
33		
34	Five-Year Maintenance Detail	
35	Year 1 - hardware maintenance	49,000
36	Year 1 - software maintenance	179,723
37	Year 2 - hardware maintenance	4,500
38	Year 2 - software maintenance	188,710
39	Year 3 - hardware maintenance	4,500
40	Year 3 - software maintenance	198,145
41	Year 4 - hardware maintenance	10,450
42	Year 4 - software maintenance	208,052
43	Year 5 - hardware maintenance	10,450
44	Year 5 - software maintenance	218,455
45	Total Maintenance - five years	1,071,986
46		
47	Note: This model assumes a 5% annual software maintenance increase	

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

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.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

The University of Idaho requests approval to continue the line of credit agreement between the Regents of the University of Idaho and the Idaho Research Foundation, Inc., details as noted below.

REFERENCE

April 1988	Regents authorized the UI Bursar to loan up to $200,000 of working capital to the IRF from non-appropriated funds.
June 2005	Regents authorized a one-year extension for a line of credit agreement with the Idaho Research Foundation (IRF).

APPLICABLE STATUTE, RULE, OR POLICY

N/A

BACKGROUND

The Idaho Research Foundation, Inc. was established as the technology transfer arm of the University of Idaho. It operates under contract with the University as the University's exclusive technology transfer agent.

The IRF facilitates the commercial development and public use of technology developed by UI researchers. The IRF obtains patents and licenses them to private industry in return for royalties, which are shared with the inventors under University policy. IRF licensees include large and small companies worldwide, and a growing number of entrepreneurial ventures in and around the Pacific Northwest.

In order to cover front-end costs for obtaining patents and copyrights, negotiating technology transfers, preparing contracts, and initiating research projects, the IRF has used working capital loaned from the non-appropriated funds of the University.

President White engaged a review of the IRF looking at best practices in the technology transfer area in the fall and spring of FY 2006. One of the items reviewed was the financial relationship between the University and the IRF. The report was issued and presented to the IRF board on May 5th.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

DISCUSSION

On January 17, 2002, the University executed a Line of Credit Agreement with the IRF for a line of credit up to $200,000 and with all outstanding principal and interest due by June 30, 2005. In June 2005, a one-year extension through June 30, 2006 was granted and a revolving line of credit note for $126,000 was issued. The attached Line of Credit and Revolving Line of Credit Note (Attachment 1) replaces the June 2005 agreement and note and extends the due date to June 30, 2006.

All interest has been paid in accordance with the agreement. The University is asking for the line of credit agreement to be extended for one year with the stipulation that no additional draws will be made in this extension period (see Section 2.1 of the Agreement). This will allow the IRF to continue operating while the board assesses the report and determines how the IRF will be funded in the future.

IMPACT

This agreement will allow the UI and the IRF to maintain their current financial arrangement for one more year while future funding is assessed.

ATTACHMENTS

Attachment 1-Line of Credit Agreement Page 3
Attachment 2-Hatch Guaranty Letter Page 11

STAFF COMMENTS AND RECOMMENDATIONS

Staff has requested a copy of the report mentioned by the University for staff and Board review. The proposed extension is necessary to allow for repayment to the University by the IRF, including any interest accrued.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by University of Idaho to continue the line of credit agreement between the Regents of the University of Idaho and the Idaho Research Foundation, Inc. in the form presented to the Board, authorizing the extension of the existing draw of $126,000 as of July 1, 2006. The State Board of Education delegates authority to sign the extension to the Vice President for Finance and Administration at the University of Idaho.

Moved by _____ Seconded by _____ Carried Yes____ No____

ATTACHMENT 1

LINE OF CREDIT AGREEMENT

This Line of Credit Agreement ("**Agreement**") is made and effective as of July 1, 2006 by and between The Regents of the University of Idaho, a body politic and corporate organized and existing under the laws of the State of Idaho ("**Lender**") and Idaho Research Foundation, Inc., an Idaho nonprofit corporation ("**Borrower**").

ARTICLE 1

PURPOSE

1.1 Cash Flow. In order to aid in the success of Borrower and its support of Lender's mission, Lender desires to provide cash flow support to Borrower with a line of credit.

1.2 Line of Credit. The line of credit shall be up to, but shall not exceed, a total of $126,000 .

1.3 Additional Terms. This Agreement is subject to and affected by the terms of that certain letter agreement dated January 17, 2002 between Borrower, Business and Accounting Services, and Research and Graduate Studies.

1.4 Agreement. In consideration of the mutual covenants and agreements set forth in this Agreement, Borrower and Lender hereby covenant, contract, and agree to the terms and conditions set forth in this Agreement.

ARTICLE 2

LINE OF CREDIT

2.1 Commitment. Subject to the terms hereof, Lender agrees to loan to Borrower such funds as Borrow may request from time to time during the term of this Agreement. Borrower, by and through its director, shall request an advance by delivering a written request to Lender's Vice President for Research. Such requests shall occur not more frequently than one (1) time per calendar quarter. Lender shall advance the funds properly requested pursuant to the terms of this Agreement within a reasonable time after the request. This is a revolving line of credit and Borrower may receive advances up to Two Hundred Thousand Dollars ($200,000) or any lesser amount; provided that such lesser amounts are in increments of One Thousand Dollars ($1,000). At no time shall the aggregate principal amount of all advances to Borrower exceed Two Hundred Thousand Dollars $200,000). As a revolving line of credit,

Borrower may reborrow any advances that have been repaid. Notwithstanding the provisions of section 1.2 and this section of the Agreement, no further advances may be made after July 1, 2005.

2.2 Method of Making Loan. Advances requested by Borrower shall be evidenced by Revolving Line of Credit Note ("**Note**") in the form attached hereto as Exhibit "A" and made a part hereof. Borrower shall execute and deliver the Note to Lender simultaneously with the execution and delivery of this Agreement. Lender shall record and track all advances made and interest earned and, for the convenience of the Borrower upon Borrower's request, provide statements to Borrower of all amounts due under the Note. Such statements shall be considered correct and conclusively binding on Borrower, unless Borrower notifies Lender and provides Lender with an accounting that proves Lender's manifest error.

2.3 Interest Rate. Interest on the outstanding principal balance shall be payable at the fixed interest rate of five (5%) per annum from the date the Lender's check is delivered to Borrower. Interest on the outstanding balance shall be calculated on the basis of a 365/366-day year, counting the actual number of days elapsed.

2.4 Payment. All interest accrued on the outstanding balance of the Note during the calendar quarter in which the advance is made shall be due and payable on the last business day of the following calendar quarter. Thereafter, all interest accrued on the outstanding balance of the Note attributable to that draw shall be due and payable on the last business day of each following calendar quarter. All principal and interest due on all outstanding advances shall be due and payable not later than June 30, 2006.

2.5 Prepayment. Borrower may prepay the Note in whole or in part at any time without penalty.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Good Standing. Borrower represents and warrants to Lender that Borrower has been duly organized and is validly existing under the laws of the State of Idaho and has all power and authority to consummate the transactions contemplated by this Agreement including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

3.2 No Default. Borrower represents and warrants to Lender that the execution and delivery of this Agreement and the Note, and the application of the proceeds of the Note do not and will not conflict with or result in the breach of any of the

terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, or any other agreement, indenture, mortgage, lease or instrument by which Borrower or any of its respective property is or may be bound.

3.3 Authority. Borrower represents and warrants to Lender that Borrower has duly authorized all necessary action to be taken by it for the execution and delivery of this Agreement and the issuance of the Note.

3.4 Pending Litigation. Borrower represents and warrants to Lender that there is no action, suit, proceeding, inquiry, or investigation at law in equity or before or by any court or administrative body pending or, to the knowledge of Borrower, threatened against or affecting Borrower, or to the knowledge of Borrower, any meritorious basis therefore, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the Borrower, or the transactions contemplated by this Agreement, or would have an adverse effect on the validity or enforceability of the Note or any agreement or instrument by which Borrower is or may be bound or in any way adversely affect the existence or powers of Borrower.

3.5 No Default. Borrower represents and warrants to Lender that Borrower is not in breach of or in default under any existing law, court or administrative regulation, decree or order, or any other agreement, indenture, mortgage, lease, sublease or other instrument to which Borrower is a party or by which it or its property is or may be bound and no event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case in any manner or to enough extent which could have a material adverse effect on the financial condition of the Borrower, or the transactions contemplated by this Agreement, or have an adverse effect on the validity or enforceability in accordance with their respective terms of the Note, or in any way adversely affect the existence or powers of Borrower.

ARTICLE 4

DEFAULTS

4.1 Events of Default. The occurrence of any one or more of the following events will constitute an event of default hereunder:

a) Borrower's failure to pay when due any installment of principal or interest or fee payable hereunder or under the Note.

b) Borrower's failure to observe or perform any other obligation to be observed or performed by it hereunder or under the Note.

c) Borrower's failure to observe or perform any obligation to be performed by it under the Note between Borrower and any third party.

d) Any financial statement, representation, warranty, or certificate made or furnished by Borrower to Lender in connection with this Agreement, or as inducement to Lender enter into this Agreement, or any separate statement or document to be delivered hereunder to Lender, is materially false, incorrect or incomplete when due.

e) If Borrower admits its inability to pay its debts as they mature, or shall make an assignment for the benefit of its creditors.

f) The filing of proceedings in bankruptcy, or for reorganization of Borrower or for the readjustment of any of its respective debts, under the Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing.

g) If a receiver or trustee be appointed for Borrower or for any substantial part of its assets, or if any proceedings be instituted for the dissolution or the full or partial liquidation of Borrower.

4.2 Termination of Advances. Immediately and without notice upon the occurrence of any event of default specified in Paragraph 4.1, or at any time during the continuance of such default, Lender may, at its option, terminate all further advances under this Agreement.

4.3 Acceleration. Upon the occurrence of any event of default as specified in Paragraph 4.1 above, or at any time during the continuance of such event, Lender may give Borrower notice of the default or defaults complained of. Any such notice of default must be in writing and must specify the default or defaults complained of. In the event Borrower fails to cure such default or defaults within fifteen (15) days of the date the written notice of default is given to Borrower, Lender may, at its option, without further notice to Borrower, declare all obligations incurred under this Agreement, including, but not limited to, the obligations under the Note to be at once due and payable.

4.4 Remedies. After the acceleration, as provided for in Paragraph 4.3, Lender shall have, in addition to the rights and remedies given it by this Agreement and the Note, all rights and remedies allowed by all applicable laws.

ARTICLE 5

GENERAL PROVISIONS

5.1 Construction. The provisions of this Agreement, the Note or other evidence of liability for said liability held by the Lender, shall be construed as complementary to each other. Nothing herein contained shall prevent Lender from enforcing any document in accordance with its respective terms.

5.2 Further Assurance. From time to time, Borrower will execute and deliver to Lender such additional documents and will provide such additional information as Lender may reasonably require to carry out the terms of this Agreement and be informed of Borrower's status and affairs.

5.3 Enforcement and Waiver by Lender. Lender shall have the right at all times to enforce the provisions of this Agreement and the Note in strict accordance with the terms hereof and thereof, notwithstanding any conduct or custom on the part of Lender in refraining from so doing at any time or times. The failure of Lender at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner modified or waived the same. All rights and remedies of Lender are cumulative and concurrent and the exercise of right or remedy shall not be deemed a waiver or release of any other right or remedy.

5.4 Expenses of Lender. Borrower will, on demand, reimburse Lender for all reasonable fees and expenses, including the reasonable fees and expenses of legal counsel for Lender, incurred by Lender in connection with the enforcement of this Agreement and the Note and the collection or attempted collection of the Note, whether any default is ultimately cured or whether Lender is obligated to pursue its remedies hereunder, including such fees and expenses incurred before legal action, during the pendency of any such legal action and continuing to all such fees and expenses in connection with any appeal to higher courts arising out of transactions associated herewith, except that if litigation is instituted and Borrower is the prevailing party in such litigation, Borrower, rather than Lender, shall be entitled to recover its reasonable attorney's fees and costs of suit. The obligations of this section shall survive the making of this Agreement and the Note, including any documents or amendments subsequently executed.

5.5 Notices. Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed, delivered, or given, where delivered in person or when deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, or sent by telegraph. Notices shall be addressed as follows, unless such address is changed by written notice hereunder:

If to Lender	The Regents of the University of Idaho Attn: Vice President for Finance and Administration PO Box 443145 Moscow, ID 83844-3145
If to Borrower	Idaho Research Foundation Inc. Morrill Hall #414 PO Box 443003 Moscow, ID 83844-3003

5.6 Binding Effect, Assignment and Entire Agreement. This Agreement shall insure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. Borrower has no right to assign any of the rights or obligations hereunder without the prior written consent of Lender. This Agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties and may be amended only by a writing signed on behalf of each party.

5.7 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement, as of the day and year first above written.

LENDER:	BORROWER:
The Regents of the University of Idaho, a body politic and corporate organized and existing under the laws of the State of Idaho	**Idaho Research Foundation, Inc.** an Idaho non-profit corporation.
By:_____ Lloyd Mues Vice President for Finance and Administration	By:_____ John S. Simko President

EXHIBIT A

REVOLVING LINE OF CREDIT NOTE

$126,000

July 1, 2006

For value received, **IDAHO RESEARCH FOUNDATION, INC.,** an Idaho non-profit corporation ("**Borrower**"), promises to pay to the order of **THE REGENTS OF THE UNIVERSITY OF IDAHO**, a body politic and corporate organized and existing under the laws of the State of Idaho, ("**Lender**"), in lawful money of the United States of America, the principal amount of **ONE HUNDRED TWENTY SIX THOUSAND AND NO/100 DOLLARS** ($126,000), or such portion thereof as from time to time may be outstanding, at the times provided in the Agreement (as hereinafter defined).

Borrower also promises to pay interest on the unpaid principal amount hereof until such amount shall be paid in full in like money to Lender from the date of each advance of principal made pursuant to the Agreement at the rates and the times provided in the Agreement.

If this Note becomes due and payable on a Saturday, Sunday, or legal holiday under the laws of the State of Idaho, the maturity hereof shall be the immediately preceding business day.

This Note is the Revolving Line of Credit Note referred to in that certain Line of Credit Agreement of even date herewith ("Agreement"), between Borrower and Lender, and is entitled to the benefits and is subject to the provisions and definitions thereof.

Portions of this Note may be prepaid in whole or in part without penalty or premium as provided in the Agreement. All payments received by the Lender on this Note shall be applied as provided in the Agreement.

In the event of any default in the payment of any interest or principal, or any part thereof, it shall be optional with the legal holder of this Note to declare the entire principal and accrued interest sum hereof due and payable (after notice as provided in the Agreement), and proceedings may at once be instituted for the enforcement and collection of the same by law.

In the event of any default pursuant to the Agreement which authorizes the acceleration of the maturity of this Note, the Lender or the holder of this Note, at its option, may declare the whole immediately due and payable, upon the sending of the notices and upon expiration of the grace periods provided in the Agreement (if any).

Any default under this Note or in the due, prompt and complete performance or observance of any covenant, agreement or obligation of the Borrower contained in the Agreement or in any other agreement pertaining hereto, after giving effect to the curative periods herein or therein provided, shall, at the option of the holder hereof, be

deemed a default on all notes, obligations and liabilities of each and all of the parties liable hereon to the holder hereof, whether now existing or hereafter arising; and any default under any other note, obligation or liability of any party liable hereon to the holder hereof, whether now existing or hereafter arising, after giving effect to any curative periods herein or therein provided, shall, at the option of the holder hereof, be deemed a default on this Note.

The Borrower agrees to pay all reasonable attorneys' fees and other expenses incurred by the Lender in the enforcement of any of its rights hereunder, whether the default is ultimately cured or whether the Lender is obligated to pursue its legal remedies, including such expenses incurred prior to the institution of legal action, during the pendency of such legal action and continuing to include all such expenses incurred in connection with any appeal to higher courts arising out of legal proceedings to enforce Borrower's obligations hereunder.

The makers, sureties, guarantors and endorsers of this Note jointly and severally waive presentment for payment, protest, notice of protest and of nonpayment of this Note. The Borrower agrees that failure of the Lender or of any holder of this Note to exercise any option or remedy hereunder shall not constitute a waiver of the right to exercise the same in the event of a later default.

This note shall be governed and construed in accordance with the laws of the State of Idaho.

IDAHO RESEARCH FOUNDTION, INC.,
an Idaho non-profit corporation

By:_____

Name:_____

Title:_____

University of Idaho
Business and Accounting Services
Moscow, Idaho 83844-3131
208-885-6538
FAX 208-885-5752

January 17, 2002

Dr. Charles R. Hatch
Vice President, Research and Graduate Studies
P.O. Box 443003
Moscow, Idaho 83844

Re: Guaranty of Line of Credit Agreement

Dear Dr. Hatch:

This letter will serve to confirm the agreement between the University of Idaho's Office of Research, the University of Idaho's Business and Accounting Services and the Idaho Research Foundation, Inc. ("**Foundation**") with respect to that certain Line of Credit Agreement ("**Agreement**") and revolving line of credit evidenced by the Revolving Line of Credit Note ("**Note**").

The Foundation provides substantial benefits to the Office of Research and the University of Idaho and serves public purposes. In recognition of those benefits and purposes, the Regents of the University of Idaho ("**University**"), through Business and Accounting Services, is willing to extend a line of credit to the Foundation pursuant to the Agreement. As further inducement to the University for making the loan, the Office of Research will make any payments under the Note not timely made by the Foundation. In the event the Foundation does not make any payment under the Note when due or otherwise comply with the Agreement, the Office of Research, acting through its Vice President for Research and Graduate Studies, at the request of Business and Accounting Services, will immediately transfer funds from its budget to Business and Accounting Services to cure any defaults of the Foundation.

The transfer of funds from the Office of Research to Business and Accounting Services will not relieve the Foundation from any amounts due and owing under the Agreement or Note. Furthermore, interest shall continue to accrue on all amounts due as though the Office of Research had not made any payment to Business and Accounting Services.

Except to the extent the Foundation is not relieved of its obligations or debt under the Agreement or Note, this is a guarantee from the Office of Research to Business and Accounting Services. The Office of Research unconditionally guarantees to Business and Accounting Services the payment when due of all amounts which Foundation may owe, or may hereafter

05011.0102.623184.1

The University of Idaho is an equal opportunity/affirmative action employer and educational institution

owe, to the University, together with any and all renewals, extensions of time or modifications to the Note or Agreement, including interest on such amounts.

The University may from time to time extend the time of payment, renew or modify any of the obligations of the Foundation to the University guaranteed hereby, and waive any right or remedy available to the University, all without notice to or consent of the Office of Research. The liability of the Office of Research shall remain at all times undiminished, unreleased and undischarged by any action or inaction of the University until payment in full by the Foundation of all the indebtedness guaranteed hereby. The Office of Research agrees that this is an absolute and continuing guaranty. Upon full payment of all principal and interest amounts due under the Note and Agreement, Business and Accounting Services will transfer back to the Office of Research any amounts advanced pursuant to this letter agreement.

The Office of Research hereby waives presentment, demand, protest and notice of default with respect to the obligations of the Foundation.

This letter agreement contains the entire agreement of the parties hereto with respect to the subject matter herein. By its signature below, the Office of Research agrees with the terms of this letter agreement.

Very truly yours,

OFFICE OF BUSINESS AND ACCOUNTING SERVICES

Jerry Wallace, Vice President, Finance & Administration

AGREED AND ACCEPTED:

OFFICE OF RESEARCH

By: _____
Name: Charles R Hatch
Its: Vice President for Research

ACKNOWLEDGED:

IDAHO RESEARCH FOUNDATION, INC.

By: _____
Name: Ronald J. Stottfield
Its: Director of Technology Licensing

05011.0102.623184.1

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Authorize spending excess proceeds from Series 2001 and 2003 Bonds to support completion of additional campus projects.

REFERENCE

September 2001	Contracts for Services/Agreements/Authorizations, Student Fee Revenue Bonds, Series 2001 (University Housing Improvement Project) ("Series 2001 Bonds") – The Board authorized issuance of approximately $40,930,000 in tax-exempt revenue bonds to finance the cost of acquisition and construction of student housing improvements. Regents' minutes for 20-21 Sep 2001, pages 2 and 3.
December 2002	Contracts for Services/Agreements/Authorizations, Student Fee Refunding and Revenue Bonds, Series 2003 ("Series 2003 Bonds")– The Board authorized issuance of approximately $17,585,000 in tax-exempt revenue bonds to finance the construction and/or renovation of research facilities and to refund certain outstanding facility revenue bonds and short-term line of credit of the University of Idaho. Regents' minutes for 11-12 Sep 2002, page 14.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F.5.

BACKGROUND

Due to value engineering measures implemented in the authorized projects, as well as through interest earned on the bond proceeds, both the Series 2001 and the Series 2003 Bonds have excess proceeds.

Series 2001 Bonds: The three projects defined under this series are complete: "Housing Project", "POLYA Math Learning Center Project", and the "Vandal Athletic Center Project."

Total 2001 excess proceeds: Estimated to be $500,000 to $535,000, which is all interest income including anticipated future interest for up to 20 months at approximately $1,000 per month.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

Series 2003 Bonds: Three of the four projects defined under this series are complete: "Food Innovation Center Project", "Beowulf Computer Center Project", and "Renfrew NMR Installation Project." The fourth project: "LSS-Gibb Lab Renovation Project" is within budget and slated for completion in August 2006.

Total 2003 excess proceeds: Estimated to be $430,000 to $515,000 which is inclusive of savings on the Beowulf project (~$200,000) and interest income for up to 27 months at approximately $5,000 per month.

The Supplemental Resolution for both Bond issues in the definition of "project" gives the flexibility to spend down excess proceeds on additional projects without the consent of the bondholders or a supplemental resolution provided that the Board finds that the additional projects qualify as a "project" under Idaho Code Section 33-3805, and there are no adverse effect on the tax exempt status of the bonds. A "project" under Idaho Code Section 33-3805 must be one that is "necessary for the proper operation of the institution and economically feasible," as found by the Board.

DISCUSSION

The UI seeks Board approval to authorize use of excess bond proceeds on the following three projects,.

Series 2001 Bonds:

Theophilus Tower Project. The Theophilus Tower Life Safety Improvements Study (2004) identified a number of projects within this student residence building. The UI currently is proceeding with two projects that resulted from the findings of the study: improvements to the fire detection and alarm systems, and improvements to the elevators. The UI is requesting authorization to use excess bond proceeds for additional Theophilus Tower life safety improvements. The excess bond funds will be augmented with $140,000 from a UI reserve account for the Tower to perform the necessary work. The tower is an eleven story, steel and concrete frame and masonry structure. Constructed in 1967, the structure is largely in original condition, and is slated to continue to remain in service for an indefinite period of time into the future under the university's current Long Range Campus Development Plan (LRCDP). The 2004 Life Safety Improvements Study recommends a series of remediation and repair action take place to ensure the integrity of the tower's brick masonry veneer and pre-cast concrete exterior. In addition, the existing roof is original to the building and is in need of replacement. The life safety repairs to the tower and roof repairs are necessary to ensure the continued integrity and safe operation of the building and, augmented by funding from the Tower reserve account, can be completed with the estimated available excess Series 2001 Bond proceeds.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

Series 2003 Bonds:

a. Campus Master Utility Plan Project: The many new capital projects constructed on campus in the last decade and the substantial growth in campus research grant and contract activity place high demands on campus electrical, information technology, heating, cooling, and ventilation systems. Campus and building utility infrastructure repairs and improvements have not kept pace with growing utility demands. Recognizing the above deficiency, the UI initiated a campus utility master plan in 2002. Due to limited funding, only three of the twelve phases of the plan have been completed, for approximately $80,000. The remaining phases are estimated to cost $200,000. The completed plan is necessary for the UI to be able to identify and prioritize the key infrastructure improvements needed to support the near term needs and long term growth of the campus, and can be completed within the available amount of excess 2003 Series Bond Proceeds.

b. Gibb Hall Project: This structure was built in 1984 and currently houses the Large Animal Research Facility (LARF). The UI seeks to continue with upgrades to the HVAC and building infrastructure systems within Gibb Hall. The HVAC systems are now reaching 20 years of age and nearing the end of their projected service life. Additionally, the systems and controls were not designed initially to hold the temperature and humidity environmental parameters required by the research occurring in the LARF. This project will provide a more reliable system and proper humidity control for the research facility, and improve the energy efficiency and flexibility of systems operations. The estimated cost of this project is $315,000 and can be completed within the available amount of excess 2003 Series Bond Proceeds.

IMPACT

Each of the three projects will yield immediate and positive impacts to the campus.

Theophilus Tower is an integral component in the residential portfolio for the university, housing a great proportion of freshmen students. This project will address serious life-safety considerations and enhance the serviceability of the structure for years to come.

The utility master plan is necessary to insure that the utility infrastructure, which is the backbone of all campus operations, can safely and adequately meet the current and future needs of the campus.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

A modern, reliable, and functional HVAC system in Gibb Hall is critical to support the research programs in the building. This project will enable the building to accommodate growth and enhancement of supported research and will serve to advance the research mission of the university.

ATTACHMENTS

Attachment 1 – Series 2001 Bonds Page 5
Attachment 2 – Series 2003 Bonds Page 9

STFF COMMENTS AND RECOMMENDATIONS

The University's request to use excess bond proceeds from two Series (2001 and 2003) to fund three separate projects appears to be a reasonable approach. However, staff asked if this reuse of excess proceeds would negatively affect the tax-exempt status of the original bond issue. The university has requested an opinion letter from bond counsel, but the letter was received late in the agenda production process.

As noted in the "Discussion" comments, the Theophilus life safety and roof improvements are critical to the continued use of that facility. With respect to the campus facility master plan, completion of the remaining phases are necessary for the short- and long-range planning process at the UI. The Gibb Hall project will provide upgraded infrastructure systems for the building.

Staff recommends approval, presuming the opinion letter supports the use of the proceeds as requested by the University of Idaho.

BOARD ACTION

A motion to authorize the following projects and the use of excess bond proceeds, not to exceed the amounts listed, from the specified bond series, to fund such projects, finding that each project is necessary for the proper operation of the institution and economically feasible:

1. Series 2001 Bonds, not to exceed $550,000; and other reserve funds, not to exceed $150,000, for Theophilus Tower Project.
2. Series 2003 Bonds, not to exceed $550,000, for Campus Master Utility Plan and Gibb Hall Projects.

Moved by _____ Seconded by _____ Carried Yes____ No____

THE REGENTS OF THE UNIVERSITY OF IDAHO

A SUPPLEMENTAL RESOLUTION of The Regents of the University of Idaho authorizing the issuance and sale of Student Fee Revenue Bonds, Series 2001 (University Housing Improvement Projects), in the principal amount of $40,930,000; authorizing the execution and delivery of a bond purchase agreement and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2001 Bonds

Adopted September 20, 2001

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"POLYA Subaccount" shall mean the subaccount in the Series 2001 Project Account into which shall be deposited the portion of the proceeds of the Series 2001 Bonds necessary to acquire or construct the POLYA Math Learning Center Project, as further provided in Section 301 hereof.

"Replacement Bonds" shall mean the Series 2001 Bonds described as such in Section 209.

"Representations Letter" means the Blanket Letter of Representations dated June 18, 1999, from the University to DTC.

"Reserve Fund Policy Agreement" means the Debt Service Reserve Fund Policy Agreement entered into between the University and the 2001 Insurer providing for the issuance of the Reserve Policy by the 2001 Insurer.

"Reserve Policy" means the Municipal Bond Service Reserve Fund Policy issued by the 2001 Insurer to satisfy the Reserve Account Requirement pursuant to the issuance of the Series 2001 Bonds.

"Securities Depository" shall mean DTC, or any successor Securities Depository appointed pursuant to Section 210.

"Series 2001 Bondholder" means the holder of any Series 2001 Bond.

"Series 2001 Bonds" means the $40,930,000 principal amount of Student Fee Revenue Bonds, Series 2001 (University Housing Improvement Projects), of the University authorized by this Series 2001 Supplemental Resolution.

"Series 2001 Project" shall mean the Projects financed with the proceeds of the Series 2001 Bonds and more particularly defined and described as follows:

(1) **"Housing Project"** shall mean acquisition and construction of certain student housing and associated academic space improvements on University campus property, consisting of residential facilities including classrooms, multipurpose spaces, administrative areas and food services;

(2) **"POLYA Math Learning Center Project"** shall mean the construction of a math learning center within the existing Phinney and Brink Halls to provide for the POLYA math program consisting of a computer lab and support infrastructure; and

(3) **"Vandal Athletic Center Project"** shall mean the three-phase project to improve the existing Vandal Athletic Center consisting of classrooms, tutoring, mentoring and seminar rooms, conference facilities, administrative offices, weight training and conditioning spaces, locker rooms, and other support spaces.

The University shall have discretion with respect to (i) the overall cost of the size, design and construction of each component of the Series 2001 Project, (ii) the use of bond proceeds and any additional sources of funding for the Series 2001 Project, and (iii) other aspects of the Series 2001 Project; provided however, that (a) each component of the Series 2001 Project shall constitute a "project" under the Act, (b) the provisions of the Resolution for issuing Additional Bonds for the Series 2001 Project shall have been complied with, and (c) any changes to the Series 2001 Project shall not have an adverse effect on the tax exemption of the Series 2001 Bonds.

"Series 2001 Supplemental Resolution" means this Supplemental Resolution of the University adopted on September 20, 2001, authorizing the Series 2001 Bonds.

"Student Building Fee" means the Student Building Fee assessed by The Regents.

"Trustee" means Wells Fargo Bank Northwest, National Association, and its successors and permitted assigns under the Resolution.

"2001 Insurer" means Financial Guaranty Insurance Company, a New York stock insurance company, or any successor thereto, as issuer of the 2001 Policy.

"2001 Policy" means the municipal bond new issue insurance policy issued by the 2001 Insurer guaranteeing the payment of principal of and interest on the Series 2001 Bonds.

"2001 Serial Bonds" means any of the Series 2001 Bonds maturing on April 1 in the years 2005 through 2011, inclusive.

"2001 Term Bonds" means any of the Series 2001 Bonds maturing on April 1 in the years 2013, 2023, 2026, 2031 and 2041.

"Underwriter" means Lehman Brothers Inc., Seattle, Washington, or its successor in function, as the original purchaser of the Series 2001 Bonds.

"Vandal Athletic Center Subaccount" shall mean the subaccount in the Series 2001 Project Account into which shall be deposited the portion of the proceeds of the Series 2001 Bonds necessary to acquire or construct the Vandal Athletic Center Project, as further provided in Section 301 hereof

The terms **"hereby," "hereof," "hereto,"** and **"herein," "hereunder,"** and any similar terms as used in this Series 2001 Supplemental Resolution refer to this Series 2001 Supplemental Resolution.

THE REGENTS OF THE UNIVERSITY OF IDAHO

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho authorizing the issuance and sale of Student Fee Refunding and Revenue Bonds, Series 2003, in the principal amount of $17,585,000, authorizing the execution and delivery of a bond purchase agreement and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2003 Bonds

Adopted December 11, 2002

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"Series 2003 Bonds" means the $17,585,000 principal amount of Student Fee Refunding and Revenue Bonds, Series 2003, of the University authorized by this Supplemental Resolution.

"Series 2003 Projects" shall mean the Projects financed with a portion of the proceeds of the Series 2003 Bonds and more particularly defined and described as follows:

(1) **"Food Innovation Center Project"** shall mean acquisition and construction of improvements to the existing laboratory and office spaces in a wing of the Ag Science Building and a new mechanical space on the south side of the building;

(2) **"Beowulf Computer Center Project"** shall mean the construction of improvements to McClure Hall to house the Beowulf Computer Center, including network and repair/assembly workstations and office space;

(3) **"LSS-Gibb Lab Renovation Project"** shall mean the acquisition and construction of improvements to the Life Science South (LSS) - Gibb Complex to enable the Departments of Biological Sciences and Microbiology, Molecular Biology and Biochemistry to fulfill various research programs and grants; and

(4) **"Renfrew NMR Installation Project"** shall mean acquisition for the Department of Microbiology, Molecular Biology and Biochemistry and installation of a 600-MHz NMR spectrometer in Renfrew 34 and related improvements to Renfrew Hall and Renfrew 34.

The University shall have discretion with respect to (i) the overall cost of the size, design and construction of each component of the Series 2003 Projects, (ii) the use of bond proceeds and any additional sources of funding for the Series 2003 Projects, and (iii) other aspects of the Series 2003 Projects; provided however, that (a) each component of the Series 2003 Projects shall constitute a "project" under the Act, (b) the provisions of the Resolution for issuing Additional Bonds for the Series 2003 Projects shall have been complied with, and (c) any changes to the Series 2003 Projects shall not have an adverse effect on the tax exemption of the Series 2003 Bonds.

"Series 2003 Project Account" shall mean the subaccount in the Construction Fund into which shall be deposited the portion of the proceeds of the Series 2003 Bonds to acquire or construct the Series 2003 Projects.

"Supplemental Resolution" means this Supplemental Resolution of the University adopted on December 11, 2002, authorizing the Series 2003 Bonds.

"Trustee" means Wells Fargo Bank Northwest, National Association, and its successors and permitted assigns under the Resolution.

"2003 Insurer" means Financial Security Assurance, Inc., a New York stock insurance company, or any successor thereto or assignee thereof, as issuer of the 2003 Policy.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Subsection: F. Bonds and Other Indebtedness

5. Expenditure of Excess Revenue

Expenditure of project revenues over and above that pledged or otherwise encumbered to meet the indebtedness is limited to expenditures for projects identified in the bond's Official Statement. Expenditure of excess revenue for other projects requires prior Board approval. Expenditures between two hundred fifty thousand dollars ($250,000) and five hundred thousand dollars ($500,000) require prior approval from the executive director and expenditures greater than five hundred thousand dollars ($500,000) require prior Board approval.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

University of Idaho requests authorization to execute a marketing agreement to outsource promotion and multi-media rights for Intercollegiate Athletics, pending successful final negotiations.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.3. and V.I.6.

BACKGROUND

University of Idaho sent out RFP Number 06-24M 3 in November 2005 for athletic promotions, sponsorships and corporate rights. Learfield Communications, Inc. was the apparent successful bidder. The parties have been negotiating the contract since December 2005, and are near a final agreement.

DISCUSSION

This agreement will provide UI with an annual guaranteed revenue stream over the term of the contract, with escalations included in the contract. The guaranteed revenue stream is in excess of the current net income for Intercollegiate Athletic multi-media rights and promotions. Additionally, UI and Learfield will share any revenue above pre-determined revenue amounts. Learfield also will assume many costs that have historically been borne by Athletics, e.g. marketing staff salary and benefits, printing, radio and TV production, promotional expenses, etc.

With this contract UI will eliminate several risks inherent to intercollegiate athletics, and be able to take advantage of the national presence of Learfield Communications. Current clients of Learfield range from the University of Miami and Penn State on the East Coast, Oklahoma and Iowa in the mid-West, and Oregon State University and University of Washington on the West Coast.

IMPACT

This contract will provide UI Athletics with a stable revenue source from multi-media rights while at the same time eliminating several operational costs and netting the University increased overall revenue for Intercollegiate Athletic promotions. It allows UI Athletics the ability to share in increased revenues above share hurdles if sales exceed budgets, and protects UI from any additional costs. It allows UI to increase rights fees if there are material changes, and allows UI to reach many more areas through increased media exposure both in TV and radio.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

ATTACHMENTS

Attachment 1 – Draft of Contract Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff requested and received additional information from the University of Idaho, including an analysis of historical vs. proposed athletic marketing revenues and expenditures. A review of the university's financial projections shows a slight decrease in total athletic marketing revenues over five years, but a total elimination in expenses related to athletic marketing by using this marketing approach. The net change is slightly more than $100,000 for FY 2007 over FY 2006, and almost $200,000 in FY 2011 over FY 2006.

Because the proposed contract is fairly complex, officials from the University of Idaho, including the Athletic Department, have been requested to be available to provide additional details and answer questions from Board members.

Staff recommends approval of the contract as proposed, subject to final approval by the Executive Director.

BOARD ACTION

A motion to approve the request by the University of Idaho to execute a contract with Learfield Communications, Inc., for Intercollegiate Athletic promotions, sponsorships and corporate rights, subject to review and final approval by the Executive Director of the State Board of Education and Board counsel.

Moved by _____ Seconded by _____ Carried Yes____ No____

UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-99999

The UNIVERSITY OF IDAHO (hereinafter refered to as the University) hereby awards to IDAHO VANDAL SPORTS PROPERTIES, LLC, a single member limited liability company wholly owned by Learfield Communications, Inc., (hereinafter refered to as the Contractor or Learfield) Agreement number UI-99999 to furnish Athletic Promotions, Sponsorships and Corporate Rights to the University, as specified in University of Idaho Request for Proposals Number 06-24M in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by a) University of Idaho Request for Proposals Number 06-24M, b) Contractor's response dated December 7, 2005 and c) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein.

RECITALS

WHEREAS, the University has determined that it is in its best interests to grant to a sports marketing firm the exclusive sales and marketing rights to inventory, including, but not limited to, print media, and advertising, signage, and other promotional rights for football, men's and women's basketball games, and other intercollegiate sports; signage and promotional rights for home games; radio and television broadcast rights for football, men's and women's basketball, and related coaches' shows; and any other sponsor-related rights to the University's athletic programs as set forth in section 2 below ("Multi-Media Rights").

WHEREAS, Learfield desires to obtain these Multi-Media Rights;

WHEREAS, University has determined that Learfield's sports sponsorship fee structure and marketing plan best serves the interests of University.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the University and Learfield (individually the "Party" and jointly the "Parties") agree as follows:

AGREEMENT

1.1 Term of Agreement. The term of this Agreement shall be as provided for in the RFP, with an initial term of five (5) years beginning from the effective date of July 1, 2006. The term, if mutually agreed upon in writing by both parties, may be extended for up to five years, in any annual increment, but in case shall it extend beyond June 30, 2016. ("Extension Period"); . University shall provide written notice of its intent to renew to Learfield at least thirty (30) days prior to the expiration date of then current contract year. In the event the University does not elect to renew the contract this Agreement shall become null and void effective on the expiration date of the then current contract term. During Extension Periods all terms and conditions of this Agreement shall remain in effect.

1.2 Mutual Cooperation. Throughout the term of the Agreement as herein above defined, it is the Parties' intention to cooperate to maximize the opportunities that will foster growth in both the amounts and the potential sources of revenue. To that end, the Parties, including the University's Director of Athletics will meet, as they mutually agree is necessary, to discuss the rights and inventory granted to Learfield and any unexpected problems arising therefrom to arrive at mutually satisfactory solutions. The General Manager of Learfield will be encouraged to attend weekly University Athletic Department Senior Staff meetings and will meet each month with the University's Director of Athletics. In addition, University will use reasonable efforts to clearly and concisely define for University's staff the specific roles and responsibilities which Learfield will undertake with the University's Department of Intercollegiate Athletics, including, but not limited to, Learfield's roles and responsibilities with University's head coaches in order that Learfield is better able to maximize revenue generating opportunities. Learfield will keep University informed on a regular basis and/or upon request by the University of its sales and marketing plans as well as its current activities.

1.3 Definitions. For purposes of all provisions of this Agreement, the term "athletic year" shall mean the period measured from July 1st to June 30th.

Vandal Scholarship Fund: (hereinafter refered to as VSF) is a 501(c)(3) tax exempt corporation separate from the University, and includes all local area chapters in addition to its National Board of Directors. VSF is not a party to this Agreement.

Exclusive Rights: as used herein shall mean that the referenced rights are exclusive as to other third parties, but such exclusivity shall not give the holder of such rights the ability to exercise them in violation of, or in conflict with any existing or future NCAA, Western Athletic Conference (WAC), or University policies or regulations, or any other applicable state and federal laws. In addition, such rights shall be subject to any agreement University has with Collegiate Licensing Company (check name). **All Exclusive Rights granted by this Agreement specifically apply only to Intercollegiate Athletics,** and do not extend to the University or any department or division thereof, or preclude Auxiliary Services or other University department, division

or entity, including intramural and other student groups, from promoting or seeking sponsorships for other non-Intercollegiate Athletic events held in any of the facilities where Intercollegiate Athletic events are held or elsewhere. Specifically as an example, Home and Garden shows, Jazz Festivals, academic programs, and other similar programs. held in the Kibbie Dome or other athletic venues are not subject to this Agreement, nor will they be restricted by this Agreement. Except where specific teams or sports are identified, the Exclusive Rights granted shall be granted as to all Intercollegiate Athletics.

Intercollegiate Athletics: as used herein shall refer to those athletic sport programs that are formally identified to and recognized by the NCAA and sponsored by the University's Department of Athletics.

1.4 Coaches and Staff Endorsments. The University will encourage its coaches to cooperate with Learfield if Learfield needs to obtain an endorsement that is beneficial in maximizing the income from the rights granted under this Agreement.Learfield acknowledges that it has no right to require a coach to endorse a particular product. University will encourage its coaches to endorse only those sponsors that are not in competition with the sponsors secured or being pursued by Learfield. University will encourage its coaches to cooperate with Learfield to accommodate reasonable requests of Learfield for its sponsors, and maintain at a minimum no less participation from the coaches with sponsors than in years past. Notwithstanding the above, the University shall only take such encouragement actions if such action is lawful and permitted within the University's tax exempt status and will not otherwise jeopardize the University's tax status.

MULTI MEDIA RIGHTS

2.1 Radio and Television Broadcasts. Learfield is hereby granted Exclusive Rights to radio, including satellite radio and Spanish radio broadcasts, and television broadcast for all Intercollegiate Athletic sports and sporting events. However, in order to protect attendance at home football games, Learfield may not produce or distribute any television broadcasts of any of the Universtiy's home football games without prior written approval from the University. All costs associated with the production and distribution of the radio and television broadcasts, including all applicable talent fees, are the responsibility of Learfield. With respect to on air talent including radio and television, Learfield shall have the right to select talent with the University's prior approval which approval will not be unreasonably withheld.

2.2 Football and Men's Basketball Coaches' Shows. Learfield shall have Exclusive Rights to terrestrial, web distribution and satellite broadcasts for coaches' radio and television shows for football, mens basketball and , womens basketball. Learfield shall provide for weekly radio and television broadcasts for football and mens basketball. Coach shows for womens basketball shall be at Learfield's option. All costs associated with the production and distribution of these shows are the responsibility of Learfield.

The University will assist Learfield in obtaining participation from its coaches. Coaches will be required to be in attendance at each show for a period of time that is sufficient for the production of a sixty-minute weekly radio show and a thirty-minute weekly television show. Learfield may sell a specific placement of the show at a location to be determined by Learfield, such as a local restaurant. Should Learfield desire to place the show outside the Moscow area, such change will be mutually agreed upon in writing by Learfield and the University. With respect to on air talent, Learfield shall have the right to select talent with the University's prior written approval, which approval will not be unreasonably withheld.

2.3 Video Rights. Learfield shall have the Exclusive Rights to Multi-Media productions and to sell any videos (in any reproduction format) produced by Learfield and the sponsorships for any championship team or season highlights video for football, men's or women's basketball. The net proceeds from the sale of the videos and sponsorships, after the recovery of Learfield's production expenses, will be included in the calculation of the collected Adjusted Gross Revenue (AGR) as defined in section 5.1. The University will be provided a copy of Learfield's production expenses prior to such calculation.

2.4 Game Program Production and Advertising Rights. Learfield will prepare and produce agreed upon regular season Intercollegiate Athletic home game programs and Learfield shall have the exclusive right to sell advertising space in those game programs beginning with the 2006 football season for all home games played by the University and those designated as home games although played on a neutral site, during its regular seasons. The game programs will be delivered to the place or places pre-arranged with the University. All costs of preparing, printing and producing the game programs will be the responsibility of Learfield. The University will provide the same content as historically provided for a game program (rosters, team photos, VSF donor recognition pages, and related items). The content, quality and quantity of the game programs will be no less than was historically produced by the University.

2.5 Advertising Signage. Subject to review and written approval by the University of all proposed signage, which approval shall not be unreasonably withheld, University grants Learfield the rights to sell advertising for temporary and permanent signage (electronic or otherwise) in all Intercollegiate Athletic venues on the University of Idaho main campus in Moscow, Idaho. All Once installed, the University will maintain the signage to keep it fully functional and operational, and will promptly make any repairs necessary. All such signage shall be subject to University standards and policies regarding advertising signage characteristics. Any expense associated with producing and installing new signage will be the responsibiltity of Learfield. The University will make available to Learfield at no charge, all existing banners and signage to be used during the term of this Agreement. The rights granted herein shall not preclude the University from installing its own signage promoting or advertising the University or any program or department thereof for any athletic event, provided that such signage space is available for that event. In addition, the Univesity reserves the

right to display all existing and future championship banners, hall of fame recognition, conference team recognition and other traditional recognition of achievement and competition in Intercollegiate Athletics. University shall cover the cost of such atheletic recognition banners and other like items.

2.6 Naming Rights. If during the term of this Agreement, subject to the University's Board of Regents approval when required, the University should decide to offer naming rights for any of its exisiting or new athletic facilities and should decide to have a third party market and sell such rights, Learfield shall have the first right of refusal to market and sell such naming rights on terms and conditions and commission rates acceptable to the University and Learfield which will be set forth in a Naming Rights Agreement. Such Naming Rights Agreement will address all issues related to the naming rights, and will contain provisions which specify that any commissions earned by Learfield shall not be included in the calculation of the AGR; the University will retain all proceeds from the naming rights, net of Learfield commissions; commissions due Learfield will be paid to Learfield during the life of the Naming Rights Agreement as received from the corporate entity; and address the allocation of revenues from the sale of existing and any newly created inventory. The Parties agree that any inventory (existing or new) used by Learfield for the Naming Rights Agreement shall be sold to the University at rate card and the revenue from the sale of this inventory shall be included in the calculation of the AGR.

However, to protect Learfield's financial relationship with sponsors, if a Naming Rights Agreement is secured from an existing sponsor which elects as a direct result of the Naming Rights Agreement to reduce or eliminate the dollar amount of its sponsorship with Learfield in relation to the University, then Learfield will be reimbursed by the University for the loss in sponsorship revenue, at an amount equivalent to the dollar amount of the sponsorship less the pro-rated share in such amount that the Univesity would be entitled to under the terms of this Agreement.

2.7 Suite Sales. If during the term of this Agreement the University decides to build suites in any of its athletic venues (New Suites), the New Suites will fall under the provisions of section 2.14.1. However, the University may elect to retain exclusive rights for any number of New Suites.

2.8 Promotional Items and Events. University grants Learfield the Exclusive Rights to the following promotional items and events, provided however that for all rights granted herein, the University retains the right for its own use, inclusive of all programs, departments, groups, divisions and affiliates.

2.8.1 Printed Promotional Item Rights. Learfield will have the rightto sell advertising on all printed Intercollegiate Athletic promotional items including, but not limited to, team rosters, ticket backs, parking passes, roster cards, media guides, ticket applications and mailer inserts, ticket envelopes, sports calendars, team posters, fan guides, trading cards and schedule cards ("Printed Materials"), except that University retains the right to advertise the University in any Intercollegiate Athletic Printed Materials without displacing sold advertising space. University and Learfield will

mutually agree in writing on an annual basis upon the sponsors, content and amounts of Printed Materials. However, the quantity (numbers produced) and quality will be no less than is being currently produced by the University. All expenses and costs of Printed Materials will be the responsibility of Learfield, with the exception that the University will be responsible for costs of producing and printing the team rosters, ticket backs, parking passes, roster cards, media guides, ticket applications, mailer inserts, and ticket envelopes. The Parties will work together to provide any materials to be included in the printing of these items in a timely manner.

2.8.2 Game Promotion Rights. Learfield will have the right to secure sponsors for pre-game, time-out, half-time, and quarter breaks sponsored promotional activities and special game day on field and on court promotions or contests as well as official game sponsorships. Learfield will work in cooperation with the University to plan such promotional activities. Learfield's promotional activities shall conform with the University's policies and procedures. Promotional activities may include, but are not limited to, premium item giveaways, fan contests on the field, floor, or in the stands, sponsored entertainment acts, product samplings and product displays. Provided, however, this is not intended to exclude or take priority over any activity undertaken by the University for the University at any such event or any approved University student organizations' fundraising activities. Each year Learfield will coordinate and discuss with University an annual game promotions sales plan and seek to coordinate such promotional events with University planned events, and determine to what extent University shall conduct thepromotion and implementation/facilitation as needed during the actual game. Learfield shall assist and provide such promotion and implementation/facilitation services as needed during game events, to the extent that they are not provided by University.

2.8.3 Game Day Sponsorship and Hospitality Rights. Learfield will have the rights to secure sponsors for Game Day Sponsorship and Hospitality Rights activities at all University athletic games, including but not limited to football, volleyball, men's and women's basketball. Game Day Sponsorship and Hospitality Rights is defined as space available at no charge to Learfield at the game venue by sponsors wishing to set up space for such activities as promotional tie-ins and corporate entertainment, subject to exisisting available space. All such sponsorship and hospitality rights shall conform with the Board's policies and procedures, and in particular with the permit process for alcohol service if alcohol will be consumed at an event. University will provide incidental assistance in on-field and on-court production pieces when appropriate, such as public announcements, video boards and message boards. The University will provide Learfield with reasonable inclusion of public address announcements, video boards and message boards. Learfield and University will mutually agree on the quantity and frequency of such announcements. As provided above, the University retains the rights to Game Day Sponsorship and Hospitality rights for any University group, department, program, division or affiliate thereof, and University shall retain the right to first selection of location for such University sponsored hospitality events.

2.8.4 Fan Festival Rights. Should Learfield or the University desire to host an interactive fan festival or related activities, Learfield and the University will be solely responsible for the agreed upon implementation of any related sponsorship opportunities.

2.8.5 Message Board, Video Board Rights, "Pro Ad" or "Ribbon Board" and Public Address Announcements. Learfield shall have the right to secure sponsors for game-related announcements and messages on existing or additional scoreboard or signage systems including, but not limited to, out of town scores, trivia, statistics, features, segments, replays, commercial logo branded messages and contests, and the University will provide Learfield with reasonable incidental assistance in the production and execution of such announcements and messages.

2.9 License to Use University Name and Marks. Subject to existing licensing agreements, and any renewals thereof, the University grants Learfield the right to use the University's name and marks inclusive of trademarks, service marks, logos or symbols at no cost to Learfield. All use of University name and marks by Learfield shall be pre-approved by University in writing. Such approval may be provided on an individual use basis or for a class of like uses. Subject to review and written approval by the University, Learfield may sublicense the use of the University name and marks to a sponsor for the sole purpose of conducting promotions, sponsorships, commercial endorsements or any other marketing activities covered in and subject to this Agreement.

2.10 Retail Promotions. Learfield and its clients/sponsors will have the right to use tickets duly purchased in its retail promotions and all its other projects that are related to its rights under this Agreement. The University and Learfield will prohibit the use of athletic event tickets for promotional purposes by all other third parties without the approval of the University and Learfield. The University agrees to place a notice on all athletic event tickets to such effect.

2.11 Product Display. The University grants Learfield the rights to secure sponsors for product display and product sampling locations at all athletic events.

2.12 Rivalry Series. The Parties may mutually agree upon additional promotional marketing opportunities, including, but not limited to, the right to market and/or create a corporate-sponsored rivalry series. Any rivalry series that is created by Learfield as well as all neutral site games whose rights belong to the University and not the other team shall be Learfield's Exclusive Rights basis, including advertising, game sponsorships, print rights and all other promotional items.

2.13 Athletic Internet Site. Subject to applicable licenses and any existing or currently pending agreements, specifically the pending WAC.tv agreement, Learfield will have the Exclusive Right to sell sponsorship and web presence for advertisers and to stream audio and video broadcasts of University Intercollegiate Athletic games and events and shows on the internet.

2.14 Additional Signage; Multi-Media Rights and other Opportunities. The University presently markets or sells a variety of items that may include sponsor recognition, all of which Learfield may now or in the future sell sponsorship of, subject to written approval by the University. All such additional items where approval is granted shall be subject to the terms of this Agreement. See attachment A for examples of such items.

Although this Agreement includes specific rights granted to Learfield, it is agreed that from time to time opportunities for additional Multi Media Rights (Additional Rights) may arise or be created that might not have been contemplated or specifically mentioned in this Agreement. Except as provided below in 2.14.1 and 2.14.2, these Additional Rights may be added to this contract by written amendment of the Parties, which amendment shall not impose any additional rights fee, but shall allow for the calculation and addition of any additional revenue from these Additional Rights into the the annual AGR for the purposes of calculating the Revenue Sharing amount under Section 5.1 of this Agreement.

2.14.1 Significant University Additions. If the University creates Additional Rights by virtue of the addition of new sport programs, new facilities, or significantly adding on to or enhancing existing facilities, which does not replace current existing Multi Media Rights, then these Additional Rights will be subject to a separate Rights Agreement that will contain provisions to address which Party will be responsible for costs associated with the Additional Rights, the amount of the Additional Rights Fee, and all other matters related to the Additional Rights, including accounting for any resulting loss of existing Multi Media Rights. Examples of Additional Rights include, but are not limited to, the building of new suites as discussed in 2.7 above, and the purchase and installation of a new video replay board as discussed below in 2.14.2.

2.14.2 Video Replay Board. The University is currently in the process of purchasing and installing a video replay board. All costs associated with this purchase and installation are the responsiblitiy of the University. If the University installs this new video replay board in the Kibbie Dome prior to the start of the 2006 – 2007 football season, Learfield will contribute $75,000 ("Video Rights Fee") toward the cost of such video board for each year of this Agreement as outlined in section 4.1. However, if the video board is not installed by the beginning of the 2006 – 2007 football season, then the Video Rights Fee will be reduced on a pro-rata basis in accordance with the actual date of the installation. The University will grant Learfield Exclusive Rights to sell signage on this new video replay board for no additional rights fee beyond the Video Rights Fee, however revenue from signage sells for the video replay board shall be included in the AGR calculation under section 5.1 of this Agreement.

OTHER CONSIDERATIONS

3.1 Suites, Courtside Seating, Tickets and Parking. In partial consideration for the Guaranteed Rights Fee, the University shall identify one (1) luxury suite in our existing press box and provide to Learfield the right to use such luxury suite for game day sponsors at all home University football and men's basketball games ("Existing Suite"), and the number of tickets and parking passes that are necessary in order to fulfill the sponsorship obligations for tickets and parking at no less than the same historical levels at which they have been provided by the University as of the initial date of this contract.

The University will also ensure that tickets and parking passes are made available to Learfield in accordance with the table below, to fulfill the sales and marketing obligations of this Agreement, up to amount made available for such sales and marketing obligation as of the initial date of this contract. Such tickets shall be of the same or better quality as to location as previously provided. The table below documents the quantity of the tickets and parking passes provided to Learfield and appropriate prices at which Learfield agrees to purchase such tickets and parking passes.

Sport Program	Quantity & Item	Price
Football	200 Reserved	Going rate for reserved seating, excluding any VSF contribution requirements
	1,000 General Admission	Minimum price to be counted for NCAA, currently at 33% of highest price ticket
	50 UC/20 Lot 1 Parking Passes	No Charge
Men's Basketball	500 General Admission	No Charge
	5 UC/10 Lot 1 Parking Passes	No Charge
Women's Basketball	500 General Admission	No Charge
	5 UC/10 Lot 1 Parking Passes	No Charge
Volleyball	250 General Admission	No Charge
	10 Mem Gym Parking Passes	No Charge

Any of the Reserved seats to be purchased above that are currently in assigned seats will be seated in those existing seat locations. Any additional tickets requested by Learfield beyond the quantities indicated above will be purchased at standard rates on an as availabile basis. The seat locations of such additional tickets will be consistent

with the level of corporate sponsorship attributable to the tickets requested. To that end, University will use reasonable efforts to provide Learfield with the best quality seat locations that are reasonably available.

The University reserves the right to invoice Learfield for any number of general admission tickets for football games, provided the total amount does not exceed the net amount of the Rights Fee. The Rights Fee will be reduced dollar for dollar to pay for these tickets.

Learfield will purchase football tickets to the Washington State University game held at Martin Stadium via separate transactions directly with Washington State University.

The Parties acknowledge that courtside seating currently exists for men's and women's basketball and volleyball games. These seats are intended for the use of VSF donors, corporate trade partners as listed in attachment B, and corporate partners. These seats will be allocated as one third (1/3) to Learfield for corporate sponsors, and two thirds (2/3) to the University for Univeristy or VSF use. The location and quality of the seats allocated to Learfield will be of equal or greater value than those allocated to the University. Any additional courtside seating or other special seating developed and paid for by Learfield in coordination with the appropriate facility staff will be for the sole use of Learfield.

3.2 Existing Trade Agreements. To the extent that the University has executed various advertising and sponsorship trade agreements as listed in Attachment B, Learfield may under mutual agreement manage these agreements on behalf of the University with the benefits of these agreements continuing to be realized by the University. Learfield will manage these agreements with the objective of upgrading, improving and re-packaging various multi-media components of the agreements, and the University will continue to provide Learfield fulfillment benefits at the current levels under each of such agreements throughout their respective terms, including tickets, hospitality, suite access, parties, trips, signage, merchandise, etc. Subject to review and approval of any renewal or extension of these existing contracts, the University will continue to provide the same level of benefits to the corporate sponsors under these agreements.

3.3 Vandal Scholarship Fund. The Parties acknowledge that many corporate sponsors currently have portions of their packages which include contributions to the VSF. These relationships will continue and may increase or decrease during the term of the Agreement and the parties realize that in the course of these relationships the VSF may solicit such corporations for donations. Nothing in this Agreement shall control the actions of the VSF and no actions of the VSF shall reflect on the duties and obligations of the Parties under this Agreement., However, the Parties agree to mutually cooperate and work together with VSF.

The Parties acknowledge that existing or new VSF donors may from time to time

express interest in developing a corporate advertising package, and/or existing or new corporate partners may express an interest in becoming involved in the VSF as part of their overall involvement with the University. The Parties will work cooperatively to direct VSF donors and/or corporate partners to the appropriate entity to meet their individual needs, but at no time will they solicit or otherwise give incentive to trade VSF donations for corporate agreements or vice versa.

The Parties further recognize that there are existing VSF trade agreements in which corporate and/or individuals donate goods and/or services exclusively for recognition by the VSF. Any current or new such agreements are for sole benefit of the VSF, and any expense or recognition will be the sole responsibility of the VSF.

3.4 Postseason Tickets. During each year of the Agreement, Learfield will have the first right of refusal to purchase up to 50% of the University's allotment for all post season tickets, including Western Athletic Conference (WAC) championships and NCAA championships for all sport programs except football, for which Learfield will have the first right of refusal to purchase up to 100 bowl game tickets. The quality of the tickets allocated to Learfield will be proportional to the quality of the total tickets made available to the University. If, for example, one-third of the University's tickets are in the lower level of the Western Athletic Conference Tournament, one-third of Learfield's allocation of tickets will be in the lower level, as well.

3.5 Parking, Travel, Use of Facilities, Staffing and University Functions: The University will provide Learfield, parking and all access credentials on all game days for Learfield staff members at or adjacent to the University athletic facility.

The University will use reasonable efforts to provide parking on all business days to Learfield employees at cost levels that are available to University staff members. All Learfield employees who park on the University campus shall be subject to Univeristy parking regulations and either the employees or Learfield shall be responsible for purchasing the necessary parking passes for such employees.

Subject to availability and applicable University policies, Learfield shall have the use of a room or an appropriate designated area at the University's facilities for two on-campus functions at at normal charge paid for by either the Athletic Department or Learfield as determined by them. The size of the room needed shall be specified by Learfield. Learfield will pay the cost of catering such functions and any other cost associated with the room use beyond the room rental rate.

During the term of this Agreement, University will provide Learfield with two (2) seats on the University's chartered airplane for one away football game each year, such game to be mutually agreed between the Parties prior to the start of the fiscal year, plus one (1) room at the team/donor hotel, transfers and two (2) tickets to the game. If Learfield uses these for a sweepstakes, any such sweepstakes shall be held in accordance with Idaho law.

Learfield shall be responsible for all travel costs, per diem and reimbursement for its

employees. University shall use its best efforts to provide Learfied with space on all team airplanes or buses carrying the University's football team for up to two (2) Learfield staff members to be the radio broadcast team, and for one media person for all mens and womens basketball games. University will insure that a hotel room is available within the block reserved for the team/donor hotel for use by Learfield, however Learfield shall be responsible for the cost of the hotel room. To the extent that University incurs cost for travel and lodging for Learfield employees, such cost shall be invoiced and billed to Learfield, and deducted from the Guaranteed Rights Fee. University will provide Learfield with all game day media credentials necessary for the Learfield broadcast team.

3.6 Office Space. The University will provide office facilities and furniture in a University athletic venue to Learfield during the term of the Agreement ("Leased Premises"). The Leased Premises shall be of a size and quality to accommodate up to two full-time Learfield employees and one intern. Learfield may, in its sole discretion, hire additional personnel. University will provide internet hook-up, phone access and telephones and copier access to Learfield in the Leased Premises with the costs of such services to be tracked by University and reimbursed annually in June of each year by Learfield. In no event shall Learfield be responsible for paying any other expenses relating to the Leased Premise other than out-of-pocket expenses such as phone charges and office supplies. Learfield will be responsible for any excessive charges for these services as well as any special IT charges associated with connecting Learfield staff to their network, cell phones or any other specialized office expense. If Learfield needs to expand its staff to carry out its responsibilities under this Agreement, subject to availability, the University will provide Learfield additional office space to accommodate such need immediately adjacent to Learfield's Leased Premises, or in different space large enough to accommodate all of Learfield's needs.

3.7 Historical Promotional Inventory. To meet the obligations for existing trade partners as discussed in 3.2 above, the University shall continue to receive the same historical promotional inventory, including applicable radio and television inventory, that it presently receives but shall cooperate and work with Learfield to free up inventory for sale by Learfield to sponsors.

3.8 Efficient operation. Except as otherwise provided in this Agreement, Learfield will furnish all labor, management, supplies, and equipment necessary to fulfill its obligations herein. University will provide incidental assistance to the extent permissible within its tax exempt status.

3.9 Permits. Learfield will be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent University rules and policies and municipal, county, state and federal laws, and will assume liability for all applicable taxes including but not restricted to sales and property taxes.

3.10 Successful Performance. Recognizing that successful performance of this Agreement is dependent on mutual cooperation between Learfield and University,

Learfield will meet periodically, but not less than semi-annually with the University to review Learfield's operations pursuant this Agreement and make necessary adjustments**.**

3.11 Media Payments to Coaches and Staff Members. The University is obligated to make media payments to selected coaches and staff members according to a schedule contained in their respective employment contracts and subject to the conditions therein. The University may request from time to time that Learfield make media payments directly to selected coaches and staff members, provided the total amount does not exceed the net amount of the Guaranteed Rights Fee. Learfield will use its best efforts to make such payments, provided the University has made a request for such payments in writing including the signature of the Director of Athletics. Any such payment agreed to by Learfield shall decrease the Guaranteed Rights Fee accordingly and will be paid in a manner consistent with the timing of the regularly scheduled payments described below. All such payments for each individual coach or staff member and shall not exceed the amount set out in said employment contract. Learfield will provide the appropriate tax forms to these individuals.

GUARANTEED RIGHTS FEE

4.1 Guaranteed Rights Fee. As payment for the rights granted under this Agreement, but subject to the provisions of Section 5.1 of this Agreement, Learfield will pay the University a Guaranteed Rights Fee in such amounts as set forth below and a Video Rights Fee as set forth in section 2.14.2. The Guaranteed Rights Fee described below is based upon the accuracy of the information previously provided Learfield by University with respect to current inventory Learfield is assuming ("Previous Information"). If the Previous Information is inaccurate, the University will either replace inventory or alleviate any problem associated with such inventory to Learfield's satisfaction, failing which the Guaranteed Rights Fee shall be reduced accordingly. All Guaranteed Rights Fees and Video Rights Fees owed by Learfield shall be paid one-half on December 31st and one-half on May 15th of each athletic year.

Rights Fees

Athletic Year	Guaranteed Rights Fee	Video Rights Fee	Total Rights Fee
2006 – 2007	$500,000	$75,000	$575,000
2007 – 2008	$525,000	$75,000	$600,000
2008 – 2009	$550,000	$75,000	$625,000
2009 – 2010	$575,000	$75,000	$650,000
2010 – 2011	$600,000	$75,000	$675,000
2011 – 2012	$625,000	$75,000	$700,000
2012 – 2013	$650,000	$75,000	$725,000
2013 – 2014	$675,000	$75,000	$750,000
2014 – 2015	$700,000	$75,000	$775,000
2015 – 2016	$725,000	$75,000	$800,000

Notwithstanding anything contained in this Section 4.1 to the contrary, if any existing multi-year contract that University assigns to Learfield or that Learfield assumes the management of t is terminated by a sponsor for any reason as a direct result of sole action by the University or its employees, a dollar for dollar credit and reduction in the amount of the actual lost revenue to Learfield shall be made from the Guaranteed Rights Fee. If any existing multi-year contract that Learfield takes over from the University is terminated by a sponsor for any reason that is not the direct result of sole action by the Univeristy or its employees, then there will be no reduction in the Guaranteed Rights Fee.

4.2 Signing Bonus. Learfield will pay University a one-time signing bonus of $25,000 no later than December 31, 2006. At such time as there is a written agreement that extends this contract until June 30, 2016, Learfield will pay University an additional signing bonus of $25,000 no later than December 31 of the then current calendar year.

4.3 Trade Income. Learfield will provide the the University with the historical levels of trade income(defined herein as goods and services provided to the University by third party businesses or individuals at no charge in exchange for advertising at

University athletic events or other considerations), as determined initially on April 30, 2006 and documented in Attachment B during each year of this Agreement plus $50,000 per year of Additional Trade, such Additional Trade amount to be a net increase after any cash outflow from the University required to secure such Additional Trade. The University reserves the right to approve any Additional Trade prior to it being accepted. Learfield will evaluate existing trade agreements and endeavor to renew, certain historical in-kind/trade benefits that the school truly deems as cash offsets. Learfield will have the right to substitute alternate inventory to current trade customers, if those customers are otherwise displacing potential cash-paying customers. If the existing trade does not displace cash expenses for the University, then after consultation with the University, Learfield will have the option of eliminating/reducing certain trade agreements. In the event University requests trade benefits in excess of such amount, Learfield will receive a rights fee credit of 70% of fair market value of additional trade benefits provided to University annually. If Learfield, with the agreement of the University, eliminates or reduces certain trade agreements below the levels documented in Attachment B, then the Guaranteed Rights Fee will be increased by 70% of the fair market value of the trade lost.

4.4 Reduction to Guaranteed Payment. Notwithstanding anything contained in this Agreement to the contrary, a fair and equitable reduction, in the Guaranteed Rights Fee will be agreed upon by Learfield and University if any one or all of the following events occur during the term of this Agreement, which reduction will be negotiated in good faith by the Parties:

a. the University's football or men's basketball team incurs sanctions that prevent either of them from appearing in post-season conference, NCAA, or NIT tournament games (for basketball) or post-season playoff or bowl games (for football), or reduces the number of scholarships which can be offered for reasons other than compliance with APR regulations; or

b. the NCAA or the Western Athletic Conference (or any subsequent conference to which University belongs) places either the men's basketball or football program on probation; or

c. the men's basketball or football program is no longer a member of the Western Athletic Conference (or any subsequent conference to which University belongs); or

d. the University requests that Learfield take on additional expenses beyond an incidental amount of $100 for which it is not otherwise obligated under this agreement and Learfield in fact incurs such expense; or

e. One or more of University's major athletic programs (i.e., men's football or basketball) is eliminated or substantially curtailed, or

f. should the NCAA or the University disapprove of any commercial sponsor or commercial advertisement that had been previously approved by NCAA or University and for any reason other than compliance with applicable policies, regulations and laws and such disapprovalresults in a material deviation in the type, kind or quantity of inventory provided to Learfield, (in such case, the University agrees in advance that, pursuant to Section 4.1, Learfield may reduce the Guaranteed Rights Fee dollar for dollar based upon the amount of commercial sponsorship or advertising dollars that

were lost due to the exclusion of said sponsor, advertiser or inventory), or

g. Should any acts of terrorism, acts of state or the United States, strikes, labor shortages, epidemics, pandemics or any natural disaster, including but not limited to, flood, fire, earthquake, tornado, hurricane or extremely severe weather condition, drought, loss of power, whether or not resulting from a natural disaster (collective a "Prevention Event"), prevent a University game from being played at its originally scheduled athetic venue at is originally scheduled time, and such game is not rescheduled, and Learfield's AGR for that year does not reach the level identified in section 5.1 for revenue sharing.

SUPPLEMENTAL COMPENSATION PLAN

5.**1** **Revenue Sharing**. In addition to the Rights Fee set forth above in Section 4.1, University will receive 40% of all annual collected Adjusted Gross Revenue ("AGR") that exceeds the levels below. AGR is defined as collected gross revenue less agency commissions and direct out-of-pocket promotional costs (primarily tickets).

Athletic Year	AGR Amount
2006 – 2007	$1,100,000
2007 – 2008	$1,150,000
2008 – 2009	$1,200,000
2009 – 2010	$1,250,000
2010 – 2011	$1,300,000
2011 – 2012	$1,350,000
2012 – 2013	$1,400,000
2013 – 2014	$1,450,000
2014 – 2015	$1,500,000
2015 – 2016	$1,550,000

6.1 General Terms and Conditions. The terms and conditions contained in this Agreement will govern and take precedence over any terms and conditions in the RFP if the terms and conditions in the RFP vary from or are inconsistent with this Agreement. To the extent that this Agreement does not address a particular point contained in the RFP, then the provisions of the RFP as to such point only shall govern the rights and responsibilities of the parties under this Agreement.

6.2 Choice of Law, Forum Selection, Entire Agreement, and Amendment.

6.3 Assignment. Learfield may not assign any rights or obligations of this Agreement without the prior written approval of the University. This Agreement will be binding upon Learfield, or its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement will be void.

6.4 Termination for Cause. The University may terminate this Agreement in whole or in part for cause if Learfield fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Agreement. Notwithstanding anything contained in this Section 6.4, University must state with particularity, in writing, the specific matters of Learfield's non-compliance, whereupon Learfield shall have sixty (60) days to cure such matters, or such longer period if Learfield is diligently pursuing a cure and University agrees in writing to a longer period.

6.5 Independent Contractor. Learfield will perform its duties hereunder as an independent contractor and not as an employee of the University. Neither Learfield nor any agent or employee of Learfield will be or will be deemed to be an agent or employee of the University. Learfield will pay when due all required employment taxes

and income tax withholding, including all federal and state income tax and any monies paid pursuant to this Agreement. Learfield and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from the University. Learfield will have no authorization, express or implied, to bind the University to any agreements, liability, or understanding except as expressly set forth herein. Learfield will be solely responsible for the acts of Learfield, its employees and agents.

6.6 Audit and Retention of Books and Records. The University will have the right upon reasonable notice to Learfield, (not more than once per year, and once during the three years following the termination of this Agreement) to inspect and copy such books, records, and documents (in whatever medium they exist) related solely to this Agreement as well as all accounting procedures and practices of Learfield, its agents and subcontractors, to verify Learfield's performance and all expenses submitted pursuant to the terms of this Agreement. Learfield will make such items available for inspection during normal business hours at Learfield's principal place of business. All such items will be retained by Learfield during the term of this Agreement and for a period of three (3) years after the termination of the contract.. Any items relating to a claim arising out of the performance of this Agreement will be retained by Learfield, its agents and subcontractors, if any, until the claim has been resolved.

7.1 University Information; Learfield Information. Learfield agrees that any information it receives during the course of its performance, which concerns the personal, financial, or other affairs of the University, its regents, officers, employees or students will be kept confidential and in conformance with all state and federal laws relating to privacy. University agrees that any information it receives from Learfield under this Agreement which concerns the personal, financial or other affairs of Learfield, its members, stockholders, officers, directors, employees and advertisers will be kept confidential (unless disclosure is required by law) and in conformance with all state and federal laws relating to privacy.

7.2 Insurance.

7.3.1.1 Learfield and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by Learfield and provided to the University within seven (7) days of the signing of the contract by Learfield. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 8.0. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be

given to the insurance broker or agent of the Learfield and its subcontractor(s) of any tier, upon award of bid to Learfield.

7.3.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Learfield and its subcontractor(s) of any tier to maintain such insurance.

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Learfield and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Learfield and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Learfield is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 Required Insurance Coverage.

Learfield and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance.Learfield and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than $1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than $1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Learfield and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than $1,000,000; Underinsured and Uninsured Motorists limit of not less than $1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than $10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

7.3.2.3 Business Personal Property. Learfield and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Learfield and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

7.3.2.4 Workers' Compensation. Learfield and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Learfield and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Learfield and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than $100,000 / $500,000 / $100,000.

7.3.2.4 Professional Liability. If professional services are supplied to Institution, Learfield and its subcontractor(s) of any tier, Learfield and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of

occurrence. Limits of liability shall be not less than one million dollars ($1,000,000).

7.3 Indemnification. Learfield shall indemnify, defend and hold harmless the State of Idaho, and University of Idaho and its governing board, employees, agents, and assigns, from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Learfield's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act ofLearfield, or any of its agents, contractors, employees, invitees or guests. Learfield upon notice from the University, shall defend the University at Learfield's expense by counsel reasonably satisfactory to the University. Learfield, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Learfield shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received, with notice to University of Idaho, Attn: Risk Management Officer, PO Box 443162, Moscow, Idaho 83844-3162,; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, the University shall indemnify and hold harmless [OTHER PARTY], its agents, and employees, from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the University's possession, operations or performance under this indemnification agreement. The University's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. Limits of liability, and this indemnification, are $500,000 Combined Single Limits, which amount is the University's limit of liability under the Idaho Tort Claims Act.

7.4 Anti-Kickback Enforcement Act of 1986. This Agreement is subject to the provisions of the Anti-Kickback Enforcement Act of 1986, Public Law 99-634 941 U.S.C. 51-58). By accepting this Agreement, Learfield (i) certifies that it has not paid kickbacks directly or indirectly to any University employee for the purpose of obtaining this or any other University Agreement, and (ii) agrees to cooperate fully with any investigation involving a possible violation of the Act.

7.5 Non-Solicitation by University. University agrees that during the term of this Agreement, including any extension of the term, and for a period of twenty-four (24) months, after its termination, irrespective of the reason for its termination ("Restricted Period"), University shall not directly or indirectly solicit any employee of Learfield or

encourage any such person to terminate its relationship with Learfield, without the prior written agreement from Learfield to allow such contact. This provision shall not be interpreted to prevent University from hiring such individual should such individual apply for a University job unsolicited and without encouragement and be the most qualified candidate for the position. University acknowledges that its breach of this section shall entitle Learfield to injunctive relief.

7.6 Injunctions. In addition to any other remedies permitted by law, should either party violate the terms set forth herein, the violating party shall be entitled to injunctive relief against the other to restrain any further violation of these provisions. Should either party be successful in this endeavor, the other party shall pay all costs and expenses associated therewith, including reasonable attorneys' fees.

7.7 Notices/Administration. Except as otherwise provided in this Agreement, all notices, requests and other communications that a party is required or elects to deliver will be in writing and delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other addresses as such party may designate by notice given pursuant to this section:

If to University:
University of Idaho
Attention: Dr. Rob Spear, Director of Athletics
P.O. Box 2302
Moscow, ID 83844-2302
Facsimile No: 208-885-2862
E-mail Address: rspear@uidaho.edu

Copy to:
University of Idaho
Vice President of Finance and Administration
(add address)

If to Learfield:

IDAHO VANDAL SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
Attention: Greg Brown
2400 Dallas Parkway, Suite 400
Plano, TX 75093
Facsimile No: (469) 241-0110
E-mail Address: gbrown@learfield.com

With a copy to:

Philip A. Kaiser
The Kaiser Law Firm, P.C.
12231 Manchester Road, First Floor
St. Louis, MO 63131
Facsimile No: 314-966-7744
E-mail Address: phil@kaiserlawfirm.com

7.8 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, will not be affected and each provision of the remainder of the Agreement will be valid and be enforceable to the fullest extent permitted by law.

7.9 Survivability. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder will so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

7.10 Force Majeure. Neither Party will be considered to be in default of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party.

7.11 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which will constitute one Agreement.

7.12 Headings. The headings of the sections of this Agreement are used for convenience only and do not form a substantive part of the Agreement.

IN WITNESS WHEREOF, Learfield and the University have entered into this Agreement as of the dates set forth below but with the effective date specified above.

UNIVERSITY OF IDAHO	**IDAHO SPORTS PROPERTIES, LLC**
	By: Learfield Communications, Inc., its Sole Member
By: _____	By: _____
Name: Lloyd Mues	Name: _____
Title: Vice President, Finance & Admin	Title: _____
Dated: _____, 2006	Dated: _____, 2006

Attachment A – Mulit Media Rights

- Rights to University's fixed scoreboard signage for Kibbie Dome
- Any scorers' table, press row or baseline table advertising panels (rotational or backlit)
- Any sideline and endline advertising panels
- Facade, tunnel and Concourse Signage
- Temporary Signage for Athletic events as approved by the University
- Message Center Displays
- Videoboard advertising displays and promotions at all Athletic events at Kibbie Dome
- Public address announcements at University events at Kibbie Dome
- Concourse displays
- Press conference backdrops
- Coaches' headsets
- Football goal post pad
- University and opposing team bench chair backs
- Basketball goal posts padding
- Basketball backboard supports
- Team entry covers/signage
- Playing surface logo opportunities, as approved by the University
- Sideline employees (e.g., chain crew, managers, etc.) clothing and equipment
- Plastic souvenir cups and concession (food) containers, subject to agreement by Sodexho
- Venue naming rights (to be negotiated separately, if desired by the University)
- Logo rights on the field (if approved by the University)
- Other opportunities as approved by the University

Attachment B – Existing Trade Agreements

Corporate Sponsor	Trade Value	Use
Argonaut	$1,000	Advertising
Arrow Machinery	$1,000	Use of 'Gator' Vehicle
Best Western - Safari Motor Inn	$2,000	Accomodations
Breakfast Club	$1,000	Meals
Bryden Canyon Golf	$5,000	Course Use
Columbia Paint	$1,750	Paint and supplies
Comcast-Spotlight	$16,700	Advertising
Deranleau's Appliance	$2,000	Merchandise
Dex Media	$25,000	Advertising
Furniture Center	$200	Best Seat in the House
H & H Business Systems	$600	Copier maintenance
Happy Day Corporation	$4,000	Meals
Holiday Inn Express	$2,000	Accomodations
Inland NW Ski Association	$3,200	Ski Tickets
Names & Numbers	$4,000	Advertising
Insty Prints	$3,500	Printing
Video Production - TBD	$2,700	Video production
Jus' Playing Inc.	$4,000	Apparel
KHTR/Border 104	$30,000	Radio home
KLEW-TV	$9,000	Advertising
KRPL	$2,310	Advertising
Lamar Outdoor Advertising	$15,000	Advertising
Lewiston Morning Tribune	$10,000	Advertising
Loco Grinz	$2,500	Meals
NW Dodge	$30,000	Season Tix Promotion - Vehicle
Paloue Investment Advisors	$1,000	Student Bounty Promotion - VB
Palouse Inn	$3,000	Accomodations
Pizza Perfection	$7,200	Meals/Promotions
Precision Engraving	$1,000	Services
Qdoba Mexican Grill	$1,500	Meals
Red Lion Hotels	$2,500	Accomodations
Roadway Inn	$1,900	Accomodations
Shirt Shack	$6,750	Embroidery/Screen Printing
Stadium Sports	$40,500	Embroidery/Screen Printing
Super 8 Motel	$1,600	Accomodations
U I Bookstore	$1,500	Merchandise
	$246,910	

Additionally, Hayden & Ross and Palouse Investment Advisors have agreements which provide $1,000 each to UI Athletics to fund two student attendance programs (Student Bounty and Catch for Cash). Learfield agrees to continue to fund these promotions.

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

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.

6. Disposal of Personal Property

   Sale, surplus disposal, trade-in, or exchange of property with a value greater than two hundred fifty thousand dollars ($250,000) requires prior Board approval.

   a. First Refusal

      When the property has a value greater than five thousand dollars ($5,000), the institution, school or agency must first make a good faith effort to give other institutions, school and agencies under Board governance the opportunity of first refusal to the property before it turns the property over to the Department of Administration or otherwise disposes of the property.

   b. Sale of Services

The sale of any services or rights (broadcast or other) of any institution, school or agency requires prior approval of the Board when it is reasonably expected that the proceeds of such action may exceed two hundred fifty thousand dollars ($250,000). Any sale of such services or rights must be conducted via an open bidding process or other means that maximizes the returns in revenues, assets, or benefits to the institution, school or agency.

c. Inter-agency Transfer

Transfer of property from one Board institution, school or agency to another institution, school or agency under Board governance may be made without participation by the State Board of Examiners or the Department of Administration, but such transfers of property with a value greater than two hundred fifty thousand dollars ($250,000) require prior Board approval.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Amending the 2002 Operating Agreement between the University of Idaho and the Idaho Department of Water Resources (IDWR) to permit IDWR's occupancy of additional space and clarify consultation and dispute resolution procedures.

REFERENCE

December 2002 Approved at Regular Board Meeting

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b.1.

BACKGROUND

The 2002 Operating Agreement between the University and IDWR addresses the relationship between UI and IDWR as it relates to IDWR's tenancy in the Idaho Water Center. The agreement anticipates that IDWR would eventually wish to secure additional space to meet its future operational needs.

DISCUSSION

The proposed amendment will provide an additional approximately 4400 rentable square feet to IDWR. The space currently is vacant and the University is paying for the space under the terms of the 2002 Facilities Use Agreement with the Idaho State Building Authority. In addition to providing additional space for IDWR and receipt of payment for that space and its improvements, the amendment also more formally establishes a consultation and dispute resolution mechanism that was suggested, but undeveloped, in the 2002 agreement.

IMPACT

Approval of this amendment will result in tenant improvement costs of approximately $177,000 paid by the University, but which over the term of the amended agreement will be paid by IDWR as the tenant. UI will separately seek Board of Regents Executive Director's authorization for the capital project to construct the associated tenant improvements. The amendment will shift debt service for the currently vacant space and additional operating costs to the Idaho Department of Water Resources.

ATTACHMENTS

Attachment 1-1st Amendment to Op Agreement Page 3
Attachment 1-Exhibit 1-IWC 2002 Op Agrmt Page 7
Attachment 1-Exhibit 2-IWC Space Map Page 21

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

STAFF COMMENTS AND RECOMMENDATIONS

Tenant improvement costs to be paid for by the UI will be recouped from IDWR over the life of the remaining lease period (29 years), by adding the payments into the existing lease.

This request to the Board relates solely to amendments to the operating agreement between the UI and IDWR.

UI officials will be present to answer questions from Board members.

Staff recommends approval of the amendments to the operating agreement.

BOARD ACTION

A motion to authorize the Vice President for Finance and Administration at the University of Idaho to execute an amendment to the 2002 Operating Agreement with the Idaho Department of Water Resources, with respect to space usage in the Idaho Water Center. Final approval of the amendment is contingent upon review by the Executive Director of the State Board of Education and Board legal counsel.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FIRST AMENDMENT TO OPERATING AGREEMENT (Idaho Water Center)

This First Amendment to Operating Agreement ("Amendment") is made by and between the Idaho Department of Water Resources ("IDWR"), the Idaho Water Resource Board ("Board") and the Board of Regents of the University of Idaho ("University").

WHEREAS, IDWR, Board and University entered into an Operating Agreement on December 17, 2002, which is attached hereto as Exhibit 1 and incorporated herein by this reference (the "Operating Agreement").

WHEREAS, each party hereby acknowledges that, with this Amendment, the other parties have fully complied with the terms and provisions of the Operating Agreement.

WHEREAS, Section 19 of the Operating Agreement states that "This Operating Agreement may be modified or amended only by an agreement in writing signed by a duly authorized representative of the University and IDWR."

WHEREAS, Section 3.3 of the Operating Agreement anticipated that IDWR may have space needs within the Idaho Water Center beyond the space provided in the Operating Agreement.

WHEREAS, Section 8 of the Operating Agreement provides that the parties shall establish procedures for consultation on issues of construction, operations and maintenance and the resolution of disputes.

WHEREAS, IDWR desires to occupy additional space under the terms of the Operating Agreement and University is willing to provide additional space under the terms of the Operating Agreement.

WHEREAS, the parties desire to establish procedures for consultation and the resolution of disputes.

Now, THEREFORE, in consideration of the mutual promises contained herein, University and IDWR agree as follows:

A. The University has offered and IDWR hereby elects to lease additional space under the terms of Section 3.1 "Space Allocation" of the Operating Agreement. The additional space is the area generally depicted in the attached Exhibit 2, which is incorporated herein by this reference, and consists of four thousand four hundred twenty-four (4,424) net rentable square feet. This additional space shall hereafter be referred to as the "2006 Expansion Space". The terms and conditions of the Operating Agreement, as modified by this Amendment, shall apply to the lease of the 2006 Expansion Space.

B. Section 3.2 "Completion of IDWR Space" of the Operating Agreement is hereby amended to include the following as an additional sentence at the end of the section:

> The University shall take reasonable steps within its control to ensure 2006 Expansion Space is substantially complete and available for occupancy by December 29, 2006.

C. Section 4.1 "Lease Rate Allocation of the Operating Agreement is hereby modified by deleting the existing section 4.1 and inserting the following:

> 4.1 Lease Rate Allocation. IDWR shall pay a lease rate allocation as set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Schedule") as full payment for IDWR's use, occupancy, and enjoyment of the initial space allocation

identified in section 3.1 and the 2006 Expansion Space. The Schedule and any adjustments pursuant to section 4.2 shall be based upon the fifty four thousand four hundred twenty-four (54,424) net rentable square feet occupied or allocated to IDWR. If IDWR elects to lease additional space pursuant to section 3.3, IDWR and the University shall adjust the Schedule or make other provision for payment of the costs of such additional space.

D. Section 5 "IDWR Tenant Improvement Allowance" of the Operating Agreement is hereby amended to include as an additional sentence at the end of the section:

The tenant improvement allowance for the 2006 Expansion Space shall be $40 per net rentable square foot, which is one hundred seventy six thousand nine hundred sixty dollars ($176,960). Any costs exceeding such amount shall be at the separate and sole expense of IDWR.

E. In accordance with the provisions of Section 8 "Decision-making Authority" of the Operating Agreement the parties hereby establish the following procedures for consultation concerning the resolution of disputes. The Hydrology Center Board of Managers shall be the board of managers elected pursuant to the Declaration of Covenants, Conditions and Restrictions for the Hydrology Center Condominiums. The Hydrology Center Condominiums shall mean the condominiums in the building defined as the Water Center in the Operating Agreement

1. Consultation. The service of IDWR and University representatives on the Hydrology Center Board of Mangers shall provide the consultation between IDWR and the University required by the Operating Agreement for all matters before the Board. IDWR shall notify the University of a contact person for all building maintenance, construction, and operations matters not within the responsibilities of the Board of Managers. University shall provide notice to the IDWR contact person of all such matters as they relate to IDWR's allocated space and common area. Except in the case of an emergency, the notice shall be in advance of any action by University and shall provide sufficient time for IDWR to comment on the matter.

2. Dispute Resolution. In the event of a dispute between IDWR and University concerning the Facilities Lease, the Operating Agreement, or building maintenance, construction or operations, either party may submit a request for dispute resolution to the other party. Within thirty (30) days of a request for dispute resolution, representatives of IDWR and University shall be designated by their chief executive officers and shall meet to resolve the dispute. Should an impasse occur between the representatives, the chief executive officers of IDWR and the University shall each delegate one representative to a dispute resolution panel (the "Dispute Panel") by written notice to the other party. The IDWR and University representatives shall jointly delegate a third person to serve on the Dispute Panel. If the IDWR and University representatives are unable to reach agreement on the third member, the Office of the Governor shall appoint the third member of the Dispute Panel. Unless the time period is shortened by the Dispute Panel, the parties shall submit written summaries of the disputed issue and the proposed resolution of the disputed issue to the Dispute Panel within fifteen (15) days of the request for dispute resolution. The Dispute Panel shall issue a written resolution of the disputed issue within fifteen (15) days of the submission of the last written summary. .The resolution of the disputed issue determined by the Dispute Panel shall be final and binding upon all parties unless a judicial action is initiated by IDWR or the University within twenty-eight (28) days following the final decision of the Dispute Panel.

F. If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Operating Agreement, the terms and provisions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Operating Agreement shall remain in full force and effect and be binding upon the parties in accordance with the terms therein. The Operating Agreement, as amended by this Amendment, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties. The Agreement may not be further amended in any manner except in a writing signed by the parties.

G. This Amendment shall be in full force and effect at 12:01 a.m. on January 1, 2007.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) set forth below.

Idaho Department of Water Resources

_____
Karl J. Dreher, Director

_____
Date

Board of Regents of the University of Idaho

_____
Lloyd E. Mues, Vice-President
Finance & Administration

_____
Date

Idaho Water Resources Board

_____
Jerry R. Rigby, Chairman

_____
Date

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OPERATING AGREEMENT
(Idaho Water Center)

THIS OPERATING AGREEMENT is dated and is effective as of the 17th day of December, 2002, by and between the **IDAHO DEPARTMENT OF WATER RESOURCES** ("IDWR"), the **IDAHO WATER RESOURCE BOARD** ("Board") and the **REGENTS OF THE UNIVERSITY OF IDAHO** ("University").

RECITALS

A. The Idaho Department of Administration, Division of Public Works issued a request for proposals dated September 24, 2001 (the "RFP"), requesting proposals to provide office space for IDWR.

B. Civic Partners West, LLC, as agent for the University of Idaho Foundation, submitted a proposal in response to the RFP dated November 2, 2001 (the "Proposal"). The Proposal offered to provide office space to IDWR located in a building to be constructed and known as the Idaho Water Center, as more particularly described in the Proposal.

C. Following the Proposal, the University and IDWR entered into discussions with Civic Partners West, LLC and the University of Idaho Foundation regarding the development of the proposed building.

D. The Second Regular Session of the Fifty-Sixth Legislature of the State of Idaho enacted House Concurrent Resolution No. 60, 2002 Idaho Session Laws 1085, wherein the Legislature authorized and approved IDWR and the University, separately or together, to enter into an agreement with the Idaho State Building Authority (the "Authority") for the financing and development of the proposed building.

E. Pursuant to Idaho Code section 42-1734, the Board has the power and duty to enter into contracts to effect the purposes of Idaho Code, title 42, chapter 17.

F. IDWR, the Board and the University have entered into, or will enter into simultaneously with the execution of this Operating Agreement, an Agreement for Financing and Development of the Idaho Water Center (the "Development Agreement") and a Facilities Lease (the "Facilities Lease"), both with the Authority and both involving and for the building to be known as the Idaho Water Center, and constructed on real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Water Center").

G. The University has entered into, or will enter into, a Parking Access Agreement (the "Parking Access Agreement") with the Urban Renewal Agency of Boise City, Idaho, aka Capitol City Development Corporation, ensuring access to parking for tenants of the Water Center within the Corridor Property, as defined in those certain Parking Covenants Encumbering the West Corridor Property and Avenue A Site dated as of October 1, 2002 (the "Corridor Property").

H. IDWR, the Board and the University desire to address between themselves certain issues related to the Development Agreement, the Facilities Lease and the Parking Access Agreement, upon the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein as if set forth in full, and the mutual promises and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Other Documents. The documents listed below are intended to co-exist with this Operating Agreement; provided however, in the case of any conflict between the terms of this Operating Agreement, as may be amended from time to time, and the documents listed below, as may be amended from time to time, the terms of this Operating Agreement shall control as between IDWR, the Board and the University.

a. The Development Agreement.

b. The Facilities Lease.

c. The Parking Access Agreement.

d. Declaration of Covenants and Restrictions for the Civic Plaza Condominiums, recorded October 10, 2002, in the official records of Ada County ("Civic Plaza Condominium Declaration").

e. Declaration of Covenants, Conditions and Restrictions for the Idaho Water Center Condominium in substantially the form proposed by the Authority to the parties ("Idaho Water Center Condominium Declaration").

2. Term. The term of this Operating Agreement shall begin on its effective date and continue until the expiration or termination of the Facilities Lease; provided however, that the provisions of section 6.3 shall continue until the expiration or termination of the Parking Access Agreement.

3. IDWR Space Allocation.

3.1 Space Allocation. IDWR shall have the exclusive right to occupy and use office space and associated limited common area as set forth in the Design Documents to be approved by IDWR and the University. Such Design Documents shall be the Design Documents more particularly defined in the Development Agreement.

3.2 Completion of IDWR Space. The University shall take all reasonable steps within its control to ensure the IDWR space described in section 3.1 is substantially complete and available for occupancy on or before October 31, 2004. In the event the IDWR space is not substantially complete and available for occupancy before such date, the University

shall give the IDWR space priority for completion in all actions of the University affecting the completion of such space.

3.3 Expansion Space. The University recognizes that IDWR may have additional space needs in the Water Center. The parties intend to provide for such needs through the following provisions and, to the extent required, additional documents.

3.3.1 Right of First Opportunity and Refusal. With regard to any space in the Water Center controlled by the University, if the University elects to sublease such space and the University has received notice that IDWR seeks additional space, the University shall offer such space to IDWR on terms and conditions no less favorable than those offered to third parties. If, within thirty (30) days after receipt of such an offer, IDWR does not notify the University that IDWR elects to lease such space, then the University shall be relieved of any obligations to IDWR with regard to such offering. A failure by IDWR to lease any specific space when so offered by the University shall not relieve the University of its obligation to first offer IDWR any other space in the Water Center if the University elects to offer such other space to third parties or its obligation to first offer IDWR space previously offered to IDWR upon the expiration of any sublease of such space.

3.3.2 Notification of Sublease of Space Adjacent to IDWR. To allow for expansion by IDWR into other space in the Water Center, the University shall notify IDWR prior to leasing any space adjacent to IDWR space for a term of more than three (3) years (including term renewals or options to renew) and IDWR shall have the right of first opportunity and refusal set forth in section 3.3.1.

3.3.3 United States Forest Service Space. The University's obligations under this section 3 shall not apply to any space identified on the Design Documents to be occupied by the United States Forest Service.

4. IDWR Costs.

4.1 Lease Rate Allocation. IDWR shall pay a lease rate allocation as set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Schedule") as full payment for IDWR's use, occupancy, and enjoyment of the initial space allocation identified in section 3.1. The Schedule and any adjustments pursuant to section 4.2 shall be based upon the net rentable square feet occupied or allocated to IDWR up to a maximum of fifty thousand (50,000) net rentable square feet. If IDWR elects to lease additional space pursuant to section 3.3, IDWR and the University shall adjust the Schedule or make other provision for payment of the costs of such additional space.

4.2 Lease Rate Adjustment. IDWR and the University shall review the Schedule on July 1, 2009 and every five years thereafter (each a "Review Date"). One year prior to each Review Date, the University shall submit proposed Schedule adjustments to IDWR. The proposed adjustments shall be transmitted with, and cost projections based upon, documented increases or decreases in specific operating expenses. Operating expenses included in the Schedule that are subject to adjustment shall include the costs more particularly identified in

sections 4.4 and 6.1. The inclusion of any costs in addition to those specified in sections 4.4 and 6.1 in the Schedule shall require the prior written agreement of IDWR and the University. The costs for janitorial, security, insurance, utilities, snow removal, landscape maintenance, property management, facilities maintenance and repair, and parking (the "Fixed Items") shall be documented by the University and such documentation supplied to IDWR. The lease rate allocation for the Fixed Items shall be adjusted and included in the adjusted Schedule based upon the proportion of all costs for such Fixed Items that is attributable to IDWR's share of the Fixed Items.

4.3 Effective Date of Schedule Adjustments. The adjustment for Fixed Items shall be included in the Schedule and IDWR shall make its lease payments in accordance with such adjustments beginning on the applicable Review Date. With the written approval of IDWR, which shall not be unreasonably withheld, adjustments to the Schedule based on costs other than the Fixed Items shall also become effective on the applicable Review Date and IDWR shall pay lease payments in accordance with such adjusted Schedule.

4.4 Services Provided by the University to IDWR. The lease rate allocation set forth in section 4.1 is intended to cover all services associated with a full service lease, including janitorial, security, insurance, utilities, snow removal, landscape maintenance, property management, facilities maintenance and repair, parking and condominium assessments and fees under the Civic Plaza Condominium Declaration and the Idaho Water Center Condominium Declaration.

4.5 Lease Rate Allocation Subsequent to 2035. The parties intend that IDWR not pay rent pursuant to the Facilities Lease in excess of that portion of rent required to finance the IDWR space and the associated Additional Rent, as defined in the Facilities Lease. The Schedule, as amended from time to time, shall not include Basic Rent, as defined in the Facilities Lease, upon the earlier of IDWR's payment of the lease rate allocation pursuant to the Schedule for each year of this Operating Agreement from the effective date of the Facilities Lease up to and including 2035 or the termination of financing for the IDWR space. Upon the removal of Basic Rent from the Schedule, the University shall indemnify, defend, and hold harmless IDWR from and against any obligation, duty, or covenant to pay Basic Rent and to pay any Additional Rent in excess of the Fixed Items and the costs approved by IDWR pursuant to section 4.3.

5. IDWR Tenant Improvement Allowance. The University shall ensure IDWR receives a tenant improvement allowance of up to the IDWR tenant improvement allowance specified on the Project Budget attached to and a part of the Development Agreement. If IDWR desires to include in its initial space tenant improvements that exceed the amount provided in the Project Budget, such tenant improvements will be the sole financial responsibility of IDWR. The parties acknowledge that the Development Agreement limits the application of the tenant improvement allowance.

6. IDWR Parking.

6.1 Minimum Parking Access. Subject to the terms of the Parking Access Agreement, the University shall provide IDWR with up to one hundred fifty (150) parking passes providing access to parking spaces within the Corridor Property. The cost of such parking passes shall be included within the lease rate allocation set forth in section 4.1 until the termination of the Facilities Lease.

6.2 Additional Parking Access. If desired by IDWR and available under the Parking Access Agreement, the University shall provide IDWR access to additional parking passes at the then current rate paid by the University pursuant to the Parking Access Agreement.

6.3 Parking Access Following Termination of the Facilities Lease. If IDWR continues to occupy the Water Center following termination of the Facilities Lease or beyond 2034, whichever date is later, the University shall provide access to parking under the Parking Access Agreement for IDWR. Such access shall be for at least the number of parking spaces for which IDWR had access during the final term of the Facilities Lease.

6.4 Parking Agreement Enforcement. The University shall take all reasonable steps to enforce the provisions of the Parking Access Agreement to ensure that the number of parking spaces to which IDWR has access are available for use by IDWR.

6.5 Assignment of Parking Access Agreement. The University shall assign the Parking Access Agreement to IDWR if the University ceases to occupy the Water Center.

7. Notice of Facility Lease Non-Renewal; Other Notices. In the event that either party fails to receive an appropriation for payment of rent under the Facilities Lease and lacks other funds sufficient to satisfy its obligations pursuant to the Facilities Lease, such party shall immediately notify the other party of its intent to terminate the Facilities Lease. In the event that either party receives any notice related to the Development Agreement, the Facilities Lease, the Civic Plaza Condominium Declaration or the Idaho Water Center Condominium Declaration that could impact the other, the receiving party shall immediately notify the other party of the receipt and substance of such notice.

8. Decision-making Authority. Except as otherwise specifically agreed herein or otherwise specifically agreed between the Authority and the parties, the University shall make all decisions regarding building management for the Water Center. The University and IDWR shall use their best efforts to comply with all federal, state and municipal laws, ordinances, regulations and orders and any contractual obligations relative to the leasing, use, operation, repair and maintenance of the Water Center. The University shall consult with IDWR on all issues concerning the construction, operations and maintenance of the Water Center and voting pursuant to the Civic Plaza Condominium Declaration or the Idaho Water Center Condominium Declaration. Prior to occupancy of the Water Center, the parties shall establish procedures for consultation concerning and resolution of disputes regarding such issues.

9. IDWR Payments.

9.1 Lease rate allocations shall be paid as one payment each year as provided by Exhibit B of this Operating Agreement and shall include any adjustments as provided in Section 4.1 of this Operating Agreement.

9.2 For the term of this Operating Agreement commencing July 1, 2004 and for each annual renewal term thereafter, IDWR shall, within 30 calendar days following the commencement of such renewal terms, pay in advance the appropriate annual lease rate allocation.

9.3 The University of Idaho shall, at least 30 days prior to each annual payment due date, mail an invoice for the appropriate payment to:

Idaho Department of Water Resources
ATTN: Financial Manager
PO Box 83720
Boise ID 83720-0098

or such different address or person as IDWR shall provide to the University by written notice.

9.4 Lease rate allocations shall be made payable to "Bursar, University of Idaho" and mailed to:

General Accounting
University of Idaho
Moscow, ID 83844-3166

or such different address or person as the University shall provide to IDWR by written notice.

9.5 Annual lease rate allocations for any renewable term shall not be deferred or abated because of delays in completion of the construction of the facilities or delays in completion of any repair or replacement of damage to the facilities.

9.6 Any annual lease rate allocation which is not paid by IDWR on or before the due date thereof shall, from and after said due date, bear interest until paid at the highest rate per annum borne by any of the Bonds then outstanding; time being of the absolute essence of this obligation.

9.7 Annual lease rate allocations shall be payable in lawful money of the United States of America, which shall be legal tender for public and private debts under the laws of the United States at the time of payments, provided that, upon prior written approval of the University of Idaho, IDWR may transfer funds through electronic funds transfer.

10. Indemnification. The University shall indemnify, defend and save harmless IDWR, its officers, agents and employees from and against any liability, claim, damages, losses, costs, expenses or actions (collectively, "liability") to which IDWR is or could be subject arising from or related to the Facilities Lease, the Civic Plaza Condominium Declaration, the Parking Access Agreement, the Idaho Water Center Condominium Declaration, or any sublease entered by the University for space in the Water Center where the nature or the amount of such liability is not contemplated by or exceeds that amount regularly owing by IDWR pursuant to the lease rate allocation set forth in Exhibit B, as amended.

11. Cooperation Between the Parties. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against either party which arise out of any matters relating to the Water Center, the other party shall give all pertinent information and reasonable assistance in the defense or other disposition thereof.

12. Division of Condominium Units. As soon as practical, the parties shall endeavor to separate the space within the Water Center leased to the parties pursuant to the Facilities Lease into separate condominium units. Such units shall represent the space occupied by IDWR and the Space occupied or subleased by the University.

13. Notices. All notices, demands, consents and reports provided for in this Operating Agreement shall be in writing and shall be given to the University or IDWR at the address set forth below or at such other address as they individually may specify thereafter in writing:

University: University of Idaho
Attention: Vice President for Finance and Administration
Administration Building, Suite 211
Moscow, Idaho 83844-3168.

IDWR and the Board: Idaho Department of Water Resources
Attention: Director
P.O. Box 83720
Boise, Idaho 83720-0098

With a Copy to: Department of Administration
Attention: Deputy Attorney General
650 West State Street
P.O. Box 83720
Boise, Idaho 83720-0003

Such notices or other communications may be mailed by United States registered or certified mail, return receipt requested postage prepaid or delivered by a recognized courier delivery service (e.g. Federal Express, Airborne etc.). Such notices, demands, consents and reports may also be delivered by hand. For purposes of this Operating Agreement, notices will be deemed to have been "given" upon personal delivery thereof or 72 hours after having been deposited in the United States mail at a United States Post Office or a depository for the receipt

of mail regularly maintained by the post office or deposited with a recognized courier delivery service.

14. Survival. Any termination, cancellation or expiration of this Operating Agreement notwithstanding, provisions which are intended to survive and continue shall so survive and continue, including, but not limited to, the provisions of sections 7, 10, 15 and 17.

15. No Third Party Rights. Nothing in this Operating Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

16. Governing Law. The Contract shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the Operating Agreement.

17. Officials Not Personally Liable. In no event shall any official, officer, employee or agent of the State of Idaho or of the University or IDWR be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Operating Agreement, express or implied.

18. Complete Statement of Terms. This Operating Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties.

19. Written Modification. This Operating Agreement may be modified or amended only by an agreement in writing signed by a duly authorized representative of the University and IDWR.

20. Counterparts. This Operating Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered this Operating Agreement as of the date first set forth herein.

REGENTS OF THE UNIVERSITY OF IDAHO

Dated: December 17, 2002

By: _____
Its President

IDAHO DEPARTMENT OF WATER RESOURCES

Dated: _____, 2002

By: _____
Karl J. Dreher, Director

IDAHO WATER RESOURCE BOARD

Dated: _____, 2002

By: _____
Joseph L. Jordan, Chairman

IN WITNESS WHEREOF, the parties have entered this Operating Agreement as of the date first set forth herein.

REGENTS OF THE UNIVERSITY OF IDAHO

Dated: _____, 2002

By: _____
Its _____

IDAHO DEPARTMENT OF WATER RESOURCES

Dated: 12/17/02, 2002

By: _____
Karl J. Dreher, Director

IDAHO WATER RESOURCE BOARD

Dated: 12/13/02, 2002

By: _____
Joseph L. Jordan, Chairman

EXHIBIT A

Description of the Water Center

Unit 101:

> Unit 101, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums ("Declaration"), recorded in the Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

Unit 302A:

> Unit 302A, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums ("Declaration"), recorded in the Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

Unit 302B:

> Unit 302B, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums ("Declaration"), recorded in the Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

Exhibit B

Operating Agreement

Based approx. NRSF 50,000
Rent Increase $.50 per year
O & M increased 3% each year

	Annual incr.				
	$0.50		103.00%		
Yr.	Rent	CCDC	O & M	O&M	Total
2005	$12.22	1.86	$3.92	$5.78	$18.00
2006	$12.72	1.86	$4.04	$5.90	$18.62
2007	$13.22	1.86	$4.16	$6.02	$19.24
2008	$13.72	1.86	$4.28	$6.14	$19.86
2009	$14.22	1.86	$4.41	$6.27	$20.49
2010	$14.72	1.86			
2011	$15.22	1.86			
2012	$15.72	1.86			
2013	$16.22	1.86			
2014	$16.72	1.86			
2015	$17.22	1.86			
2016	$17.72	1.86			
2017	$18.22	1.86			
2018	$18.72	1.86			
2019	$19.22	1.86			
2020	$19.72	1.86			
2021	$20.22	1.86			
2022	$20.72	1.86			
2023	$21.22	1.86			
2024	$21.72	1.86			
2025	$22.22	1.86			
2026	$22.72	1.86			
2027	$23.22	1.86			
2028	$23.72	1.86			
2029	$24.22	1.86			
2030	$24.72	1.86			
2031	$25.22	1.86			
2032	$25.72	1.86			
2033	$26.22	1.86			
2034	$26.72	1.86			
2035	$27.22	1.86			

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University of Idaho

Idaho Water Center - #778
IDWR - Expansion Space

Fifth Floor 06 January 2005

NOT TO SCALE

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

5. Disposal of Real Property

b. Board approval of other transfers

(1) Leases to use real property under the control of an institution, school or agency require prior Board approval - if the term of the lease exceeds five (5) years or if the lease revenue exceeds two hundred fifty thousand dollars ($250,000).

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE

SUBJECT

Lewis-Clark State College (LCSC) requests approval to enter into a management agreement with College Place, LLP to manage a residence hall financed by a private developer.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.1. through V.I.3.

REFERENCE

October 2004	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.
October 2005	Board approved the sale of two lots to provide land for private development of a residence hall.

BACKGROUND

Lewis-Clark State College has been pursuing a private/public partnership as a means of providing a method of needed housing for LCSC students. During the January 2005 meeting the Board asked that college officials pursue the possibility of allowing the need to be met by 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. In October 2005, the Board approved the sale of two lots owned by the College that were needed by the developer to facilitate construction of the project.

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE - continued

DISCUSSION

Lewis-Clark State College believes it is in 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.

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 in order to provide system upgrades to 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.

During the process of requesting a zoning change to allow a multi-family structure to be built at the location identified, the City Council for Lewiston strongly encouraged the developers to: a.) work with the College to secure a management agreement, and b.) construct the project with the intent of allowing only LCSC students as tenants. As a result the attached draft agreement was negotiated. The essence and main points of the agreement are as follows:

1. LCSC would manage the facility for the Owner and would rent the rooms to students during the school year and, during the summer to both students ("Students") and to others attending courses and other events conducted on the LCSC campus ("Program Participants"). The initial lease rate will be $375 per month per resident for Students and a minimum of $375 per month for Program Participants. This minimum lease rate ("Base Monthly Rate") will be adjusted annually by mutual agreement of the parties (Owner and College).

2. As is done with current Residence Hall students, rental agreements will be issued by LCSC in its own name allowing students to pay room and board costs as is traditionally done. LCSC will collect rents in advance at the beginning of the semester or other rental period, as with current students living in the Residence Halls.

3. The initial term of the Management Agreement will be 5 years.

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE - continued

4. LCSC shall bear certain maintenance and operating costs, including residence hall staffing, janitorial, maintenance of the grounds and maintenance of the interior of the facility. LCSC shall also be responsible for marketing and renting the rooms as part of LCSC's Residence Life Program.

5. Owner shall be responsible for taxes, insurance on the facility, the maintenance and repair of roof, windows, doors, exterior of the building, the building envelope, heating and cooling and HVAC systems. Manager will be responsible for arranging for Owner's repairs, but will pay for those repairs from an Owner's Reserve Account which will be funded by Owner.

6. Manager shall be entitled to receive a management fee based on the gross revenues generated by the College Place Residence. This management fee will be advanced to LCSC on a monthly basis after rent for the month is received from LCSC, except that if LCSC fails to obtain the equivalent of 85% of total occupancy, computed as hereinafter provided for a month, Owner will be under no obligation to advance the management fee to LCSC for that month. Annually, the parties shall determine the amount of the management fee to which LCSC is actually entitled in the following manner:

   (a) Determine the gross revenue generated by Students and Program Participants for the entire preceding year.

   (b) Determine the gross revenue which would have been generated for the entire preceding year if Students and Program Participants had occupied 100% of the residence hall for the entire preceding year and had paid rent for such entire year at the Base Monthly Rate in effect for such year.

   (c) Divided the amount computed under Item (a) by the amount computed under Item (b) to determine the actual percentage of total occupancy for the preceding year. If the resulting percentage is less than 85%, LCSC shall not be entitled to receive any commissions for the preceding year and shall reimburse to Owner all management fees advanced to LCSC for that entire year.

   (d) If the percentage computed under Item (c) equals or exceeds 85%, then compute the commission actually earned by LCSC for the preceding year using the total revenue for that year computed under Section (a) and the following commission schedule:

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE - continued

100% to 95% of total occupancy – 4%.
Less than 95% to 90% of total occupancy – 3%
Less than 90% to 85% of total occupancy – 2%

(e) Compare the commission actually earned by LCSC for the preceding year to the total of the commission advanced to LCSC for the preceding year. If the commission actually earned by LCSC exceeds the commission advanced to LCSC, Owner shall promptly pay to LCSC the amount of such excess. If the amount advanced to LCSC exceeds the amount of commission actually earned, then LCSC shall promptly repay such excess to Owner.

7. If LCSC fails to fill the facility to at least 90% of total occupancy during any rental period, Owner shall have the right to fill the remaining rooms at market rates with any tenant deemed suitable by and at the sole determination of Owner, provided that, in selecting any non-Student residents, Owner will take into account the safety and well-being of the Students then occupying the residence hall.

IMPACT

The agreement would provide funding for the management of the residence hall project and provide a structure to incorporate the privately developed and constructed project into the residence hall program of Lewis-Clark State College.

ATTACHMENTS

Attachment 1 - Management Agreement Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed the information provided, including the proposed management agreement. LCSC will need to actively supervise and manage the contractual relationship with the developer to make certain the college conforms to all the terms and conditions in the agreement and that the college's interests are maintained. The Management Agreement is a very detailed and complex contract, and will require significant monitoring to ensure compliance. Staff has discussed this matter with college officials, who agree with the 'complexity' issue and need for active engagement.

When this residential hall comes on line in Fall 2006, and a second new private development between the campus and St. Joseph's Regional Medical Center comes on line at the same time, the college will have an additional 214 beds for students. At the same time, the Red Lion contract will terminate, losing 59 beds, for a net increase of 155. In the next few years, LCSC will take one of the

existing on-campus residence halls offline for renovation. This would remove 92 beds from the housing stock.

A separate management agreement will be created for the second new residence hall and presented to the Board at an upcoming meeting.

Staff recommends approval of the management agreement, understanding the issues and monitoring identified above.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College to enter into a management agreement with College Place, LLP, to allow LCSC to administer and rent a privately developed and funded residence hall, and to authorize the Vice President for Administrative Services to sign the enclosed management agreement and represent the Idaho State Board of Education on documents related to this transaction.

.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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COLLEGE PLACE STUDENT HOUSING

MANAGEMENT AGREEMENT
FOR STUDENT HOUSING AT LEWIS-CLARK STATE COLLEGE
4TH AVENUE
LEWISTON, IDAHO

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("**Agreement**") is made as of this _____ day of June 2006, ("**Effective Date**"), by and between College Place, LLC, an Idaho limited liability company, ("**Owner**"), and the State of Idaho, acting by and through the State of Idaho Board Of Education as Board of Trustees for Lewis-Clark State College ("**Manager**").

RECITALS

A. Owner is the owner of record of that certain real property described in Exhibit A, attached hereto and incorporated herein by this reference ("**Property**"), including the building and improvements located thereon as set forth on Exhibit B, which is also attached hereto and incorporated herein by this reference ("**Building**"). The land and improvements together shall collectively be referred to as the ("**Project**").

B. Owner desires to develop the Project for purposes of retaining Manager to utilize and manage the Project as part of Manager's Residence Program for students attending Lewis-Clark State College (the "**College**"), and for other persons participating in programs affiliated with the College (said students and program participants being hereinafter collectively referred to as "**Students**"). Manager desires to manage the Project on behalf of Owner for the purpose of providing additional residential living options for Students attending or participating in programs at the College, provided that under certain conditions as may be included herein, the Project may be used for residents who are not students of the College.

C. Owner is willing to develop the Project at its sole cost and expense in a form and manner acceptable to Manager based on Manager's willingness to enter into this Agreement and Manager is willing to manage the Project in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Owner and Manager agree as follows:

AGREEMENT

1. **Construction**.

1.1 **Scope of Development**. Owner agrees, at its sole cost and expense, to develop the Project substantially in conformance with the plans set forth on Exhibit B including the building and other improvements. In addition to construction of the building and other improvements, Owner shall be obligated to furnish a bed, desk, and wardrobe for each Unit and a refrigerator and microwave for each group of four Units.

1.2 **Development and Construction Period**. As of the Effective Date, Owner shall undertake Development and Construction of the Project substantially in accordance

with Exhibit B such that the Residence Units including a total of eighty-eight (88) beds shall be "**Ready for Management**" on or before August 20, 2006 ("**Target Delivery Date**"). The Project shall be considered to be Ready for Management when Owner provides to Manager at least a Temporary Certificate of Occupancy and when all Residence Units shall be ready for possession and inhabitation by the students, provided that Owner shall be entitled to complete certain punch list items, landscaping, and other items of completion that do not preclude Owner from receiving at least a Temporary Certificate of Occupancy and do not otherwise prohibit students from taking possession of and inhabiting the individual rooms. The date of August 20, 2006, or the date when the Project is Ready for Management, whichever occurs last, is sometimes hereinafter referred to as the "**Commencement Date**" or the "**Delivery Date**".

1.3 **Delivery Date**. Notwithstanding anything to the contrary in Section 1.2 above, in the event Owner is unable to deliver the Residence Units in a condition Ready for Management as of the Target Delivery Date, Owner and Manager shall work together in cooperation to provide temporary housing for those students scheduled for occupancy in the Project until such time as delivery can be made by Owner. The specific terms and conditions of any arrangement as to alternative temporary living arrangements shall be resolved by mutual agreement of the parties. There have already been events out of the control of either party, including extending and delaying the approval of the zoning which have extended the commencement of construction. There have also been delays and extensions arising out of negotiations as to the leasing of real estate, eventual purchase of real estate, and the execution of a Management Agreement. All of these delays and extensions may result in the project not being completed on time and alternative housing being needed. Unless it can specifically be shown that any delay occurring after the date hereof results from the fault of one specific party, then any necessary alternative housing shall be provided at the joint and mutual obligation to both parties and the parties shall share equally in the cost of providing that housing. However, if after the date hereof, delay is caused by the specific fault of a party, the cost of providing alternative housing for the period of that delay shall be the sole responsibility of the party causing that delay. By way of illustration, if alternative housing must be provided for thirty (30) days, and a delay of five days occurs after the date hereof which is the specific fault of one party, 5/30ths of the cost of providing alternative housing will be the responsibility of the party whose fault caused that delay of five days and 25/30ths of the cost of alternative housing will be shared equally between the parties. Any failure to reach mutual agreement as to how any such alternative housing should be provided or as to the responsibility of any party for the cost of that alternative housing, shall be resolved by arbitration pursuant to Section 19 of this Agreement.

2. **Term of Agreement**.

2.1 **Initial Term**. The initial term of this Agreement ("**Initial Term**") shall be for an approximately five (5) year period and shall commence on August 20, 2006, or on such later date when the Project is Ready for Management and shall terminate on July 31, 2011, unless sooner terminated as provided herein. Each period beginning on August 1 of a year (or such later date as the Project is Ready for Management in the first year) and ending on July 31 of the following year within the Initial Term or any Renewal Term is hereafter sometimes referred to as a "**Lease Year**".

2.2 **Right of Renewal**. Owner hereby grants Manager a right to extend the initial terms for not more than four (4) consecutive and successive terms of five (5) years each (**"Renewal Terms**"). Exercise by Manager of any renewal terms shall be contingent upon the following preconditions:

(a) This Agreement shall be in full force and effect;

(b) There shall not exist any Event Of Default (as defined below or any facts with which the giving of notice or passage of time or both, would constitute an Event of Default);

(c) Manager shall have exercised the right of any renewal term by providing notice of the same to Owner not more than two hundred forty (240) and not less than one hundred eighty (180) days prior to the expiration of any prior term; and

(d) Mutual agreement of the terms and conditions of any such renewal term as is established in Section 2.3 below.

2.3 **Terms and Conditions of Any Renewal Term**. Within thirty (30) days following each proper exercise of a Notice of Exercise of Renewal Term by Manager as provided for in Section 2.3 above, Owner will deliver to Manager in writing a legally binding term sheet describing the terms and conditions upon which Owner is willing to extend the term of this Agreement **("Renewal Term Sheet")**. Upon delivery of the Renewal Term Sheet to Manager, Manager shall thereafter have forty-five (45) days to review and accept the Renewal Term Sheet by signing and delivering the same to Owner **"Review Period")**. In the event Manager desires to extend the term of this Agreement, but does not agree to any or all of the terms and conditions set forth in the Term Sheet, Manager may request an additional ten (10) days for purposes of negotiation with Owner ("**Additional Review Period**"); provided, that it shall be in Owner's sole Discretion to grant, condition or deny any such request by Manager for an Additional Review Period. In the event that Manager fails to deliver a countersigned Term Sheet within the Review Period, or any Additional Review Period as applicable, then this Agreement shall terminate and be of no further force or effect as of expiration of the Initial Term, Special Term, or then-current Renewal Term, as applicable. In the event that Manager and Owner are able to agree upon the Renewal Term Sheet, Owner shall forthwith deliver to Manager an amendment to this Agreement incorporating the terms and conditions of the Renewal Term Sheet ("**Renewal Amendment**"). Any failure by Manager to execute and deliver any Renewal Amendment within ten (10) days of receipt from Owner shall be deemed to be an Event of Default.

2.4 **Voluntary Termination.** Notwithstanding the foregoing provisions of this Section, either party may terminate this Agreement without cause by giving written notice of termination to the other party on or before March 1 of any year. Such termination shall be effective on August 1 of that year (the beginning of the next Lease Year). Upon termination, each of the parties shall be relieved of any obligations accruing under this Agreement after the

effective date of termination but each party shall remain liable for the obligations accrued prior to the effective date of termination.

3. **Management of Residences**.

3.1 **Delegation of Management Responsibility**. Commencing on the Commencement Date, Owner hereby engages and appoints Manager as the sole and exclusive Manager and Operator of the Project, and Manager hereby accepts such appointment from Owner, which appointment shall empower and obligate Manager to exclusively supervise, direct and control Management and operation of the Project pursuant to the terms and conditions set forth in this Agreement ("**Management Responsibility**").

3.2 **Scope of Management Responsibility**. Pursuant to the Management Responsibility, and subject to the terms and conditions set forth in this Agreement, Manager shall have the exclusive responsibility, duty, and obligation to service, promote, operate and manage the Residences and the Project generally on a day-to-day basis in an efficient and economical manner at Owner's sole cost and expense except for Manager's Repair Obligations in Section 7.2.2(b) and Joint FF&E Obligations under Section 7.2.2(d). Without limiting the foregoing, and in addition to other requirements and subject to any other limitations as may otherwise be set forth in this Agreement, Manager shall perform and otherwise provide the following services:

(a) Determine and implement personnel policies and practices relating to the management and operation of the Residence Units and the Project generally, including terms and conditions of employment, recruiting, screening, selection, hiring, training, compensation, employee benefits, supervision, discipline, dismissal and replacement;

(b) By mutual agreement with Owner, establish all relevant prices, price schedules, rates, rate schedules, rents, and lease charges for the Project, except that the Minimum Monthly Rent shall be established by Owner as provided in Section 5.2 and concession charges shall be established by Owner;

(c) Provide marketing and sales services for the Residential Units in conformance with College requirements and standards;

(d) Obtain and keep in full force and effect in accordance with applicable law, in Owner's name, any and all license and permits to the extent the same is within the control of Manager;

(e) Negotiate, enter into, and administer, in the name and on behalf of Owner, contracts, licenses and purchase orders for services, inventories, provisions, and supplies that are necessary for maintenance and operation of the Residences and the Project generally, and to use the same exclusively in the management and operation of the Residences and the Project generally;

(f) Institute in its own name, or in the name of Owner as and where applicable, any and all legal actions or proceedings necessary for, or incident to, Manager's operation and maintenance of the Project generally;

(g) Maintain the Project and Owner FF&E as provided in Section 7.2;

(h) Collect all Rent, security deposits, charges, fees, sums and other amounts due from Student tenants of the Residence Units in accordance with this Agreement and the Rental Agreement and remit the amounts collected to Owner when and as hereinafter specified, provided, however, that tenant security deposits shall be deposited in a segregated Manager's account to be retained or disbursed by Manager as required under Idaho Code §6-321;

(i) Maintain a comprehensive system of Project records, books and accounts which shall belong to Owner. Owner and any party designated by Owner shall have at all times access to such records, accounts and books, including without limitation all files, rent rolls, invoices, receipts, and other materials pertaining to the Project and/or this Agreement, all of which Manager covenants to keep safe, available and separate from any records not relating to the Project, Manager's Management Responsibility and/or this Agreement;

(j) Provide Owner on or before the fifteenth (15th) day of each month during the Initial Term and any Renewal Terms a financial report substantially in the form attached hereto as Exhibit C and incorporated herein by this reference;

(k) Prepare not later than thirty (30) days following the Commencement Date and not later than March 1st of each year of the Initial Term and any Renewal Terms thereafter, a Lease Year budget substantially in the form attached hereto as Exhibit D and incorporated herein by this reference, including profit and loss statement and balance sheet;

(l) Deliver to Owner not later than August 1st (for the fall semester), January 1st (for the spring semester) and not less than two (2) weeks before the commencement date of each summer session in each Lease Year of the Initial Term and any Extended Terms an "**Occupancy Schedule**" for the upcoming Lease Session (as hereinafter defined). The Occupancy Schedule shall set forth the anticipated occupancy of the Project for the upcoming Lease Session the identifying number, but not the name, of the Student, room number of the Unit occupied by such Student and the Monthly Rent to be paid for each such Unit Manager shall periodically update the Occupancy Schedule to reflect changes in occupancy. . A "**Lease Session**" shall be defined as any given Semester or other school term as defined by LCSC Administration and, in the case of the program participant who are not LCSC Students, the term of such program;

(m) Use reasonable care to provide, at all times, for the safety and security of the Project, including without limitation the Student tenants and their personal property, guests and invitees; and

(n) Perform such other tasks as are customary and usual in the operation of a residential living facility of a class and standing equal to the Residence Units and as otherwise required to operate and maintain the Project as contemplated under this Agreement or as may reasonably specified by Owner from time to time.

4. **Manager's Compensation**.

4.1 **Management Fees**. Owner shall pay Manager a management fee based upon the rent revenues collected by Manager and paid to Owner during each Lease Year (as hereinbefore defined). During each calendar month in which the amount collected and paid to the Owner during the month equals or exceeds ninety percent (90%) of total occupancy for the month (computed in the manner hereinafter provided), Owner shall advance to Manager three percent (3%) of the amount collected and paid to Owner during such month as an advance upon the management fee. Annually, on or about the August 15th of each year beginning in the year 2007, the parties shall determine the amount of the management fee which Manager was actually entitled to receive for the preceding Lease Year, in the following manner.

(a) Determine the gross rental revenue collected by Manager and paid to Owner during the entire preceding Lease Year.

(b) Determine the gross rental revenue which would have been generated for the entire preceding Lease Year if Students had occupied one hundred percent (100%) of the residence Units for the entire preceding Lease Year and had paid rent for such entire Lease Year at the Minimum Monthly Rental Rate in effect for such Lease Year.

(c) Divided the amount computed under Item (a) by the amount computed under Item (b) to determine the actual percentage of total occupancy for the preceding Lease Year. If the resulting percentage is less than eighty-five percent (85%), Manager shall not be entitled to receive any management fees for the preceding Lease Year and shall reimburse to Owner all management fees advanced to Manager for such preceding entire Lease Year.

(d) If the percentage computed under Item (c) equals or exceeds eighty-five percent (85%), then compute the commission actually earned by Manager for the preceding Lease Year using the total revenue for that year computed under Section (a) and the following commission schedule:

(i) Four percent (4%) of rents collected and paid to Owner if the percentage is ninety-five percent (95%) or higher.

(ii) Three percent (3%) of rents collected and paid to Owner if the percentage is less than ninety-five percent (95%) but at least ninety percent (90%).

(iii) Two percent (2%) of rents collected and paid to owner is the percentage is less than 90% but at least eighty-five percent (85%).

(e) Compare the commission actually earned by Manager for the preceding Lease Year to the total of the commission advanced to Manager for the preceding year. If the commission actually earned by Manager exceeds the commission advanced to Manager, Owner shall promptly pay to Manager the amount of such excess. If the amount advanced to Manager exceeds the amount of commission actually earned, then Manager shall promptly repay such excess to Owner. If Owner fails to pay Manager the management fee due under this Section 4, Manager may setoff the amount owing to Manager against the rent which Manager collects from the Project in addition to the other remedies available to Manager under this Agreement.

5. **Leasing Requirements**.

5.1 **Rental Agreement**. Manager shall, on behalf of Owner, lease available occupancy in the Residence Units, consisting of a bedroom/bed ("**Unit or Units**") to Students and shall, in Manager's own name, enter into and execute a Lease Agreement for the period for which the Unit is to be rented in a form which has been approved by both Manager and Owner and at rental rates which are not less than the Minimum Monthly Rental Rate which is, from time to time, established in the following Section.

5.2 **Rental Rates**. The Minimum Monthly Rental Rate for the first Lease Year shall be Three Hundred Seventy Five Dollars ($375.00) per Unit. No later than February 15, 2007, and on or before February 15 in each subsequent Lease Year, Owner shall, after consultation with Manager, but in Owner's sole discretion, determine the Minimum Monthly Rent for the upcoming Lease Year and shall give Manager written notice of that determination.

5.3 **Remittance of Rent**. Irrespective of Manager's ability or inability to actually collect the Rent and any other sums due and payable from occupants under existing Rental Agreements, Manager hereby covenants that it shall pay Owner all such rent owing as obligated by the latest Rental Agreement executed by occupants and Manager, as well as all rents and other sums that may be owing by virtue of any Unit being occupied even when a valid Rental Agreement has not been executed **("Rent Installments")**. For the purpose of determining Rent Installments payable by Manager, the three (3) R.A. Units shall be deemed to be occupied during the school year (only the months of September through May, inclusive), notwithstanding the actual occupancy of those R.A. Units. Irrespective of when rent is collect by Manager, monthly Rent Installments shall, subject to the provisions of Section 5.4, be remitted to Owner in conformance with the following schedule:

(a) September 1 – Seventy-five percent % of the first month's Rent Installment which pays for the period from the fall occupancy date (approximately August 24) through September 30.

(b) September 15 – The remainder of the first month's Rent Installment, after adjustment for rent refunds and late registrations

(c) October 1 - Rent Installment for the month of October.

(d) November 1 – Rent Installment for the month of November.

(e) December 1 – Rent Installment for the month of December.

(f) December 20 – Rent Installment for the month of January.

(g) February 1 – Rent Installment for the month of February.

(h) March 1 – Rent installment for the month of March.

(i) April 1 – Rent Installment for the month of April

(j) May 1 – Rent Installment for the month of May.

(k) Summer Sessions – Rent for these sessions shall be remitted within five (5) days after the beginning of each session.

Rent and other payments collected by Manager shall be placed is a separate Agency Account within the LCSC accounting system and shall be disbursed from said Agency Account as provided herein.

5.4 **Refund of Rent.** Notwithstanding the foregoing, Manager shall have the right to refund rent to Student tenants in accordance with Manager's written refund policy generally applicable to Manager's student housing program. If the refundable rent has been paid to Owner, the Owner shall remit to Manager, for refund to the Student, an amount equal to the amount to which the Student is entitled, net of the commission paid to Manager with respect to the refundable rent, and Manager shall make the rent refund to the Student. Alternatively, Manager may set off the amount Owner is required to remit from the rent next payable to Owner.

5.5 **Delinquent or Missed Rent Installments**. Any Rent Installment or other charges, sums or fees which are due and payable by Manager under the provisions of this Agreement and which are not paid when due shall bear interest from the date due until paid at an annual rate (hereinafter the "**Agreed Rate**") equal to five percent (5%) in excess of prime rate published in the Wall Street Journal as such rate changes from time to time.

5.6 **Owner's Right to Lease Units**. In the event Manager is unable in any given Lease Session to lease all of the Residence Units in the Project, Owner shall have the exclusive right, but not the obligation, to lease any such unoccupied Units for the then current Lease Session or any remainder term thereof to tenants that Owner may solicit and accept, provided, that prior to placing any occupant in available Units then managed by Manager, Owner must first provide Manager with a five-day (5) written notice of the occupant Owner intends to place in a Unit. In the event Manager refuses to accept the proposed occupant, Manager must

respond in writing within such five-day (5) period as to why it rejects the proposed occupant and also within such five-day (5) period, Owner and Manager shall attempt to mutually agree as to whether the occupant shall be entitled to take procession of a Unit. Failure to agree shall result in a decision being made no later than five days (5) of the expiration of the initial five-day (5) notice period by LCSC's Vice-President for Administrative Services. The exercise of any Owner Leasing Rights shall be documented by Owner executing a form of Lease Agreement prepared by Owner utilizing the same format that Manager is then using for all other Units. Manager shall have no responsibility for the collection of rent from Owner's tenants, nor shall Manager be responsible for the actions of said tenants or the repair or replacement of damage caused by said tenants.

6. **Use of Project**.

6.1 **Residential Area**. The Residence Units shall be used for the housing of Students and other incidental uses reasonably related thereto and in support thereof in accordance with the Residence Program as Manager sees fit, provided, that nothing herein shall authorize Manager to use or allow use of the Residence Units in any manner contrary to the terms of this Management Agreement.

6.2 **Compliance With Applicable Laws And Prohibited Uses**. Manager shall not allow the Project, including the Residence Units, to be occupied or used contrary to any applicable statute, rule, order, ordinance or requirement and Manager specifically agrees that upon discovery of any such prohibited use, will take all reasonable steps necessary to compel the discontinuance of such prohibited use. In the event Manager fails to use reasonable care to detect a prohibited use or fails to take reasonable steps to compel discontinuance of such use after its discovery, any damages, expenses, repairs, increases in the cost or other obligation or burden to Owner, including increase in the cost of Owner's insurance resulting from either of such failures on the part of Manager, shall be paid by Manager.

6.3 **Use of Office.** During the Initial Term and any Renewal Terms, Manager may use and occupy the office located on the first floor of the residence facility without the payment of rent.

7. **Operating Expenses and Taxes**.

7.1 **Definitions**.

(a) "**Expenses**" shall mean all costs of taxes, utilities, insurance, operations, service contracts, maintenance and repair (except for Manager's maintenance and repair expenses and Manager's insurance obligations as otherwise defined in this Agreement) associated with the project, as well as all fees and costs for accounting, legal, or other consultant fees associated with operation of the Project. Notwithstanding the foregoing, Expenses shall not include (i) expenses incurred by Manager in advertising, marketing and procuring Student Tenant Rental Agreements; (ii) expenses associated with the promulgation, management, and enforcement of the College's Residence Program; (iii) any mechanics' liens or other liens

created or incurred by Manager and not released as hereinafter provided; and (iv) any Expenses created or incurred as a result of Manager's negligence or willful misconduct pursuant to this Agreement or otherwise.

(b) "**Owner Reserve Account**" means that certain reserve account established and maintained by Owner for the purpose of providing Manager with adequate funds to undertake and comply with its Management Responsibility as provided for in this Agreement. Within thirty (30) days from the Effective Date, Owner shall deposit in an Agency Account with Lewis-Clark State College to be known as the Owner Reserve Account an amount mutually agreed upon by Owner and Manager. Manager shall be authorized to withdraw funds from the Owner Reserve Account without Owner's prior written consent as set forth in Sections 7.2.2, 7.4 and 7.5 of this Agreement. In the event of any depletion of the Owner Reserve Account as provided for in this Agreement, Owner shall within thirty (30) days following written notice from Manager of any deficiency resulting from such depletion, replenish the Owner Reserve Account in full in an amount mutually agreed upon by Manager and Owner. If Owner fails to replenish the Owner Reserve Account as required under this Section 7.1(b), Manager may setoff the amount necessary to replenish the account against the Rent collected by Manager from the Project in addition to the other remedies available to Manager under this Agreement.

(c) "**Manager Reserve Account**" means that certain reserve account established and maintained by Manager for purposes of paying for all of Manager's repair obligations as is set forth in Section 7.2.2 (b) in this Agreement. Within thirty (30) days from the Effective Date, Manager shall deposit in an Agency Account with Lewis-Clark State College known as the Manager Reserve Account an amount mutually agreed upon by Owner and Manager. All such funds placed in the Manager Reserve Account shall be the separate funds of Manager and shall not be the proceeds, collections, or any resulting money generated by this Project. The Manager Reserve Account shall be utilized solely for payment of Manager Repair Obligations and at such time as the Manager Reserve Account is depleted, Manager shall immediately replenish the Manager Reserve Account in amounts sufficient to cover all anticipated and projected Manager obligation expenses.

(d) "**Joint Owner's FF&E Account.** This Account shall be established, funded and disbursed in the manner provided in Section 7.2.2(d). The parties shall have the same rights and remedies to enforce contribution as are provided with respect to the Owners Reserve Account and the Manager's Reserve Account.

(e) "**Agency Accounts Reports"** Manager shall provide to Owner monthly reports of the Agency Accounts established for the Owner's Reserve Account, the Manager's Reserve Account and the Joint Owner's FF&E Account and the Agency Account into which rent collections are deposited under Section 5.3.

7.2. **Maintenance and Repair of Project**.

7.2.1 **Manager's Duty to Operate, Maintain, and Repair Project**. Except as otherwise expressly provided herein (including, without limitations, the specific provisions

relating to Casualty and Condemnation contained in Sections 13 and 14), Manager covenants and agrees to undertake the operation, maintenance, and repair necessary to keep and maintain the Project in good, clean and sightly condition and state of repair and to monitor the condition of the Project, including the interior and exterior of the Building, all glazing and doors of the building, the structural portions of the building, and each and every system, component, or aspect of the building including the building envelope, roof, landscaping, personal property, and signs, and shall promptly make any repairs or replacements necessary and keep the entire premises, interior, exterior and grounds in clean and maintained condition, including cleaning all glass and doors and windows ("**Maintenance and Repair Obligations**"). Manager's Maintenance and Repair Obligations shall additionally include garbage removal on a regular basis, maintain and repair the mechanical systems, keeping all mechanical apparatus reasonably free of vibration and noise, and repair and maintenance of the heating, ventilating and air conditioning equipment and any and all elevators or boilers which may be located within the premises. The ultimate responsibility for paying for any and all such maintenance and repair is as established in Section 7.2.2 below.

7.2.2 **Financial Obligation For Maintenance and Repairs By Each Respective Party**.

(a) **Owner's Obligations**. Owner shall be responsible for the cost of all maintenance and repairs as set forth in the preceding Section attributable only to the roof, windows, doors, exterior of the building, building envelope, heating, cooling, HVAC, and water heating systems and for Owner's Additional Repair Obligations as provided in Section 7.2.2(c). The cost attributable to any and all maintenance for these specific items shall be payable out of the Owner Reserve Account. Manager is authorized to incur individual expenses from such Owner Reserve Account up to Five Hundred Dollars ($500.00) per item or Five Thousand Dollars ($5,000.00) in the aggregate in any given Lease Session for any such Owner repair obligations. Manager shall not, however, be restricted as to this expenditure gap in the event of undertaking any operation, maintenance, or repair necessary to prevent damage to the Project. Any item in excess of Five Hundred Dollars ($500.00) or in excess of Five Thousand Dollars ($5,000.00) in the aggregate for any given Lease Session, shall require the written consent of Owner.

(b) **Manager's Repair Obligations**. Manager shall be responsible for the cost for any and all repair, replacement, maintenance, cleaning, garbage removal, or other work needed to comply with the requirements in Section 7.2.1 above which are not part of Owner's repair obligations as set forth in Section 7.2.2 (a) above. Manager shall be required to pay for all of Manager's repair obligations out of Manager's Reserve Account.

(c) **Owner's Additional Repair Obligations.** Notwithstanding any of the foregoing provisions of this Section 7, Owner shall be responsible for the cost of repairing or replacing any damage to or deterioration of the Project resulting from defects in the design, materials or workmanship of the Project, provided that the Manager gives the Owner written notice of the defect or defects causing such damage or deterioration within one (1) year after the

date the Project is Ready for Management. The cost of satisfying Owner's Additional Repair Obligations shall be payable out of Owner's Reserve Account.

(d) Joint FF&E Obligations. The parties recognize that the repair and replacement of beds, desks, wardrobes, refrigerators, microwaves and other Owner-provided personal property (hereinafter "**Owner's FF&E**"), to the extent the costs of such repairs and replacement is not properly payable from tenant security deposits, is the joint obligation of the parties. The parties shall establish an Agency Account with Lewis-Clark State College for the payment of the expense of repair and replacement of Owner's FF&E known as the Joint Owner's FF&E Account in such amount as the parties shall, from time to time, mutually agree. Until the parties otherwise agree, Owner shall contribute fifty percent (50%) of such amount and of the amount necessary, from time to time, to replenish the Owner's FF&E account and Manager shall contribute the remaining fifty percent (50%) of Owner's FF&E account and the amounts necessary, from time to time, to replenish that account. The costs of repairing or replacing the Owner's FF&E shall be paid from said account.

7.3 **Mechanic's Liens**. Manager shall not suffer or permit any mechanic's lien or other lien to be filed against all or any portion of the Project because of any authorized repair, alteration, or work, labor, services, equipment or materials supplied at the request of Manager.. If any such lien is filed, Manager shall cause the same to be discharged within thirty (30) days of receiving written notice of the lien from Owner. Notwithstanding the foregoing, the filing of a lien for work which is the financial responsibility of Owner shall not relieve the Owner of the financial responsibility for the cost of that work.

7.4 **Utilities**. Manager shall timely pay, when due, all charges and costs for utilities or services furnished to the Project, including without limitation, water, sewer, and electricity ("**Utilities**"). All such payments shall be made from Owner's Reserve Account. Owner shall not be liable for any damage or otherwise, nor shall there be an abatement of any rent which is otherwise obligated under any Rental Agreement or under this Agreement, if any utilities are interrupted or impaired by fire, accident, riot, strike, act of God, or other cause, beyond Owner's reasonable control.

7.5 **Taxes**. During the Term of this Agreement, Manager shall timely pay, when due, all real estate taxes, fees, betterments and assessments (including special assessments), however the same may be designated or assessed ("**Taxes**"). All such taxes shall be paid out of Owner's Reserve Account. This provision shall not include taxes, charges, or assessments imposed by any governmental or taxing authority on Manager's personal property or on the rents, fees, expenses or other charges collected by Manager from Student tenants. Taxes on rents, fees, expenses and other charges collected by Manager from Student tenants shall be paid from the amounts collected.

8. **Insurance**.

8.1 **Owner's Insurance**. Owner shall keep the Project and Owner's FF&E insured in an amount equivalent to their full insurable replacement cost thereof against loss or

damage by fire and such other risks as are customarily covered with respect to such property, including sprinkler leakage, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion and such other coverage capable of being covered by a special extended coverage insurance policy. Owner shall additionally carry commercial general liability insurance covering the Project, which policy shall have a combined single limit of not less than Two Million and no/100 Dollars (2,000,000.00), per occurrence, coverage on an occurrence basis, with a deductible of not more than Twenty Five Thousand and no/100 Dollars ($25,000.00) (collectively, "**Owner's Insurance**"). Such Owners Insurance shall name Manager as an additional insured.

8.2 **Manager's Insurance**. Manager, at its sole cost and expense, shall keep any and all of Manager's inventory, equipment, furniture, fixtures and other personal property located in or used in connection with the Residences ("**Manager's Personal Property**") insured in an amount equivalent to the full insurable replacement cost against loss or damage by fire and such other risks as are customarily covered with respect to such property, including sprinkler leakage, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion and such other coverage capable of being covered by a special extended coverage insurance policy. Manager shall additionally provide coverage comparable to that provided by a commercial comprehensive general liability insurance policy with combined single limits of not less than Five Hundred Thousand Dollars ($500,000), per occurrence, coverage on an occurrence basis. Such liability insurance coverage shall name Owner as an additional insured.

8.3 **General Provisions**. All policies required under Sections 8.1 and 8.2 shall be written by companies licensed in the state in which the Project is located, except that Manager is permitted to provide insurance through Idaho Department of Administration, Risk Management.

8.4 **Release and Waiver of Subrogation**. Subject to Sections 8.1 and 8.2 and not withstanding any other provision of this Agreement, Owner and Manager each hereby waives, releases and discharges the other, its agents and employees from all claims whatsoever arising out of loss, claim, expense, damage or destruction covered or coverable by insurance required by Sections 8.1 and 8.2 or covered by other casualty insurance it may carry (a "**Loss**"), notwithstanding that such Loss may have been caused by the other, its agents or employees. Owner and Manager each hereby agree to look to its insurance coverage only upon such loss. Owner's Insurance described in Section 8.1 shall contain a waiver of subrogation clause as to Manager. Manager's Insurance required by Section 8.2 shall contain a waiver of subrogation clause as to Owner.

9. **Compliance With Laws**.

9.1 **Compliance With Applicable Laws**. As of the Commencement Date, Owner represents and warrants that the Project complies with all current laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Project as of the Commencement Date ("**Applicable Laws**"). Manager shall as of the date of the Delivery Date and throughout the Initial Term and any

Renewal Term comply with any and all Applicable Laws, including without limitation any and all Applicable Laws with regard to the Project, the Management Responsibility, Maintenance and Repair Obligations, Rental Agreements, and the Student tenants and Residence Program.

9.2 **Compliance with Hazardous Materials Laws**. Owner warrants to the best of its actual knowledge that no hazardous substance, toxic waste, or other substance has been produced, disposed of, or is or has been kept on the Project and that there are no hazardous materials on the Project at this time. Manager shall comply with all federal, state, and local laws, ordinances, and regulations as they now exist or are hereafter amended relating to industrial hygiene, environmental protection, and the manufacturer, storage, presence, release, disposal or transportation of any material generally known as hazardous materials under Federal and Idaho state laws. Manager shall defend and hold harmless Owner and Owner's principals including all successors and assigns, and shall pay all costs and expenses arising from all liabilities, damages, penalties, and losses arising in whole or in part, directly or indirectly, from the presence or release of hazardous materials by Manager, its employees, agents or contractors. Owner shall defend and hold harmless Manager, and its principals and successors and assigns against any and all damages arising out of the presence or release of hazardous materials on or about the Project released by Owner, its employees, agents, or contractors. Both parties recognize and acknowledge that neither party is indemnifying the other for damages arising out of acts of third parties not under either party's control. Respective rights and obligations of Owner and Manager under this section shall survive the expiration or earlier termination of this Agreement.

9.3 **Discrimination**. Owner assures and certifies that it will comply with all applicable provisions of the American with Disabilities Act of 1990 (42 U.S.C. 12101-12213) and the Idaho State Law Against Discrimination, as well as the regulations adopted thereunder. Manager shall be solely responsible for any costs resulting from (a) any special requirements needed for the Project to comply with ADA or the Idaho State Law Against Discrimination that are caused by a change in the intended use of the Project by Manager; (b) any requirements related to reasonable accommodations for any of Manager's current or prospective employees or residential occupants; and (c) the failure of Manager to conduct its business in compliance with the ADA and the Idaho State Law Against Discrimination.

10. **General Liabilities**.

10.1 **Indemnity by Manager.** Manager covenants and agrees to defend, indemnify and hold Owner, its agents, and employees harmless from and against all claims, losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, arising out of or in connection with any breach of this Agreement, including but not limited to, (a) any breach of Manager's representation, warranties, covenants, obligations and duties under this Agreement, (b) any failure by Manager to comply with Applicable Laws, (c) any liabilities related to an Event of Default by Manager, and (d) any liabilities arising under Rental Agreements between Manager and Student tenants, including without limitation any liabilities arising as a result of Manager's removal and/or the termination of this Agreement by Owner; provided, however, that the indemnity obligations of Manager are subject to the limitations of liability contained in Idaho Code, Title 6, Chapter 9.

10.2 **Indemnity by Owner.** Owner covenants and agrees to defend, indemnify and hold Manager, its agents, and employees harmless from and against all claims, losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, arising out of or in connection with any breach of this Agreement, including but not limited to, (a) any breach of Owner's representation, warranties, covenants, obligations and duties under this Agreement, (b) any failure by Owner to comply with Applicable Laws, and (c) any liabilities related to an Event of Default by Owner, provided, however, that the indemnity obligations of Owner are, by agreement of the parties, subject to the same monetary limitations of liability contained in Idaho Code, Title 6, Chapter 9 which would apply if Owner was a governmental entity under the laws of the State of Idaho.

10.3 **Survival of Provisions**. The provision of this Section 10 shall survive expiration or earlier termination of this Agreement.

11. **Defaults of Owner and Manager and Right to Cure**.

11.1 **Event of Default**. The occurrence of any of the following constitutes an "**Event of Default**" by Manager under this Agreement ("**Manager's Default**"):

(a) Manager fails to take possession of the Project on August 20, 2006, or such later date when the Project is Ready for Management as provided for in Section 1.2 of this Agreement;

(b) Manager fails to collect and remit to Owner all Rent when due from tenants and such failure continues for five (5) days after Owner notifies Manager of Manager's failure to pay such Rent when due;

(c) Manager fails to perform any of Manager's non-monetary obligations under this Agreement and the failure continues for a period of thirty (30) days after Owner notifies Manager in writing of such failure; provided that if Manager cannot reasonably cure its failure within such thirty (30) day period, Manager's failure shall not constitute an Event of Default if Manager commences to cure such failure within said thirty (30) day period and thereafter diligently pursues cure of the same;

(d) The existence at any time during the Initial Term and/or any Renewal Terms of any material misrepresentation, omission in any financial statements, correspondence or other information provided to Owner by or on behalf of Manager in regard to the following: (a) Manager's leasing of Residences to Student; (b) any proposed or attempted Transfer; or (c) any consent or approval Manager requests under this Agreement; and

(e) Manager makes a general assignment or general arrangement for the benefit of creditors; or otherwise files a Petition, voluntarily or involuntarily for adjudication of bankruptcy or for reorganization or loses its accreditation with the State Board of Education for the state of Idaho.

11.2 **Remedies**. Upon the occurrence of any Event of Default and failure to cure as provided for in Section 12.1 above, at any time and from time to time, and without preventing Owner from exercising any other right or remedy, Owner may exercise any one or more of the following remedies:

(a) Owner may terminate this Agreement effective on the date Owner specifies in its written termination notice to Manager. Upon such termination, Manager will immediately surrender all Lease Agreements and management records to Owner (subject to Manager's right to retain copies of such records) shall remit to Owner all tenant security deposits being held by Manager, and Manager shall have no further rights as Manager under this Agreement. In addition to, and not subject to offset against, any of Owner's other rights to collect damages as provided for herein, whether or not Owner terminates this Agreement as provided for under these remedies, Owner may recover from Manager, and Manager will pay to Owner, on demand, any Rent which Manager has failed to collect and remit to Owner as required hereunder;

(b) Owner may perform any obligation on Manager's behalf which Manager has failed to perform without waiving Owner's rights under this Agreement at law or in equity, and without releasing Manager from any obligation under this Agreement; or

(c) Exercise any other rights in law or equity under Applicable Laws, including remedies not explicitly provided for in this Agreement. Each remedy or right of Owner provided for in this Agreement will be cumulative and will be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law, in equity, by stature or otherwise. The exercise or the beginning of the exercise by Owner of any one or more of such rights or remedies will not preclude the simultaneous or later exercise by Owner of any or all other rights or remedies.

Notwithstanding the foregoing, nothing in this Section 11.2 shall limit or prejudice Owner's right to prove and obtain damages in an amount equal to the maximum amount allowed under Applicable Laws, regardless whether such damages are greater than the amounts set forth in this Section.

Manager will reimburse and compensate Owner on demand for any costs, fees and expenses Owner incurs in connection with, resulting from or related to an Event for Default and Owner's exercise of any or all default remedies as provided for herein, and regardless whether suit is commenced or judgment is entered. Such loss includes all reasonable Attorneys' Fees (as defined below) which Owner incurs investigating, negotiating, settling or enforcing any of Owner's rights or remedies or otherwise protecting Owner's interests under this Agreement. In addition to the foregoing, Owner is entitled to reimbursement of all of Owner's fees, expenses and damages, including reasonable Attorneys' Fees Owner incurs in connection with protecting its interest in any bankruptcy or insolvency proceeding involving Manager, including any proceeding under any chapter of the Bankruptcy Code; by asserting or defending a claim; by defending a preference or fraudulent transfer action; by exercising and advocating

rights under Section 365 of the Bankruptcy Code; by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Agreement in bankruptcy.

11.3 **Release of Restriction.** In the event this Agreement is terminated by Owner for the default of Manager or is terminated under the provisions of Sections 13 or 14 or, if Manager terminates this Agreement under Section 2.4, Manager shall promptly release of record the Restrictive Covenant recorded as Instrument No. 727569, records of Nez Perce County, Idaho.

11.4 **Owner Default**. If the Owner defaults in the performance of any of its obligations under this Agreement, (a default includes failure to perform any of the required obligations of this contract and/or material misrepresentation or omission in any financial statement, correspondence or other information provided to Manager by or on behalf of Owner in connection with Owner's performance of this Agreement and any material misrepresentation made by Owner in this Agreement), which default continues for a period of more than thirty (30) days after receipt of written notice from Manager specifying such default, or if such default requires more than thirty (30) days for remedy, then if Owner fails to commence curing such default within the thirty (30) day period or fails to thereafter diligently continue curing such default until completion, then Manager may elect one or more of the following remedies.

(a) Manager may terminate this Agreement effective on the date Manager specifies in its written termination notice to Owner. If Manager terminates this Agreement, Manager may recover from Owner and Owner will pay to Manager on demand all damages Manager incurs by reason of Owner's default, including, any amount necessary to compensate Manager for all reasonable out-of-pocket costs and expenses incurred by Manager proximately caused Manager by Owner's failure to perform its obligations under this Agreement including costs related to relocation. Except as specifically set forth in this Section, nothing in this Section limits or prejudices Manager's right to prove and obtain damages in an amount equal to the maximum amount allowed by the Laws, regardless whether such damages are greater than the amounts set forth in this Section. Manager may perform any obligation on Owner's behalf which Owner has failed to perform, without waiving Manager's rights under this Agreement, at law or in equity and without releasing Owner from any obligation under this Agreement.

(b) Except as specifically set forth in this Section, if the Owner breaches any of the provisions of this Agreement, Manager will be entitled to enjoin such breach and will have the right to invoke any right or remedy allowed at law, in equity, by statute or otherwise including summary proceedings and other remedies not provided for in this Agreement. Each remedy or right of Manager provided for in this Agreement will be cumulative and will be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law, in equity by statute or otherwise. The exercise or the beginning of the exercise by Manager of any one or more of such rights or remedies will not preclude the simultaneous or later exercise by Manager of any or all other rights or remedies, at its option and may incur any reasonable expense necessary to perform the obligation of the Owner and

thereafter be reimbursed by Owner for all such costs and expenses incurred by Manager plus interest at the Agreed Rate, which shall be payable as a cash payment to Manager or in the alternative Manager may offset Owner's obligation by an appropriate reduction in the amounts next coming due from Manager to Owner under this Agreement.

Owner will reimburse and compensate Manager on demand for any costs, fees and expenses Manager incurs in connection with, resulting from or related to an Event for Default and Manager's exercise of any or all default remedies as provided for herein, and regardless whether suit is commenced or judgment is entered. Such loss includes all reasonable Attorneys' Fees (as defined below) which Manager incurs investigating, negotiating, settling or enforcing any of Manager's rights or remedies or otherwise protecting Manager's interests under this Agreement. In addition to the foregoing, Manager is entitled to reimbursement of all of Manager's fees, expenses and damages, including reasonable Attorneys' Fees Manager incurs in connection with protecting its interest in any bankruptcy or insolvency proceeding involving Owner, including any proceeding under any chapter of the Bankruptcy Code; by asserting or defending a claim; by defending a preference or fraudulent transfer action; by exercising and advocating rights under Section 365 of the Bankruptcy Code; by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Agreement in bankruptcy.

11.5 **Mitigation of Damages**. Either party agrees to use its best reasonable efforts to mitigate its damages in connection with any damage claim it may have against the other arising out or in connection with this Agreement.

12. **Manager's Right of First Refusal**. If, during the term of this Agreement or any Renewal Term, Owner receives a bona fide offer to purchase the Project from a third party which is acceptable to Owner, Owner will give written notice of such acceptable offer, setting out the identity of the purchaser and the terms of the offer to purchase. Manager shall then have a period of sixty (60) days in which to elect to purchase the Project at the same price and upon the same terms and conditions contained in the bona fide offer and to give written notice of such election to Owner. In the event Manager elects to exercise its right of first refusal, the sale shall close within thirty (30) days thereafter upon the terms and conditions set forth in the bona fide offer. If Manager fails to exercise its right of first refusal as hereinabove provided, Owner may proceed to sell the property to the original offeror at the price and upon the terms set forth in the bona fide offer; provided, however, that in the event the sale to the original offeror fails to close within one hundred eighty (180) days after Manager's right of first refusal has expires, Owner may not proceed to close the transaction without first giving the above required notice to Manager and again affording Manager the opportunity to again exercise its right of first refusal as above provide.

The provisions of this Section 12 do not apply to the sale or other transfer of the LLC membership interest in Owner held by one or more of Owner's LLC members to other LLC member or members of the Owner.

13. **Damage and Destruction**.

13.1 **Repair Obligations**. Pursuant to its covenants, obligations and duties as set forth in this Agreement, or otherwise, and subject to the terms of Section 13.2, in the event the Project or any portion thereof is damaged by fire or other casualty (a "**Casualty**"), for which Owner is carrying or required by this Agreement to carry insurance, Owner shall repair such damage at its expense. In the event of a Casualty, Manager's obligation to collect and remit Rent Installments shall be suspended or abated to the extent and for the period the Project is rendered uninhabitable as a college residence facility and until such time that the Project has been restored to the condition immediately prior to such damage or destruction, which such condition shall render the Project Ready for Management as contemplated under this Agreement. If the Casualty is an insured loss or a loss required to be insured under the provisions of this Agreement, as long as Owner is diligently pursuing collection of the insurance proceeds, repair shall commence upon receipt of the proceeds, provided that, in any case, the repair shall commence as soon as reasonably possible after the event of damage, but in no event subject to force majeure, later than one-hundred twenty (120) days after the damage. Owner shall not be obligated to repair Manager's personal property, equipment or improvements installed by Manager or any personal property of any Student tenants. Notwithstanding anything to the contrary contained herein, Owner's obligation to repair under this Section 13.1 shall be limited to the extent of the insurance proceeds available to Owner for such restoration. Additionally, in the event that any Casualty comprises more than fifty percent (50%) of the Project then Owner, in its sole discretion, may terminate this Agreement forthwith by providing Manager with written notice of its intention to terminate with thirty (30) days after the date of the Casualty. In the event of a Casualty, Manager agrees that it will proceed with reasonable diligence at its sole cost to rebuild, repair and/or replace its signs, fixtures and equipment.

13.2 **Termination Rights**. If any damage or destruction to the Project cannot in Owner's reasonable judgment be repaired within one-hundred-eighty (180) days following the date of damage, Owner shall give Manager written notice thereof within thirty (30) days after the date of damage, and either Manager or Owner may terminate this Agreement by delivering written notice to the other within thirty (30) days after the date Manager receives Owner's notice. If (a) the cost to repair any damage to the Project exceeds fifty percent (50%) of the insurable replacement cost of the Project, or (b) a portion of the damage is uninsurable through the insurance policies required under this Agreement, or if the amount of insurance available to Owner is inadequate to restore the Project and Owner's FF&E to substantially their condition prior to the Casualty and Owner elects not to restore, then Owner shall give Manager written notice of the Owner's election within thirty (30) days after the date of such damage or destruction and thereafter either party shall have the right to terminate this Agreement by written notice to the other party given within sixty (60) days after the date Manager receives such notice of Owner's election not to repair such damage. If the cost to repair damage to the Project that occurs during the last twenty-four (24) months of the Initial Term or any Renewal Term exceeds thirty percent (30%) of the insurable replacement cost of the Project, either party shall have the option to terminate this Agreement by giving written notice to the other party within sixty (60) days after the date of damage, unless Manager exercises an available Renewal Term option within ten (10) business days after receiving Owner's notice. If this Agreement terminates

pursuant to this Section 13, Rent for the Units shall be prorated as of the date of damage. Manager shall collect and remit to Owner the rent owed by Students to said date and Owner shall remit to Manager for payment to Students and Rent which Owner has received for any period after said date.

14. **Condemnation**.

14.1 **General Rights Upon Condemnation**. If all or any portion of the Project is taken under the power of eminent domain exercised by any governmental or quasi-governmental authority (a "**Condemning Authority**"), or are conveyed in lieu thereof (a "**Condemnation**"), this Agreement shall automatically terminate as to the portion condemned as of the date that possession and use are transferred to the Condemning Authority ("**Condemnation Date**"). The Owner shall have the exclusive right to grant possession and use to the Condemning Authority. Owner shall give Manager written notice (a "**Condemnation Notice**") specifying the extent of the taking and the anticipated Condemnation Date promptly after it receives such information. If more the thirty percent (30%) of the Project or more than thirty percent (30%) of the Residences are taken by Condemnation, or if as a result of Condemnation, Manager's access to the Project is terminated or materially and substantially interfered with, then any of such cases Owner shall have the right to terminate this Agreement by giving written notice to Manager within sixty (60) days after the date of the Condemnation Notice. If more than thirty percent (30%) of the building is taken by Condemnation and Owner elects not to repair, restore, alter or reconstruct the same, either party may elect to terminate this Agreement by giving written notice within sixty (60) days after the date of the Condemnation Notice. Any such termination shall be effective as of the Condemnation Date. If this Agreement is terminated pursuant to this Section 14.1, Owner and Manager shall be released from any liability arising after the termination date, but all Rents and all other amounts payable under this Agreement shall be prorated and paid or remitted as of the termination date in the same manner Rents are to be prorated and paid or remitted under Section 13.2. Owner shall make such repairs and alterations necessary to restore the portion of the Project not condemned to a condition reasonably satisfactory for Manager's use; provided that (i) at least three (3) years of the Initial Term or any Renewal Term remain, and (ii) that Owner's obligation shall be limited to the amount of the Condemnation Award (as defined below) available therefore after deducting all costs of obtaining the Condemnation Award. Within sixty (60) days after the amount of the Condemnation Award available for restoration is known, Owner shall give Manager reasonable notice of the repairs and alteration Owner anticipates making to restore the portion of the Project not condemned. If Manager reasonably determines that the anticipated repairs and alterations are insufficient to restore such portion of the Project to a condition reasonably satisfactory for Manager's use, Manager shall have the right to terminate this Agreement by giving notice to Owner within ten (10) days after receiving Owner's notice describing the repairs and alterations.

14.2 **Award**. Owner shall be entitled to receive the entire award in any Condemnation ("**Condemnation Award**"), including any award for the value of any unexpired portion of the Term of this Agreement. Manager shall have a right to claim and recover from the Condemning Authority, but not from Owner, such compensation as may be separately recoverable by Manager. Manager shall be entitled to claim an award in a condemnation

proceeding for any loss resulting from loss of housing contract with students, Manager's relocation expenses and/or the taking of Manager's personal property, to the extent such claims are recoverable.

15. **Assignment and Subletting**.

15.1 **Restriction on Transfer**. Manager shall not sublet all or any portion of the Project, and not assign, mortgage, pledge or otherwise encumber or transfer this Agreement, or any interest herein, or in any manner assign, mortgage, pledge, or otherwise encumber or transfer its interest or estate in all or any portion of the Project (each a "**Transfer**"), and each such party a ("**Transferee**") without obtaining Owner's prior written consent in each and every instance, which consent shall be in Owner's sole discretion to condition, grant or deny, specifically including Owner's right to condition its consent upon Manager agreeing to remain liable to Owner under the terms of this Agreement. This preclusion, however, shall not apply to Manager merging with or otherwise becoming a part of any other institution for higher education.

15.2 **Transfer Requirements**. In the event Owner consents to a Transfer by Manager as contemplated in Section 15.1 above, such Transfer shall, at a minimum, comply with the following requirements:

(a) Any Transfer shall operate to transfer to the Transferee all of Manager's right, title and interest in this Agreement and all of Manager's estate or interest in the Project.

(b) Any Transferee shall assume, by written, recordable instrument, all of Manager's obligations under this Agreement arising and related to a period subsequent to the date of Transfer. Such assumption agreement shall state that the same is made by the Transferee for the express benefit of Owner as a third party beneficiary. A copy of the Agreement evidencing the Transfer, in a form and content satisfactory to Owner, fully executed and acknowledged by Transferee, together with a certified copy of a properly executed corporate resolution (if the Transferee is a corporation) authorizing the execution and delivery of such Transfer Agreement, shall be sent to Owner at least ten (10) days prior to the Effective Date of the Transfer.

(c) Any Transfer shall be subject to all the provisions, covenants and conditions of this Agreement. If Manger agrees to remain liable under this Agreement, Manager as well as Transferee shall remain liable for all obligations under this Agreement, as it may be amended from time to time, without notice to the Manager.

(d) Manager shall reimburse Owner for any and all reasonable costs incurred by Owner, including reasonable attorney's fees paid or payable to outside counsel, occasioned by such Transfer.

15.3 **Restriction From Further Assignment**. Notwithstanding any consent by Owner to any Transfer, no Transferee shall Transfer all or any portion of the Project, and no assignee shall further assign its interest in this Agreement or its interest or estate in all or any portion of the Project, or lease all or any portion of the Project, without Owner's prior written consent in each and every instance.

16. **Proprietary Marks.**

16.1 **Owner Marks**. Subject to Section 16.2 below, Manager will operate the Project under the Owner's proprietary name and Marks which may be used in any advertising by Manager but which shall remain the property of Owner. For the purposes of this Agreement, Owner hereby grants Manager a temporary, non-exclusive, royalty-free, fully paid-up license to use the Marks as permitted by this Agreement during the Initial Term and any Extended Terms. Any violation of this license by Manager shall deemed to be an Event of Default.

16.2 **Manager Marks**. For purposes of advertising, Manager hereby grants owner a temporary, non-exclusive, royalty-free, fully paid-up license to use the Manager Marks in accordance with the terms and conditions of this Agreement during the Initial Term and any Extended Terms, provided that this authority to use Manager Marks shall only be for those specific uses related to the ongoing operation of this particular project.

16.3 **Protection of Marks**. The parties hereto acknowledge and agree that protection of the Owner Marks and Manager Marks is important; accordingly owner and Manager shall immediately notify the other party of any infringement of dilution of or challenge to the use of the respective Marks granted hereunder, and will not, absent a court order or the other party's prior written consent, communicate with any person regarding any such infringement, dilution, challenge or claim. The parties covenant to cooperate to the fullest extent possible in any action taken by a party to protect and/or defend their respective Mark from any such infringement, dilution, challenge or claim.

16.4 **Signage**. Manager may, at its sole cost, erect signs on the interior or the exterior of the Project buildings, provided that such sign or signs (a) do not cause any structural or other damage to the Project Buildings; (b) do not violate applicable governmental laws, ordinances, rules or regulations; (c) do not violate any existing restrictions affecting the Project; and (d) are approved in advance by Owner. Manager, upon vacating the Project or removing or altering its signs for any reason, shall repair, paint and/or replace the Project Buildings surfaces where its signs were attached. Manager shall not disturb signs placed by Owner on or in any part of the Project Buildings.

17. **Miscellaneous Provisions**.

17.1 **Access to Project**. For purposes of the Management Responsibility, Manager shall have free access to the project twenty-four (24) hours per day, seven (7) days per week basis. Owner and its authorized representatives shall have the right at any and all times to enter any part of the Project for the purpose of inspecting the same, making

any necessary changes or modifications to Buildings systems, making any repairs required or permitted by the terms of this Agreement or conducting any reasonable test or environmental audit of the Project or Manager's operation or use of the Project to determine Manager's compliance with this Agreement. Notwithstanding the foregoing, in the event Owner desires to enter any of the Residences pursuant to this Section 17.1.1, Owner shall provide Manager with notice of the same and Manager shall within three (3) business days provide notice to the Student tenants residing in the applicable Residences of Owner's intended entry thereon. In the event any consent is required to be obtained from any Student tenants pursuant to Owner's entry into any of the Residence, Manager shall obtain such necessary consents of the Students Tenants within not more than an additional three (3) business days. The consent requirement set out above shall not apply in the case of an emergency when Owner's immediate entry is reasonably necessary to prevent damage to deterioration of the Project. In the event of any Owner entry into the Residences, Owner shall at all times be accompanied by a representative of Manager. Owner may, during the progress of any such work, store necessary materials, tools and equipment at the Project, provided such storage does not interfere in any material respect with Manager's and its authorized Student tenant's use of the Project and provided such are stored in a safe and secure manner. Owner shall not be liable for, and the obligations of Manager shall not be affected by, inconvenience, disturbance, loss of business or other damage caused by Owner in connection therewith, provided that Owner makes reasonable efforts to avoid interfering with the conduct of Manager's business, except to the extent caused by Owner's negligence or willful misconduct. The provisions of this Section 17.1, and any other provisions in this Agreement that require Owner notice to Student tenant and/or mandate Student tenant consent to Owner's entry shall be included as provisions of the Rental Agreement.

17.2 **Exhibition of Project**. Owner shall have the right during normal business hours at any time during the Initial Term and any Renewal Term, following reasonable notice as required in this Agreement, to enter the Project for the purpose of exhibiting the same for the purpose of mortgaging or selling the property. During the final six (6) months of the Initial Term or any Renewal Term, as applicable, or any time after Manager gives Owner a termination notice pursuant to terms of this Agreement, Owner shall be authorized to exhibit the Project, including the Residences in accordance with the notice requirements of this Agreement, to prospective purchasers or replacement Managers. During the final six (6) months of the Initial Term or any Renewal Term, as applicable, or anytime after Manager gives Owner a termination notice pursuant to this Agreement, Owner shall have the right to display on and about the Project signs indicating that the Project is for sale or lease; provided that such signage does not unreasonably interfere with Manager's Management Responsibility.

17.3 **Estoppel Certificates**. Owner and Manager shall, each without charge at any time and from time to time, within ten (10) business days after written request by the other party, execute and deliver to the requesting party or any person whom the requesting party may designate, an estoppel certificate certifying; (a) that each of the terms of this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and stating the modifications); (b) the dates to which the Rent Installments have been paid in advance; (c) whether or not there are then existing any breaches

or defaults by such party or the other party known by such party and specifying such breach or default, if any; (d) whether or not there are then any setoffs or defenses against the enforcement of any term of this Agreement (and, if so, specifying the same and the steps being taken to remedy the same); and (e) such other statement or certificates as Owner, Manager or any Mortgagee may reasonably request. It is the intention of the parties that any statement delivered pursuant to this Section 17.3, may be relied upon by any persons dealing with Owner, Manager or the Project.

17.4 **Notices**. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be sent by United States certified mail, postage prepaid, or by a nationally recognized independent overnight courier service, addressed to Owner at 202 East Spokane Falls Boulevard, Suite 400, Spokane, Washington, 99202, with a copy to Joe and Frances McCann Family Limited Partnership, Attention: Michael McCann, 202 26th Avenue, Lewiston, ID 83501; and to Manager addressed to Lewis-Clark State College, 500-8th Avenue, Lewiston, Idaho, 83501, Attention Vice-President for Administrative Services, with a copy to attorney, Robert Brown, 321–13th Street, Lewiston, Idaho, 83501, and any other address which is not a post office box as either party may from time to time designate by written notice to the other. Any notice, demand or request which is given as described shall be deemed to be given on the business day following the date it is delivered to a courier or three (3) days after it is deposited in the United States mail.

17.5 **Annual Statements**. Upon request by Owner, Manager shall promptly deliver to Owner a copy of Manager's rent roll (which shall not identify the residents by name consistent with the Family Educational Right Privacy Act, 20 U.S.C. 1232g) and other information related to the operation of the Project and the Buildings. Such records may contain confidential or propriety information and shall only be used by the Owner to communicate the current financial status of the project and shall, except as follows be kept confidential by the Owner. Owner may further disclose such financial statement to its mortgage lender (or potential lender), accountants or other financial advisors or analysts, or any potential purchaser of the Project, provided that they have also agreed to the foregoing limit on use and confidentiality.

17.6 **Owner's Continuing Obligations**. The term "**Owner**," as used in this Agreement so far as obligations on the part of Owner are concerned, shall mean only the Owner or Owners of fee title to the Property at the time in question, and upon any transfer, the then grantor shall, subject to the conditions set forth below, be automatically freed and relieved after the date of such transfer of all liability for the performance of any obligation on the part of the Owner contained in this Agreement thereafter to be performed. As conditions precedent to the foregoing relief from liability: (i) any funds in the hands of such Owner or the then grantor at the time of such transfer, in which Manager has an interest, shall be turned over to the grantee; (ii) any amount then due and payable to Manager by Owner or the then grantor under any provision of this Agreement shall be paid to Manager; and (iii) the grantee shall agree, in writing, for the benefit of Manager that it will assume, pay and perform all payments, terms, covenants and conditions of Owner under this Agreement. The Owner's obligations contained in this Agreement shall, subject to the aforesaid, be binding on Owner's successors and assigns, during and in respect of their respective successive periods of ownership. Nothing herein contained

shall be construed as relieving Owner of any of its obligations under this Agreement, or releasing Owner from any obligation to complete the cure of any breach by Owner during the period of its ownership of the Project.

17.7 **Severability.** If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term of this Agreement shall be valid and in force to the fullest extent permitted by law.

17.8 **Successors and Assigns**. Subject to provisions of this Agreement limiting assignment or sublease by Manager, the covenants contained in this Agreement shall bind and inure to the benefit of Owner, its successors and assigns, and Manager and its permitted successors and assigns.

17.9 **Relationship of Parties** This Agreement creates the relationship of principal and agent and is not expressly or impliedly intended to create any partnership, joint venture, association or any other relationship between Owner and Manager.

17.10 **Prior Agreements**. This Agreement, together with the Restrictive Covenant executed in conjunction with the Transfer of Lots from Manager to Owner, and together with any and all attached Exhibits and the written agreements concurrently or hereafter executed and/or delivered pursuant to or in connection with this Agreement, embody the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements and understandings between the Owner and Manager, if any, relating to the subject matter hereof. Manager acknowledges that neither Owner nor any agent of Owner has made any representation or warranty not contained in this Agreement with respect to the project, the Buildings or the suitability or fitness of either for the conduct of Manager's business or operations or for any other purpose.

17.11 **No Waiver**. No failure by owner or by Manager to insist upon the performance of any of the terms of this Agreement or to exercise any right or remedy available for a breach thereof, and no acceptance by owner of full or partial rent from Manager or any third party during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed or performed by Owner or by Manager, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the waiving party. No express waiver shall waive any default other than the default specified in the express waiver. An express waiver waives the specified default only for the time and to the extent herein stated.

17.12 **Owner's Liability Limited**. Manager recognizes that Owner is a limited liability company. Manager expressly agrees, anything herein to the contrary notwithstanding, that each and all of the representations and agreements made by Owner are intended to bind only the Owner's interest in the Project, and the rents and profits therefrom. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, any

of the members, managers, shareholders, partners, directors, officers, employees or agents of Owner on account of any agreements of Owner contained in this Agreement.

17.13 **Force Majeure**. Whenever a period of time is herein prescribed for action to be taken by either party, said party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to ("**Force Majeure**"): strikes, riots, terrorist acts, acts of God, delay caused by the failure of a governmental agency to issue a building or occupancy permit despite diligent pursuit thereof, shortages of labor or materials because of priority or similar regulations or order of any governmental or regulatory body, war, or any other causes of any kind which are beyond the reasonable control of said party. Lack of funds or inability to obtain financing shall not be an event of force majeure.

17.14 **Survival**. All obligations (together with interest on monetary obligations at the Agreed Rate) accruing before expiration of the Initial Term or any Renewal Terms shall survive the expiration or other termination of this Agreement. Additionally, Section 4.1 (Manager's Compensation), Section 9 (Compliance with Laws), and Section 10 (General Liabilities), will survive the expiration or other termination of this Agreement.

17.15 **Quiet Enjoyment**. Owner agrees that to its actual knowledge it is the fee simple Owner and record title holder of all of the Project; that it has the full right, power and authority to execute this Agreement and to grant the management rights to Manager as provided herein, subject to the performance of this Agreement by Manager.

17.16 **Brokers; Agency Disclosure**. Owner and Manager each represent to the other that it has not been represented by any brokers or finders in connection with this Agreement. Owner and Manager shall each defend and hold harmless the other against all claims of brokers, finders or any like third party claiming any right to commission or compensation in connection with this Agreement by or through the acts of that party, to the extent permitted by law.

17.17 Concessions. Owner shall provide and shall receive all revenue from laundry appliances, soft drink and snack food vending machines and other similar concessions. Manager shall have no management or servicing responsibility for Owner's concessions.

17.18 **Governing Law**. This Agreement shall be governed by the laws of the state of Idaho. Venue shall be in Nez Perce County, Idaho.

17.19 **Construction**. Words and phrases used in the singular shall be deemed to include the plural and vice versa. Nouns and pronouns used in any particular gender shall be deemed to include any other gender. When the word "including" is used in this Agreement, it shall mean "including, but not limited to." Whenever words such as "herein," "hereunder," etc., are used in this Agreement, they shall mean and refer to this Agreement in its entirety and not to any specific section, paragraph or other part of this Agreement. The word "person" includes any natural person, corporation, firm, partnership, limited partnership, limited liability company, trust

estate, unincorporated organization, or other legal or business entity, however designated or constituted. "Business day" means days when national banks are open in Lewiston, Idaho. The caption of each section of this Agreement is for convenience of reference only, and in no way defines, limits or describes the scope or intent of such section.

17.20 **Time Is of the Essence**. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

17.21 **No Oral Amendments**. This Agreement may be modified or amended only by an agreement in writing signed by the parties hereto. No receipt of money by Owner from Manager or any other person after termination of this Agreement, the service of any notice, the commencement of any suit or final judgment for possession of the Project, shall reinstate, continue or extend the Term of this Agreement, affect any such notice, demand or suit, or imply consent for any action for which Owner's consent is required, unless specifically agreed to in writing by Owner. Any amounts received by Owner may be allocated to any specific amounts due from Manager to Owner as Owner determines.

17.22 **Exhibits** All exhibits now or hereafter attached to this Agreement are incorporated into this Agreement in full by this reference. Each party agrees to perform any obligations to be performed by it pursuant to the provisions of all such exhibits.

17.23 **Recording** Neither party shall record this Agreement. Promptly after request of either party, the parties hereto will execute and deliver to each other a memorandum of Agreement, in recordable form, setting forth (a) the date of this Agreement; (b) the parties to this Agreement; (c) the Commencement Date and Expiration Date of the Initial Term; and (d) such other matters as are reasonably requested by either party to be stated therein. Either party may then record the memorandum of Agreement.

17.24 **Public Records**. Owner and Manager acknowledge that all records, including but not limited to, design, construction, and Agreement documents will constitute public records. The Owner shall provide the Manager with a copy of all documents related to the design, construction and management of the Project.

17.25 **Rules and Regulations**. Manager shall perform, observe, and comply with all reasonable nondiscriminatory rules and regulations established by Owner for the Project from time to time.

17.26 **Attorneys' Fees**. If either party brings any lawsuit or arbitration proceeding to enforce or declare any rights under this agreement, including any appeal thereof, the party deemed as the prevailing party by the court or arbitrator hearing the matter, whether or not such action is pursued to decision or judgment, shall be entitled to collect reasonable "**Attorney's Fees**". The Owner's fee award shall not be computed in accordance with any court schedule, but shall be such to fully reimburse all attorneys' fees reasonably incurred by the prevailing party.

18. **Building Names**. Owner shall have the exclusive right, in its sole discretion and from time to time, to name the Building and any part of the Project and the Property, which such names shall be included in the Owner Marks.

19. **Arbitration.** If any controversy or claim arising out of this Agreement or the relationship of the parties cannot be settled between the parties, the controversy or claim shall be settled by arbitration before an arbitrator in Lewiston, Idaho, in accordance with the rules of the American Arbitration Association, as then in effect, and judgment on the award may be entered in any court having jurisdiction. Nothing herein, however, shall prevent either party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate. All costs of bringing any arbitration claim including reasonable attorney's fees may be assessed against either party and made a part of any award entered at the discretion of the arbitrator.

20. **Future Modifications.** This Agreement represents a new relationship between the parties and both parties recognize that mutually agreeable future modifications of some of its provisions because of unanticipated conditions, events or results, may be beneficial to both parties. Therefore, if a party believes that a provision of this Agreement should be modified, it will notify the other party of the proposed modification and the reason for that change. The parties will then discuss and consider the proposed modification in an effort to arrive at a mutually agreeable solution. However, unless and until the parties both execute a properly authorized and executed written amendment to this Agreement, nothing herein contained shall preclude a party from exercising all rights and remedies granted to that party under this Agreement, as validly amended, particularly including, but not limited to, the right to terminate this Agreement as provided herein.

21. **Termination for Failure of Appropriations.** Owner understands that Manager and State of Idaho are governmental entities. Therefore, to the extent, if any, that Manager's obligations hereunder are payable from appropriated funds, this Agreement shall in no way or manner be construed so as to bind or obligate the Manager or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The Manager and State each reserves the right to terminate this Agreement in whole or in part if, in its sole judgment, if the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Manager or State to continue such payments, or requires any return or "give-back" of funds required for the Manager to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending which results in insufficient funds. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Owner.

22. **Authority of Manager**. Manager warrants that execution of this Agreement by Manager has been duly authorized by Manager's board of trustees; and no further action, approval, legislative action or approval, or administrative action or approval, or any other action or approval of any kind, is necessary on the part of any branch or agency of the State of Idaho or on the part of Manager, to make this Agreement fully and completely binding upon Manager in accordance with its terms. If Manager does not have authority to enter into this Agreement in accordance with its terms, Manager shall be liable to Owner for all costs and damages arising

from such breach of warranty and lack of authority described in this Section 22, and Owner shall have all remedies available to it as described for a Manager Event of Default as described in Section 11.1, above.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the day and year first above written.

OWNER:

THE COLLEGE PLACE, LLC,
an Idaho Limited Liability Company

AWL, LLC

By:_____
WILLIAM J. LAWSON

CHRISTOPHER R. ASHENBRENER

By:_____
CHRISTOPHER R. ASHENBRENER

JOE AND FRANCES MCCANN FAMILY LIMITED PARTNERSHIP

By:_____
MICHAEL MCCANN

MANAGER:

LEWIS-CLARK STATE COLLEGE

By: _____
Its: _____

STATE OF IDAHO)
)
COUNTY OF NEZ PERCE)

On this _____ day of _____ 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared, Michael McCann, known to me to be a _____, whose name is subscribed to foregoing agreement and acknowledged to me that he executed the same for and on behalf of The Joe and Frances McCann Family Limited Partnership.

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

_____
NOTARY PUBLIC in and for the State
Of Idaho, residing at _____
My Commission expires: _____

STATE OF IDAHO)
)
COUNTY OF NEZ PERCE)

On this _____ day of _____ 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared, _____, known to me to be the President of Lewis-Clark State College, whose name is subscribed to foregoing agreement and acknowledged to me that he executed the same for and on behalf of the Idaho State Board of Education.

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

_____
NOTARY PUBLIC in and for the State
Of Idaho, residing at _____
My Commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE)

On this _____ day of _____ 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, William J. Lawson, known to me to be a _____, whose name is subscribed to foregoing agreement and acknowledged to me that he executed the same for and on behalf of The College Place, LLC.

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

_____
NOTARY PUBLIC in and for the State
Of Washington, residing at _____
My Commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE)

On this _____ day of _____ 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Christopher R. Ashenbrener, known to me to be a _____, whose name is subscribed to foregoing agreement and acknowledged to me that he executed the same for and on behalf of The College Place, LLC.

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

_____
NOTARY PUBLIC in and for the State
Of Washington, residing at _____
My Commission expires: _____

EXHIBITS

Exhibit A: "Property"
Exhibit B: "Building"
Exhibit C "Financial Report"
Exhibit D: "Annual Budget"
Exhibit E: "Lease Session Reservation"

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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.

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.

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE

SUBJECT

Lewis-Clark State College requests approval to execute a new bookstore contract with Follett Higher Education Group, Inc.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.6.b

BACKGROUND

Lewis-Clark State College has recently reviewed the advantages of outsourcing the services provided by the campus bookstore. The College worked with the State of Idaho Department of Purchasing to send out Request for Proposals for bookstore services. Upon the release of an RFP for bookstore management on February 24, 2006, three entities submitted proposals for evaluation by the campus bookstore committee. The review resulted in unanimous support for Follett Higher Education Group, Inc. A draft copy of the agreement with Follett is attached.

DISCUSSION

The genesis of this action was the decrease in book sales to online providers in the recent years. After twenty plus years of consistently profitable operation, the college Bookstore is experiencing a decline in book sales due to competition from on-line textbook vendors. While textbook sales volume increased consistently for over two decades, a decline in sales occurred in fiscal year 2005 and projections for fiscal year 2006 indicate a further decline. Actual sales figures are as follows:

Fiscal year 2004 - $1,206,110
Fiscal year 2005 - $1,193,376
Fiscal year 2006 - $1,070,000 (projected)

After discussion with other institutions and several service providers, the College has concluded that Follett can meet the demand from our students for on-line purchase alternatives and provide a guaranteed cash flow to the institution. The College believes this decision will insure the continued profitability of the bookstore while providing optimal service to our students.

IMPACT

The arrangement with a private bookstore services provider will help to ensure a positive bookstore operation that will provide the best options available for student service and provide a cash flow for the College.

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE - continued

ATTACHMENTS

Attachment 1-Operating Agreement Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed the proposed outsourcing contract and believes this agreement will best serve the interests of Lewis-Clark State College. Staff has also reviewed a schedule of projected commissions to be received under the proposed management agreement, and notes that LCSC and the proposed vendor has been conservative in its projection of book sales growth. Expected enrollment increases coupled with an increase in unit sales from the vendor vs. other online sources have been factored into the projection.

Staff recommends approval of the management contract.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College to enter into a contract with Follett Higher Education Group, Inc., to provide bookstore management services, and hereby authorize the Vice President for Administrative Services to sign all documents and agreements related to this transaction.

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Moved by _____ Seconded by _____ Carried Yes ___ No ___

BOOKSTORE OPERATING AGREEMENT BETWEEN
LEWIS CLARK STATE COLLEGE
AND FOLLETT HIGHER EDUCATION GROUP, INC.

This Bookstore Operating Agreement ("Agreement") is made as of June 15, 2006 between Lewis-Clark State College("School") and Follett Higher Education Group, Inc. ("Follett").

Intending to be legally bound, School and Follett agree:

1. ***Store.*** Subject to all the terms and conditions in this Agreement, Follett shall operate a bookstore ("Store") for School.

2. ***Term.*** This Agreement takes effect June 15, 2006, and continues, unless sooner terminated in accordance with Section 3, until June 15, 2011. Thereafter, unless either party notifies the other in writing at least 120 days before expiration of the initial term, or then-current renewal term, of its intention not to renew, this Agreement shall automatically renew for successive one-year renewal terms under the terms and conditions set forth in this Agreement.

3. ***Early Termination.***

3.1 Either party may terminate this Agreement with or without cause by giving the other party at least 120 days prior written notice of termination.

3.2 Either party may terminate this Agreement upon 90 days prior written notice for material nonperformance by the other party, documented, in case of nonperformance by Follett, in accordance with Section 7.4.

3.3 School may terminate this Agreement immediately if Follett initiates any bankruptcy proceeding, or if any such proceeding initiated against Follett remains undismissed for 60 days.

4. ***Rights Upon Termination, Expiration or Non-Renewal.***

4.1 Termination, expiration or non-renewal of this Agreement shall not affect any right of either party accrued prior to such termination, expiration or non-renewal.

4.2 On any termination, expiration or non-renewal of this Agreement, School shall pay Follett the unamortized book value (calculated on the straight-line method from the in-service date[s] over the greater of 8 years or until expiration of this Agreement) of all Store Remodeling (as defined in Section 5) paid by Follett.

4.3 On any termination, expiration or non-renewal of this Agreement, School shall purchase, or cause to be purchased, the Store inventory then on hand under the same terms as purchased by Follett under Section 9.1.

5. Store Improvements.

5.1 Follett shall spend up to a total of $82,000 to improve the Store in accordance with this Section 5. This expenditure may include furniture, trade fixtures, and equipment, including point-of-sale equipment, that is readily removable ("Capital Equipment") and Follett and third-party design and project management services, third-party architectural and engineering services, cabling and infrastructure, build-out, floor and wall coverings, decorating, lighting, and fixtures that are not readily removable ("Store Remodeling"). Capital Equipment and Store Remodeling each include all replacements, additions and extensions paid for by Follett, whenever installed. The Capital Equipment and Store Remodeling together comprise the "Store Improvements."

5.2 Follett shall prepare complete plans and specifications for the Store Improvements for review and approval by School, and shall work closely with School to develop mutually acceptable plans ("Plans"). School shall have the final approval over all the Plans; provided, however, that if the cost of carrying out the Plans as approved by School exceeds the amount set forth in Section 5.1, School shall be responsible for the excess.

5.3 When School has given final approval to the Plans, Follett shall submit an installation and construction schedule to School for approval. School shall review and comment on the Plans and schedule in a reasonable time frame to allow the project completion date to be met.

5.4 The Store Improvements shall meet or exceed the requirements of the Americans With Disabilities Act ("ADA") and all other applicable codes, laws and regulations, and shall be in accordance with Follett's Design Intent documents.

5.5 All Capital Equipment purchased by Follett and not attached as a fixture to real estate will remain the property of Follett.

6. General Rights and Responsibilities of Follett.

6.1 Follett shall operate the Store in accordance with the highest standards and commercial practices in the college bookstore industry.

6.2 Follett shall operate the Store 12 months per year. The name of the Store shall not change. The Store's normal hours of operation and holiday closing schedule, shall be as approved in writing by School after consultation with Follett; hours of operation during registration periods, the first two weeks of classes, and all special campus events, shall be extended to coincide with demand.

6.3 Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by School (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university bookstores, including but not limited to, textbooks, class

and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by School during the term of this Agreement. This Section 6.3 does not prohibit occasional sales by student groups or student government organizations that do not materially impact Store sales.

6.4 School grants Follett the right, subject to School's published standards, to use the School's seal, logotype, and associated trademarks and service marks on the Store's Internet site, signage and collateral materials, and stationery, soft goods, notebooks, pens, pencils, decals and other goods traditionally sold in college and university bookstores. School will not grant such right to any other online or brick-and-mortar retail bookseller during the term of this Agreement. If School changes its name, seal, or logotype with less than one year written notice to Follett prior to notice to the public, Follett may deduct from any commissions otherwise payable to School Follett's actual documented cost of all unsold emblematic merchandise on hand at the time of such change.

6.5 In order to secure property in the Store, Follett shall cooperate with School in providing Store security, theft prevention, and emergency procedures in case of fire or casualty. In cooperation with School Security, Follett shall create and maintain a Store security plan acceptable to School for textbook buyback, rush and other special events.

6.6 Follett shall not cause School's students, faculty, or staff suspected of theft or disturbance to be arrested by public authorities (except in emergencies) or prosecuted without prior consultation with School.

6.7 In its operation of the Store, Follett shall pay its bona fide financial obligations to School and to third parties in a timely manner.

6.8 Follett shall collect and pay any sales tax or similar tax on its retail sales, and applicable income taxes on its revenues. Follett shall not be responsible for property taxes on the Store facility or any other taxes not currently assessed.

6.9 Follett shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.

6.10 Follett shall abide, and require its employees to abide, by applicable School regulations and policies. School shall provide Follett with copies of applicable policies, and timely inform Follett of any changes.

6.11 Follett shall abide by all federal, state and local laws applicable to its operation.

6.12 In performing this Agreement, Follett shall not discriminate based on sex, race, national origin, religion, color, sexual orientation, veteran status, disabled veteran status, age or disability protected under the ADA.

6.13 Follett shall be responsible for any loss or damage to property owned by School that is in Follett's possession or control or is caused by Follett or its employees or agents in the course and scope of their employment.

6.14 Follett will make its corporate representatives reasonably available to School to discuss and resolve any operational issues.

6.15 Follett shall be responsible for daily cleaning of the Store interior, including provision of basic janitorial equipment and supplies, sweeping, dusting, and removal of light trash to School-provided receptacles.

6.16 Follett will offer School faculty and staff a 10% discount on all purchases over $1.00, excluding textbooks, sale merchandise and academically discounted software. Follett will offer all School departments a 20% discount on purchases of supplies over $1.00, excluding sale merchandise and academically discounted software.

6.17 Follett will provide $5,000 annually in textbook scholarships during the term of this Agreement. Scholarship funds shall be distributed at the discretion of School's administration.

7. General Rights and Responsibilities of School.

7.1 School will provide and maintain an appropriate, safe and habitable location, in accordance with all applicable laws and regulations, in retail-ready condition, for the Store Improvements and ongoing Store operations. Except for the Store Improvements provided by Follett in accordance with Section 5, School shall be responsible for furnishing appropriate decorating, fixtures, equipment, shelving, lighting, flooring, plumbing, power and HVAC. School shall also keep the building in which the Store is located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service. School shall be responsible for any loss resulting from failure of the building to meet applicable building codes and regulations. If the School relocates all or any part of the Store operations, School will provide Follett with at least 90 days advance notice of the relocation and will reimburse Follett, within 30 days after Follett's invoice, for Follett's cost of the relocation.

7.2 School will name a representative authorized to advise Follett of School's approvals, consents and instructions under this Agreement.

7.3 School may prohibit sale at the Store of any item it finds offensive or inappropriate.

7.4 If at any time School is dissatisfied with Follett's performance under this Agreement, School shall document the unsatisfactory performance and submit the documentation to Follett for immediate review and corrective action. School may require a review meeting to prepare the corrective action.

7.5 School shall provide the following services to the Store in accordance with School's building standards at no cost to Follett:

a) Security of persons and property in the same manner provided for other School premises;
b) Internal and external building maintenance, including, but not limited to, plumbing, electric, light bulbs, HVAC and other mechanical systems, fire protection, roof membrane and structure, floors, walls, ceilings, windows and doors;
c) Pest control services on the regular School schedule;
d) Lost and found service as regularly provided by School;
e) Parking for Follett's employees in common with other authorized parkers in a location approved and provided by School (Follett's employees must abide by all applicable parking regulations);
f) Participation in any debit or credit card, voucher program, or other payment or financial aid service now or hereafter made available by School to its students or to local merchants;
~~d)~~g) Local telephone/data service including all equipment and lines (telephone toll charges to be charged to Follett at the same rate charged to School's departments);
h) Reasonable access to School's telecommunications and network systems as required to install, at Follett's sole expense, T1 lines and associated connectivity for Follett's point-of-sale systems; and
i) Building standard utilities.

7.6 School will require its faculty and staff to provide Follett with timely and accurate textbook adoption information.

7.7 Follett will extend credit to School for financial aid and departmental charge accounts in accordance with the terms set forth in Follett's standard credit application. School will furnish to Follett all required information and will pay all accounts within 30 days of invoice, or will pay applicable late charges as provided in the credit application.

8. Bookstore Personnel.

8.1 Follett will furnish sufficient adequately trained personnel to provide efficient and courteous service to customers, including sufficient substitute personnel in case of employee absence. In addition, Follett will provide ongoing training in customer service and will formally recognize and reward employees who provide superior customer service.

8.2 School may participate in interviewing and evaluation of Follett's Store Manager should the need arise to fill the position. Follett's selection of the Store Manager is subject to School's approval.

8.3 Follett agrees to tender offers of employment to the current bookstore employees listed on Exhibit A. All employees so listed will become employees of Follett effective June 15, 2006.

9. Bookstore Stock and Sales.

9.1 On commencement of this Agreement, Follett shall purchase from School all salable merchandise in the Store, including new textbooks, used textbooks, trade, reference and technical books, general merchandise, and any verified, usable credits with publishers or vendors. Follett will cause all such merchandise to be inventoried by an independent firm. School may observe the inventory if desired. Within 120 days after the completion of the inventory, Follett shall pay School for the merchandise as follows:

a) New Textbooks
   1. Follett will purchase new textbooks adopted for the next academic term in quantities not exceeding course requirements at standard industry discounts or cost. New textbooks purchased that are not utilized in the next academic term and are not returnable to the publisher will be charged back to School.
   2. Follett will purchase new textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at the current wholesale price.

b) Used Textbooks
   1. Follett will purchase used textbooks adopted for the next academic term in quantities not exceeding course requirements at 50% of the current retail selling price. Used textbooks purchased that are not utilized in the next academic term and are not returnable to the wholesaler will be charged back to School.
   2. Follett will purchase used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at current wholesale price.

c) Trade, Reference and Technical Books ("Trade Books")
   1. Follett will purchase Trade Books that have been purchased during the past academic year and are returnable to the publisher at standard industry discounts or cost.
   2. Follett will purchase Trade Books not meeting these requirements at a price agreeable to School and Follett.

d) General Merchandise
   1. Follett will purchase general merchandise traditionally sold in college bookstores, purchased in the past academic year, in saleable condition, and not in excessive quantities, at standard industry discounts or cost.

2. Follett will purchase general merchandise not meeting these requirements at a price agreeable to School and Follett.

9.2 In operating the Store, Follett will charge industry standard, competitive and fair prices, as follows:

a) On new textbooks and trade books, not more than the publishers' list price, or a 25% gross margin (cost divided by .75, inclusive of restocking fees and return penalties) on net price books and list price books sold to Follett at less than a 25% discount off list, plus a freight pass-through.
b) On e-books, e-coursepacks, coursepacks, text "packages," "kits," "sets," and "bundles," and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70, inclusive of restocking fees and return penalties), plus a freight pass-through.
~~b)~~c) On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices.
~~c)~~d) On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.

9.3 Follett will expeditiously process text requests placed after the adoption deadline.

9.4 Follett shall purchase used textbooks year round. Follett shall purchase used textbooks adopted for the next academic term in quantities sufficient to meet course requirements at not less than 50% of the retail price. Follett shall purchase used books not adopted for the next academic term or in excess of course requirements at wholesale prices.

9.5 Follett will accept returns in accordance with the following policies:

a) Non-textbook items in resalable condition may be refunded or exchanged at any time with original receipt.
b) Textbooks in resalable condition may be refunded with receipt within seven (7) calendar days from the start of classes or within two (2) days of purchase thereafter, including during summer term.
c) Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.
d) Computer software may be returned if it is unopened and shrink-wrapped.
e) In addition, upon proof of drop/add, Follett will accept textbook returns from students who have dropped a course up to thirty (30) days from the start of classes or until the end of the official drop/add period, whichever comes first.

9.6 In operating the Store, Follett shall accept as a minimum, MasterCard, Visa, Discover and American Express charge cards. Follett will pay all merchant charges associated with acceptance of these credit cards.

10. Commission.

10.1 Follett shall pay commission to School in an annual amount equal to the sum of:

9.1% of all Gross Revenue up to **$1,000,000**; plus
10.1% of any part of Gross Revenue over **$1,000,000** but less than **$1,750,000**; plus
11.1% of any part of Gross Revenue over **$1,750,000**

As used in this Section 10, Gross Revenue is defined as all sales made by the Store or the Store's world wide web page, catalog, or mail order function (if any), less refunds, returns, taxes, computer hardware sales, commissions earned from rings and graduation regalia, and sales to Follett-funded scholarship students, and to departmental faculty, staff and other sales at a discount pursuant to Section 6.16, all as reasonably calculated by Follett.

10.2 Follett will keep complete and accurate records of all Store transactions in accordance with industry accounting practices and will provide a statement of Store gross revenue to School monthly for the preceding period. Follett will preserve records of store operations for 3 years from the transaction date, and will make them available for review, audit and verification by School at the Store upon request on reasonable advance notice during ordinary business hours other than during Store "rush" periods.

10.3 Follett shall pay the commission calculated in accordance with Section 10.1 monthly, twenty days after the end of the month. Any other payment required to be made by Follett to School under this Agreement shall be made within thirty days of receipt of invoice.

11. <u>Insurance.</u>

11.1 During the term of this Agreement, Follett shall keep in force, at its own expense, at least the following insurance, all in accordance with this Section 11:

a) Comprehensive General Liability having a combined single limit of not less than $1,000,000 per occurrence covering contractual liability and products/completed operations;
b) Business Automobile Liability having a combined single limit of not less than $1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles;
c) Worker's Compensation insurance having limits not less than those required by applicable statute;
d) Employer's Liability in the amount of at least $1,000,000.

11.2 School, its affiliates, officers, directors, trustees, volunteers, and employees shall be named as additional insureds under the Commercial General Liability policy and the Business Automobile Liability policy upon the School's written request.

11.3 Follett shall furnish industry standard Certificate[s] of Liability Insurance to School showing the coverage required by this Section 11 within 30 days after execution of this

Agreement or before Follett takes possession of the Store, whichever is earlier. The Certificate[s] shall provide that the issuing company will endeavor to mail written notice to the Certificate Holder (School) within 30 days in the event of any policy cancellation or termination.

11.4 School will notify Follett of any flood plain zoning changes affecting the Store within 30 days of receiving notice of such change from any source.

11.5 If School causes any work to be performed by a third party on the building housing the Store, then School will provide Follett an industry standard Certificate of Liability Insurance from the third party's insurance company(ies) showing Follett as an additional insured under the third party's Commercial General Liability policy and Business Automobile Liability policy. Both policies shall show combined single limits of $1,000,000 per occurrence.

12. Indemnification.

12.1 Follett shall defend, indemnify and hold harmless School, its Board of Trustees, affiliates, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of any: (i) damage, destruction or loss of any property (including but not limited to School's property); or (ii) injury to or death of any person (including but not limited to any employee of School); which results from or arises out of negligent or willful acts or omissions of Follett, its officers, agents and employees, in the performance of this Agreement.

12.2 To the extent permitted by applicable law, School shall defend, indemnify and hold harmless Follett, its affiliates, directors, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees) arising out of any: (i) damage, destruction or loss of any property (including but not limited to Follett's property); or (ii) injury to or death of any person (including but not limited to any employee of Follett); which results from or arises out of negligent or willful acts or omissions of School, its officers, agents or employees, in the performance of this Agreement.

13. Independent Contractor Status. The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary or other relationship is created. Neither party may order any goods nor services, incur any indebtedness, or enter into any obligation or commitment on the other party's behalf.

14. Nonassignability. Neither party may assign or sublet this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement in its entirety to an affiliate that controls, is controlled by or is under common control with such party. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended.

15. ***Notice.*** Notices required or permitted by this Agreement shall be deemed given when received if sent by recognized overnight courier or first class mail, postage prepaid, to the following address, or such other address as the party may specify by notice:

To School:	To Follett:
_____	Thomas A. Christopher
_____	President
_____	Follett Higher Education Group
_____	1818 Swift Drive
_____	Oak Brook, Illinois 60523
With copy to:	With copy to:
_____	Follett Corporation
_____	2233 West Street
_____	River Grove, Illinois 60171
_____	Attn: General Counsel

16. ***Severability.*** If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either party hereto, or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement.

17. ***Integrated Agreement.*** This Agreement: (i) is the sole expression of the understanding of the parties with respect to operation of the Store, (ii) supersedes all prior statements and agreements with respect thereto, and (iii) may not be modified, amended or waived except in writing signed by an authorized representative of the party against whom such modification, amendment or waiver is sought to be enforced.

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

FOLLETT HIGHER EDUCATION GROUP, INC.	**SCHOOL**
By:_____	By:_____
Thomas A. Christopher	Name:
President	Title:

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

6. Disposal of Personal Property

   b. Sale of Services

      The sale of any services or rights (broadcast or other) of any institution, school or agency requires prior approval of the Board when it is reasonably expected that the proceeds of such action may exceed two hundred fifty thousand dollars ($250,000). Any sale of such services or rights must be conducted via an open bidding process or other means that maximizes the returns in revenues, assets, or benefits to the institution, school or agency.

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SUBJECT

First Reading to update Board policy on the Establishment of Tuition and Fees.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.
Sections 33-3717 & 33-3717A, Idaho Code

BACKGROUND

Subsequent to the passage of House Bill 231 (2005) that allowed Boise State University, Idaho State University and Lewis-Clark State College to charge tuition to support any and all educational costs for these institutions, Board policy on the Establishment of Tuition and Fees (V.R) was revised in June 2005.

Over the past year, Board and institutional staffs, including the chief financial officers and the chief academic officers, have reviewed and discussed the Board's policies on tuition and fees. These reviews have resulted in recommendations to revise the policy to better define tuition and fees and to propose additions to update the policies set forth in this section.

The proposed policy revision was presented and discussed with the Board at the April 2006 Board meeting. The Board directed staffs to revise some of the provisions to ensure that the policy is consistent with current practice related to the tuition and fees that the Board currently approves.

DISCUSSION

Idaho State Board of Education Governing Policies and Procedures, Section V.R. was updated in June 2005 to include tuition in the definition of tuition and fees. Further revisions are proposed to the tuition and fees approved by the Board, including:

1. revise the order of the policy to present the policy and tuition and fee setting process at the beginning of the policy statement.
2. change the name of the part-time education fee to the part-time credit hour fee and to eliminate the summer school fee since it is defined as a part-time credit hour fee;
3. move the course overload fee to the local fees section since it is currently a fee that is approved by the chief executive officer of an institution.

Other proposed revisions are intended to update and modernize local fees and charges as defined by Board policy, including the process for the approval of the facility, activity and technology fees. The most significant revisions proposed are as follows:

1. define a new section entitled "Institutional Local Fees-Approved by the Board." The purpose of this section is to more clearly define the fees that are approved by the Board, yet retained in institutional local accounts. The last section is for local fees and charges approved by the chief executive officer and retained by the institutions.

2. redefine the professional fee to establish specific criteria that must be met in order to charge a professional fee for a Board approved program and move this fee to the local fees section of the policy.
3. establish and define the self-support certificate and program fee.

These proposed changes allow the institutions to create high demand programs and allow for the flexibility to provide sufficient financial support for these programs.

IMPACT

These proposed changes are intended to better define tuition and fees and to propose additions to modernize the policies set forth in this section. Changes to the current Board policy on professional fees serves to broaden an institution's ability to assess a professional fee for a Board-approved professional program.

The proposed additions require that specific criteria be met in order to qualify as a professional program for which a fee can be assessed. The proposed addition of a self-support certificate and program fee serves to delineate the difference between a professional program and self-support program and specifically allows the institutions to assess fees to support these programs, after the program is approved by the Board.

Once this policy statement is approved for final reading, it provides the basis for further discussions to update tuition and fee practices. For example, the ongoing discussion full-time tuition plateau, differential fees and fee waiver policies for employee and family members to enhance recruitment of faculty and staff, to name a few.

ATTACHMENTS

Attachment 1-Policy Working Version Page 3
Attachment 2-Policy Changes Matrix Page 9

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed this amendment to policy, and notes that Boise State University, on behalf of the Financial Vice-President's group, prepared the cover sheet and policy revisions for Board consideration.

Staff recommends approval of first reading.

BOARD ACTION

A motion to approve for first reading revisions to the Idaho State Board of Education Governing Policies and Procedures, Sections V.R.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

1st Reading – Working Version **ATTACHMENT 1**

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: R. Establishment of Tuition and Fees June 2006

R. Establishment of Tuition and Fees

1. Board Policy on Student Tuition and Fees

   Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

   a. Initial Notice

      A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

      Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

      The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

   b. Board Approval

      Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

a. General and Professional-Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited as required by Section V, Subsection Q.

(1) Tuition – University of Idaho

Tuition is defined as the fee charged for the cost of instruction at the University of Idaho. The cost of instruction shall not include those costs associated with the construction, maintenance, and operation of buildings and facilities, student services; or institutional support, which are complementary to, but not a part of, the instructional program. Tuition may be charged only to nonresident students enrolled in the University of Idaho, or to resident students enrolled in the University of Idaho who are in a professional program, college, school, or department approved by the State Board of Education and the Board of Regents of the University of Idaho; who are taking extra studies; or who are part-time students at the institutions.

(2) Matriculation Fee – University of Idaho

Matriculation fee is defined as the fee charged at the University of Idaho for all educational costs other than the cost of instruction, including, but not limited to, costs associated with the construction, maintenance, and operation of buildings and facilities, student services, and institutional support.

(3) Tuition – Boise State University, Idaho State University, Lewis-Clark State College

Tuition is defined as the fee charged for any and all educational costs at Boise State University, Idaho State University, and Lewis Clark State College. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

(4) Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

(5) Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

(6) Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

(7) Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of the tuition fee, matriculation fee, facility fee, and activity fee.

(8) Employee/Spouse Fee

The fee for eligible participants shall be a registration fee of twenty dollars ($20.00) plus five dollars ($5.00) per credit hour. Eligibility shall be determined by each institution. Employees at institutions, agencies and the school under the jurisdiction of the Board may be eligible for this fee. Special course fees may also be charged.

(9) Senior Citizen Fee

The fee for Idaho residents who are 60 years of age or older shall be a registration fee of twenty dollars ($20.00) plus five dollars ($5.00) per credit hour. This fee is for courses on a space available basis only. Special course fees may also be charged.

(10) In-Service Teacher Education Fee

The fee shall be one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses. The following guidelines will determine if a course or individual qualifies for this special fee.

(a) The student must be an Idaho public school teacher or other professional employee of an Idaho school district.

(b) The costs of instruction are paid by an entity other than an institution.

(c) The course must be approved by the appropriate academic unit(s) at the institution.

(d) The credit awarded is for professional development and cannot be applied towards a degree program.

(11)Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcripting the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be $10.00 per credit.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

(1) Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

(2) Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

(3) Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations.

(4) Professional Fees

To designate a professional fee for a Board approved program, *all* of the following criteria must be met:

(a) Credentialing Requirement:

1) A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.

2) The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

(b) Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

(c) Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

(5) Self-Support Certificate and Program Fees

Self-support certificates and programs are a defined set of specialized courses that must all be successfully completed in order to earn the certificate. Institutions may offer self-support certificates and programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. Institutions will establish such fees on an individual program basis according to anticipated expenditures. Self-support certificate and program fees are retained by the institution.

(6) Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

(7) Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts and shall only be expended for the purposes for which they were collected.

(1) Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

(2) Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution.

(3) Special Course Fees or Assessments

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

Proposed Board Policy on Student Fees

			Approved By		Budgeted	
			Board	CEO	Gen Ed Approp	Local Accts
1	Tuition & Fees	Institutions	Sect V.R.3.a.	Sect V.R.1.b.	Sect V.Q.1.	
2	**Board Approved Fees - V.R.3.a.**					
3	(1)(3) Tuition					
4	Resident					
5	Full-time	BS/IS/LC/ET	X		X	
6	Part-time	BS/IS/LC/ET	X		X	
7	Nonresident					
8	Full-time	UI/BS/IS/LC/ET	X		X	
9	Part-time	UI/BS/IS/LC/ET	X		X	
10	(2) Matriculation Fee					
11	Resident					
12	Full-time	UI	X		X	
13	(4) Prof-Tech Education Fee					
14	Resident					
15	Full-time	EITC	X		X	
16	Part-time	EITC	X		X	
17	(5) Part-time Cr Hr Fee					
18	Resident					
19	Part-time	UI	X		X	
20	(6) Graduate Fee	UI/BS/IS	X		X	
21	(7) WUE Fee	UI/BS/IS/LC	X		X	
22	(8) Employee/Spouse Fee	UI/BS/IS/LC/ET	X		X	
23	(9) Senior Citizen Fee	UI/BS/IS/LC/ET	X		X	
24	(10) In-Service Fee	UI/BS/IS/LC	X		X	
25	(11) Workforce Training	UI/BS/IS/LC/ET	X		X	
26	WICHE Fee	Board Office?			X	
27	Fed Morrill Act Funds	UI			X	
28	**Board Approved Fees - V.R.3.b.**					
29	(1) Facilities Fee	UI/BS/IS/LC/ET	X			X
30	(2) Activity Fee	UI/BS/IS/LC/ET	X			X
31	(3) Technology Fee	UI/BS/IS/LC/ET	X			X
32	(4) Professional Fee	UI/BS/IS/LC/ET	X			X
33	(5) Self-Support Program Fee	UI/BS/IS/LC/ET	X			X
34	(6) Grants & Contracts		a			X
35	(7) Health Ins/Room/Board rates	UI/BS/IS/LC/ET	X			X
36	**CEO Approved Fees - V.R.3.c.**					
37	(1) Continuing Education	UI/BS/IS/LC/ET		X		X
39	(2) Course Overload Fee	UI/BS/IS/LC/ET		X		X
40	(3) Special Course Fee	UI/BS/IS/LC/ET		X		X

41 a The Board approves grants & contracts, which includes proposed fees.

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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

IDAHO STATUTES
TITLE 33
EDUCATION
CHAPTER 37
MISCELLANEOUS PROVISIONS RELATING TO STATE INSTITUTIONS OF LEARNING

33-3717. FEES AT THE UNIVERSITY OF IDAHO. (1) The state board of education and the board of regents of the university of Idaho may prescribe fees, but not tuition, for all full-time, resident students enrolled in the university of Idaho.

(2) The state board of education and the board of regents of the university of Idaho may prescribe tuition for:

(a) Nonresident students enrolled in the university of Idaho; or

(b) Resident students enrolled in the university of Idaho who are:

(i) In a professional program, college, school or department approved by the state board of education and the board of regents of the university of Idaho;

(ii) Taking extra studies; or

(iii) Part-time students at the institution.

(3) For purposes of this section, tuition shall be defined as payment for the cost of instruction.

(4) Fees which may be prescribed under this section include matriculation fees, defined as the fees charged to students for all educational costs other than the cost of instruction including, but not limited to, costs associated with the construction, maintenance and operation of buildings and facilities, student services, and institutional support, which are complementary to, but not a part of, the instructional program. The state board of education and the board of regents of the university of Idaho also may prescribe fees for all students for any additional charges, other than payment for the cost of instruction, that are necessary for the proper operation of the institution.

(5) A resident student is a student who meets the residency requirements imposed by section 33-3717B, Idaho Code.

(6) Nothing contained in this section shall prevent the state board of education and the board of regents of the university of Idaho from waiving fees or tuition to be paid by nonresident students, as defined in section 33-3717C, Idaho Code, who are enrolled in the university of Idaho.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY – continued

IDAHO STATUTES
TITLE 33
EDUCATION
CHAPTER 37
MISCELLANEOUS PROVISIONS RELATING TO STATE INSTITUTIONS OF LEARNING

33-3717A. FEES AT STATE COLLEGES AND UNIVERSITIES OTHER THAN THE UNIVERSITY OF IDAHO.

(1) The state board of education may prescribe fees, including tuition fees, for resident and nonresident students enrolled in all state colleges and universities other than the university of Idaho. For purposes of this section, said fees, including tuition fees, may be used for any and all educational costs at the state colleges and universities including, but not limited to, costs associated with:

(a) Academic services;
(b) Instruction;
(c) The construction, maintenance and operation of buildings and facilities;
(d) Student services; or
(e) Institutional support.

The state board of education also may prescribe fees for all students for any additional charges that are necessary for the proper operation of each institution.

(2) A resident student is a student who meets the residency requirements imposed by section 33-3717B, Idaho Code.

(3) Nothing contained in this section shall prevent the state board of education from waiving fees, including tuition fees, to be paid by nonresident students, as defined in section 33-3717C, Idaho Code, who are enrolled in the state colleges and universities.

(4) Nothing contained in this section shall apply to community colleges now or hereafter established pursuant to chapter 21, title 33, Idaho Code, or to postsecondary professional-technical schools now or hereafter established and not connected to or a part of a state college or university.

SUBJECT

Reconsideration of allocation of state appropriation for community colleges.

REFERENCE

April 2005	Board allocated FY 06 appropriation
February 2006	Deferred to April Board meeting
April 2006	Board continued distribution of FY 07 appropriation based on percentages used in the FY 06 allocation

APPLICABLE STATUTE, RULE, OR POLICY

Senate Bill 1181 (2005)

BACKGROUND

Beginning with the fiscal year 2006 appropriation, the legislature directed the State Board of Education to develop an allocation process for distributing the annual appropriation for the two community colleges, North Idaho College (NIC) and College of Southern Idaho (CSI). Previous to that, presidents of the two community colleges had informally agreed to have the General Fund appropriation split 50% / 50%.

For FY 06, General Funds were split 50.8% to CSI and 49.2% to NIC based upon the proportion of academic full-time equivalent student enrollment.

Senior administrators at the CSI and NIC met numerous times to discuss the operational uniqueness of each institution and the populations and constituencies they serve. They also discussed enrollment, student course taking characteristics, student profiles, academic structure, administrative structure, personnel, infrastructure needs, campus size, campus operational costs, property tax, tuition and fees, Professional Technical Education appropriation, grants, workforce development and miscellaneous revenue funds.

The community college administrators agreed to a more formal process to be used in FY 07 and beyond. At the April 2006 Board meeting, the Board approved distributing the FY 07 appropriation using the same percentages used in the FY 06 allocation.

DISCUSSION

Senate Bill 1181, Section 2 (2005), directed the State Board of Education to develop an allocation formula to distribute the annual General Fund appropriation to CSI and NIC. The legislative intent language stated that allocation factors may be based on each institution's enrollment growth, academic structure, personnel and infrastructure needs, or other factors the State Board of Education deems appropriate.

Currently, CSI has a larger full-time academic equivalent count (student FTE) than NIC. Beginning with the FY 06 state appropriation, a process was begun to redistribute new state funds based upon enrollment. The resulting FY 06 appropriation was split 50.8% to CSI and 49.2% to NIC based largely on each college's Enrollment Workload Adjustment. This split is the starting point from which further FTE adjustments would be made under the revised allocation process.

The attached process is brought to the Board for approval for fiscal years 2007 and beyond. Following Board approval, the Presidents and Board Chairs of the two community colleges will sign the document.

IMPACT

The distribution process will allocate existing General Funds (the Base) based on each college's proportional share of future student FTE. Each year, an adjustment to the FTE allocation will be made to align the prior year split to the actual split with a cap of 1.5% per year. Additionally, all newly-appropriated funds for either Maintenance of Current Operations (MCO) and/or Line Items would be distributed to each college based upon appropriation request guidelines of the Idaho Division of Financial Management (DFM) and the Idaho State Board of Education.

Had the Board adopted the revised allocation process for FY 07, CSI would have received 52.3% of new state money and NIC would have received the remaining 47.7%. Consequently, Board approval of the allocation process starting in FY 07 would shift an additional $367,600 from NIC to CSI.

ATTACHMENTS

Attachment 1: State General Fund Distribution Process Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Staff has participated in several discussions with fiscal officers from the two institutions regarding the formulation of the proposal and although the proposal appears to be quite complex, only a few principles need to be highlighted:

- Maintenance of Current Operations (MCO) requests (personnel cost benefits, inflation, employee compensation, enrollment workload, occupancy, etc.) will be distributed to each institution as requested using Division of Financial Management (DFM) and State Board of Education (OSBE) guidelines. If the resulting appropriations are more or less than the request, each institution will receive its share based upon the proportion of the original request.

- MCO adjustments will be subtracted from the total General Fund appropriation for Community Colleges to arrive at the remaining funds available.

- The remaining General Funds will be allocated to each institution based upon the academic full time equivalent (FTE) students from the previous Fall term (with adjustments). Annual changes will not increase or decrease more than 1.5% from the FY 06 baseline of 50.8% for CSI and 49.2% for NIC, regardless of actual academic FTE enrollment. This protects either institution from experiencing a large funding shift in a single year that would cause significant problems.

- Amounts not allocated to an institution due to the 1.5% cap noted above will accrue to the benefit of that institution and may be redistributed when the FTE allocation and funding reaches equilibrium. Any redistributed amounts will be added to the previous year's balance distributed based on FTE but will not exceed $100,000 in any given year.

- The legislative appropriation process is assumed to continue unchanged for FY 08 and beyond. In the event of a substantial change in the legislative process, funding, organization, operation, sphere of influence or physical presence of the two existing community colleges or the addition of community colleges to the State of Idaho, this distribution process will be re-negotiated.

- It is believed that funding equilibrium (General Fund split same as academic FTE) could be achieved within the next three years.

BOARD ACTION

A motion to reconsider the action taken at the April 2006 Board meeting, which allocated the FY 2007 General Fund appropriation to the two community colleges.

NOTE: This motion must be made by a Board member who voted with the prevailing side at the April 2006 meeting.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND (if above motion is approved)

A motion to approve a process for distribution of the state General Fund appropriation among North Idaho College and the College of Southern Idaho starting in FY 2007, as outlined in Attachment 1, "College of Southern Idaho and North Idaho College: State General Fund Distribution Process" on pages 5-7.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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ATTACHMENT 1

College of Southern Idaho and North Idaho College
State General Fund Distribution Process
2005 Legislature - Senate Bill 1181

Whereas Senate Bill 1181 of the 2005 Legislative Session Section 2 states:

It is legislative intent that the State Board of Education develop an allocation formula which will be used to distribute the General Funds appropriated each year to North Idaho College and the College of Southern Idaho. Allocation factors may be based on each institution's enrollment growth, academic structure, personnel and infrastructure needs, or other factors the State Board of Education deems appropriate. The moneys appropriated in Section 1 of this act shall be allocated accordingly.

Whereas community colleges have elected Boards of Trustees who operate in accordance with Idaho Code 33-2107.

Whereas the split of past appropriations has ranged from 48 percent to 52 percent for North Idaho College and the FY 06 appropriation was split 50.8 percent to the College of Southern Idaho and 49.2 percent to North Idaho College.

Whereas the administrations of the College of Southern Idaho and North Idaho College have met and discussed the operational uniqueness of each institution and the populations and constituencies they serve.

Whereas issues including but not limited to enrollment, student course taking characteristics, student profiles, academic structure, administrative structure, personnel, infrastructure needs, campus size and campus operational costs were discussed as allocation factors.

Whereas issues including but not limited to the State academic appropriation, property tax, tuition and fees, Professional Technical Education appropriation, grants, workforce development and miscellaneous revenue funds were discussed as they relate to allocation factors.

Whereas it was agreed that the independence and uniqueness in the individual community colleges was an asset to the constituencies they serve.

Whereas community colleges in Idaho have enjoyed nearly forty years of success and over that period of time, State appropriations, if averaged based upon student full time equivalents, have resulted in equitable distributions to each community college.

Whereas the College of Southern Idaho is currently larger in academic full time equivalent students than North Idaho College.

Whereas a process was begun in redistribution of new funds based upon enrollment growth in the fiscal year 06 appropriation.

Whereas the College of Southern Idaho and North Idaho College have agree upon the distribution of new funds to the applicable institution based upon appropriation request guidelines of the Idaho Division of Financial Management and the Idaho State Board of Education and the redistribution of prior years funds for the distribution of the Fiscal Year 07 through Fiscal Year 10 State appropriations.

The following State of Idaho appropriation distribution process is hereby agreed upon:

1. Funds allocated in the FY 06 appropriation above the FY 06 base will be reallocated to each institution.
2. A process identical to the FY 06 appropriation process will be used to determine the distribution of funds above the FY 07 base. This will remain true for future years FY 08, FY 09 and FY 10.
3 Maintenance of Current Operations (MCO) items (Benefit changes, General Inflation, Change in Employee Compensation, Enrollment Workload Adjustment, Utility and all other non-standard adjustment items) will be allocated based upon the institutions' budget request per Idaho Division of Financial Management and State Board of Education guidelines. If the full MCO requests are not funded, the amounts approved will be proportionalized based upon requested amounts as was done in the FY 06 appropriation split process. Line items (formerly enhancements), such as Occupancy Costs, will be treated in the same manner as MCO.
4. The above adjustments will be allocated above the line and totaled for each institution and in total. This total amount will be subtracted from the total appropriation to arrive at the remaining funds available for distribution.
5. The remaining funds available for distribution shall be allocated based upon academic Full Time Equivalent students of the previous Fall term, net of drops and complete withdrawals at a specific date established in mid-October. Full Time Equivalent students are determined by taking academic credits for the Fall semester and dividing by 15. Lists of academic courses of students counted will be provided by each Instructional Vice President to the sister institution on the designated October date and eligible courses agreed upon.
6. The adjustments to bring funding based upon FTE can change no more than 1.5% in any given year.
7. Amounts that would have gone to the institution had the distribution been made strictly upon an FTE basis will be held in a Past Adjusted Revenue Account to be used against future years adjustments. In future years, when the full 1.5% adjustment is not needed, these Past Adjusted Revenue funds will be added to below the line calculations for the applicable institution on a one time basis.

The following year, the past adjusted amount will become part of the below the line funds to be allocated.

8. Past Adjusted Revenue amounts will not be eligible for the addition process until the FTE allocations actually reflect the FTE enrollment at NIC and CSI. Past Adjusted revenue will not be added to an institutions appropriation in excess of $100,000 in any given year.
9. After the FY 10 appropriation process is complete, the above distribution process will be reviewed, analyzed and/or renegotiated.
10. The legislative appropriation process is assumed to continue unchanged for FY 07 and beyond. A process identical to the FY 07 distribution process will be used to determine the distribution of funds above the FY 07 base. This will remain true for future years FY 08, FY 09 and FY 10. In the event of a substantial change in the legislative process, funding, organization, operation, sphere of influence or physical presence of the two existing community colleges or the addition of community colleges to the State of Idaho, this distribution process will be re-negotiated.

Agreement to the terms and conditions listed above are evidenced by the signatures below:

_____ _____
Gerald L. Beck, President — Date
College of Southern Idaho

_____ _____
Dr. Michael L. Burke, President — Date
North Idaho College

_____ _____
LeRoy Craig, Chairman — Date
College of Southern Idaho Board of Trustees

_____ _____
Rolly Williams, Chairman — Date
North Idaho College Board of Trustees

_____ _____
Laird Stone, President — Date
Idaho State Board of Education

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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

]]]] LEGISLATURE OF THE STATE OF IDAHO]]]]
Fifty-eighth Legislature First Regular Session - 2005
IN THE SENATE
SENATE BILL NO. 1181
BY FINANCE COMMITTEE

1 AN ACT
2 APPROPRIATING MONEYS FOR COMMUNITY COLLEGE SUPPORT FOR FISCAL YEAR 2006; AND
3 EXPRESSING LEGISLATIVE INTENT IN REGARD TO ALLOCATION OF GENERAL FUNDS.
4 Be It Enacted by the Legislature of the State of Idaho:
5 SECTION 1. There is hereby appropriated to the State Board of Education
6 for Community College Support the following amount to be expended according to
7 the designated expense class from the listed funds for the period July 1,
8 2005, through June 30, 2006:
9 FOR:
10 Trustee and Benefit Payments $20,823,900
11 FROM:
12 General Fund $20,523,900
13 Community College Fund **300,000**
14 TOTAL $20,823,900
15 SECTION 2. It is legislative intent that the State Board of Education
16 develop an allocation formula which will be used to distribute the General
17 Funds appropriated each year to North Idaho College and the College of South-
18 ern Idaho. Allocation factors may be based on each institution's enrollment
19 growth, academic structure, personnel and infrastructure needs, or other fac-
20 tors the State Board of Education deems appropriate. The moneys appropriated
21 in Section 1 of this act shall be allocated accordingly.

Statement of Purpose

RS14316

This bill is the FY 2006 appropriation for the state's two community colleges, North Idaho College and College of Southern Idaho. The funding level continues basic services, with an enrollment workload adjustment, but provides no program expansions. Overall the General Fund increase is 3.9%.

Fiscal Note

	FTP	Gen	Ded	Fed	Total
FY 2005 Original Appropriation	**0.00**	**19,755,400**	**300,000**	**0**	**20,055,400**
HB 805 One-time 1% Salary Increase	0.00	130,100	2,100	0	132,200
FY 2005 Total Appropriation	**0.00**	**19,885,500**	**302,100**	**0**	**20,187,600**
Non-Cognizable Funds and Transfers	0.00	0	0	0	0
FY 2005 Estimated Expenditures	**0.00**	**19,885,500**	**302,100**	**0**	**20,187,600**
Removal of One-Time Expenditures	0.00	(130,100)	(2,100)	0	(132,200)
FY 2006 Base	**0.00**	**19,755,400**	**300,000**	**0**	**20,055,400**
Benefit Costs	0.00	178,500	0	0	178,500
Inflationary Adjustments	0.00	0	0	0	0
Nonstandard Adjustments	0.00	590,000	0	0	590,000
Change in Employee Compensation	0.00	0	0	0	0
Fund Shifts	0.00	0	0	0	0
FY 2006 Program Maintenance	**0.00**	**20,523,900**	**300,000**	**0**	**20,823,900**
Enhancements					
Community Colleges					
1. Unfunded Enrollment Workload Adj.	0.00	0	0	0	0
Lump Sum or Other Adjustments	0.00	0	0	0	0
FY 2006 Total	**0.00**	**20,523,900**	**300,000**	**0**	**20,823,900**
Chg from FY 2005 Orig Approp	0.00	768,500	0	0	768,500
% Chg from FY 2005 Orig Approp.		3.9%	0.0%		3.8%

Section 2 of the bill directs the State Board of Education to develop a General Fund allocation formula for the two schools. The long-time practice has simply been to split the funds 50/50, but the two instituitions have simply outgrown that arrangement as an equitable allocation policy.

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY

SUBJECT

Idaho State University requests approval to enter into a contract for student health insurance coverage for FY2006-2007.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16 and Section V.R.3.b.

BACKGROUND

Idaho State University offers Student Health Insurance as a requirement for full fee paying students without adequate health insurance coverage. This is in compliance with SBOE policy. Students are automatically enrolled in the coverage unless they provide evidence of alternative coverage. The current contract with Academic HealthPlans requires annual negotiation.

DISCUSSION

Idaho State University is dedicated to providing an affordable student health insurance that will protect students against financial impact of illness or injuries while they are pursuing their educational goals. ISU currently contracts with Academic HealthPlans with the plan underwritten by ACE American Insurance. ACE is rated a+ (superior) by A.M. Best. Academic HealthPlans specializes in student health insurance. ISU continues to search for ways to control rising premiums while at the same time providing adequate health insurance.

The 2006/2007 student health insurance proposed plan offers the same benefits as the plan in place for the 2005/2006 academic year, with coverage up to $50,000 maximum per injury or sickness.

	2005/2006 Premiums	2006/2007 Premiums
Student Annual	$780	$930
Spouse Annual	$3,284	$3,284
Children Annual	$1,404	$1,404
Session Rate	$160/Session	$191/Session

The student health insurance plan will offer optional catastrophic coverage up to $100,000 maximum, at a rate which is still being negotiated.

INSTITUTION / AGENCY AGENDA
IDAHO STATE UNIVERSITY - continued

FISCAL IMPACT

The student health insurance contract does not obligate the University for payment to the contractor. ISU has negotiated with Academic HealthPlans at a student rate of $465/semester for the 2006/2007 academic year. The rate is a 19% increase with medical inflation rate of 14% for traditional indemnity insurance plans and utilization of benefits/large claims of 5%. Enrollment in ISU student health insurance has dropped approximately 4.5% when comparing Spring 2005 to Spring 2006.

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed student health insurance rates.

BOARD ACTION

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

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

P. Students

The following policies and procedures are applicable to or for any person designated as a student at an institution under governance of the Board. A "student" means any person duly admitted and regularly enrolled at an institution under governance of the Board as an undergraduate, graduate, or professional student, on a full-time or part-time basis, or who is admitted as a nonmatriculated student on or off an institutional campus.

16. Student Health Insurance (Effective July 1, 2003)

The Board's student health insurance policy is a minimum requirement. Each institution, at its discretion, may adopt policies and procedures more stringent than those provided herein.

a. Health Insurance Coverage Offered through the Institution
Each institution shall provide the opportunity for students to purchase health insurance. Institutions are encouraged to work together to provide the most cost effective coverage possible. Health insurance offered through the institution shall provide benefits in accordance with state and federal law.

b. Mandatory Student Health Insurance
Every full-fee paying student (as defined by each institution) attending classes in Idaho shall be covered by health insurance. Students shall purchase health insurance offered through the institution, or may instead, at the discretion of each institution, present evidence of health insurance coverage that is at least substantially equivalent to the health insurance coverage offered through the institution. Students without evidence of health insurance coverage shall be ineligible to enroll at the institution.

(1) Students presenting evidence of health insurance coverage not acquired through the institution shall provide at least the following information:
(a) Name of health insurance carrier
(b) Policy number
(c) Location of an employer, insurance company or agent who can verify coverage

(2) Each institution shall monitor and enforce student compliance with this policy.

(3) Each institution shall develop procedures that provide for termination of a student's registration if he or she is found to be out of compliance with this policy while enrolled at the institution. Each institution, at its discretion, may provide a student found to be out of compliance the opportunity to come into compliance before that student's registration is terminated, and may provide that a student be allowed to re-enroll upon meeting the conditions set forth herein, and any others as may be set forth by the institution.

8 **SECTION: V. FINANCIAL AFFAIRS**
Subsection: R. Establishment of Fees June 2005

R. Establishment of Fees

3. Fees Approved by the Chief Executive Officer of the Institution

   b. Student Health Insurance Premiums or Room and Board Rates

   Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the chief executive officer of the institution no later than three (3) months prior to the semester the change is to become effective. The chief executive officer shall report such changes to the Board at its June meeting.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

Report to the Board on the Student Health Insurance Plan (SHIP) Renewal for 2006-2007.

REFERENCE

June 2004	The Regents approved a renewal of the University of Idaho's contract with Mega Life and Health Insurance Company.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16 and Section V.R.3.b.

BACKGROUND

The University of Idaho has successfully negotiated a renewal of the contract (now in year three) with The Mega Life and Health Insurance Company. The existing contract with Mega Life began with the August 26, 2003 through August 22, 2004 contract year and provides for the University of Idaho to renew the contract for four (4) additional years.

DISCUSSION

The University continues to be in compliance with the health insurance policies adopted by the State Board of Education and the University. At the University of Idaho, all degree-seeking undergraduate or graduate students physically enrolled for classes or completing other required degree work within the State of Idaho, and enrolled in eight (8) credit hours at the UI Centers; or four (4) credit hours at the Moscow campus were required to carry health insurance as a condition of enrollment. The health insurance enrollment requirement for international students was continued regardless of degree-seeking status or credit hours.

The 2005-2006 academic year continued a successful transition for the Student Health Program on the Moscow campus. Delivery of primary care services was outsourced four years ago to Moscow Family Medicine, a local physicians group, and continues to be very successful. Significant improvements in scope of services, advances in technology (e.g., Student Health Services at the University of Idaho is one of the few student health programs in the nation to utilize an electronic medical records system), and student/dependent user satisfaction have been achieved during the first several years of the contract. The University of Idaho is providing outstanding services at a health fee cost well below our peer institutions as a result of this outsourcing arrangement. Savings have been achieved through increased provider productivity and the ability of Moscow Family Medicine to interface with the personal health insurance for

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

students who choose to waive participation in the University's student health insurance program.

We are now completing our third year with a psychiatrist on staff and find that utilization of his time is very high. He sees 8 to 12 patients daily and regularly consults with Moscow Family Medicine and UI Counseling and Testing Center Staff. It is worth noting that we are one of only a few universities of our size to employ a psychiatrist in the student health program.

The University of Idaho has successfully negotiated year four of our contract with The Mega Life and Health Insurance Company, pending approval of the State Board of Education. Features of this proposal include the following:

Although the monthly cost for the program is increasing from $86.33 to $99.33 (15%) we have been able to maintain a program that provides outstanding coverage, which students can rely on for their sole source of health insurance protection. Our program also complies with national standards for student health insurance benefits endorsed by the American College Health Association http://www.acha.org/info_resources/stu_health_ins.pdf.

- The University is working with its own claims administrator, AmeriBen/IEC Group, of Portland, Oregon and Boise, Idaho. This will be our second year with Ameriben/IEC Group. We feel that having our claims administrator in the same time zone will better serves our students when they need to contact the administrator during business hours.

- Our arrangement continues to include self-funding of a significant portion of the claims liability (e.g., prescription drug claims dispensed through our on-campus Student Health Pharmacy and our primary care funding arrangement with Moscow Family Medicine). Self-funding these services/benefits allows the University to provide a much more fiscally efficient program.

Relative to ACHA's standards, the University of Idaho's program continues to operate with no pre-existing condition exclusion. Our policy provides a lifetime maximum benefit of $1,000,000. Several important adjustments are being made to the program to encourage utilization of health care resources and to achieve appropriate balance between benefits provided and out-of-pocket costs for covered persons who utilize services:

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

— The in-network coinsurance remains at 80%, and the annual 100% payment threshold remains at $20,000.

— Pharmacy staff remains at 1.0 FTE. During the hours when Student Health Services is open and a pharmacist is on duty to provide services.

— Our statewide network of participating providers contracted to the UI SHIP program has now grown from 209 in May 2004 to over 500.

The changes for the student health program for the 2006-2007 academic year are being implemented, in large part, because of the success achieved over the past four years from the redesign of our student health program. Over 700 students transitioned off of their parental/personal health insurance coverage to join our student health insurance program in the fall of 2001. An additional 1,000 students became insured under our program for the fall of 2002 as a result of the SBOE's adoption of the health insurance requirement. Today, nearly 3,000 students obtain health insurance through the University of Idaho's program with an increase of 40% in the 18 to 21 age cohort.

Many parents and students continue to inform the University that our program provides an assurance of quality coverage at a cost that is increasingly favorable compared to the contributions required to maintain their employer-sponsored health insurance coverage. National reports indicate that student health insurance programs that provide high quality coverage are becoming increasingly valuable to students and parents because of the cost shifting that is occurring among employer-sponsored health insurance programs.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued

IMPACT

The following table illustrates the plan costs for 2006-2007:

Comprehensive Student Health Insurance Plan Semester Costs

Cost Components	Fall or Spring Semester Student-Only	Fall or Spring Semester Spouse	Fall or Spring Semester Per Child
Mega Life and Health Insurance Company			
Expected Claims (net of retro)	$368.00	$884.00	$543.00
Retrospective Reserve (held by UI)	$24.50	$59.00	$36.00
Retention	$97.50	$236.00	$145.00
Total Possible Premium	$490.00	$1179.00	$724.00
Moscow Family Medicine	$40.50	$127.00	$77.00
AmeriBen/IEC Group	$13.80	$0.00	$0.00
UI Benefits and Plan Expenses	$51.70	$55.00	$51.00
Total Cost of Coverage *	**$596.00**	**$1,361.00**	**$852.00**

*This cost figure is subject to change pending review of State Mandated Benefits.

Questions about University of Idaho Student Health Program may be referred to Dr. Hal Godwin at 208-885-2210 or by e-mail to hgodwin@sub.uidaho.edu.

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed student health insurance rates.

BOARD ACTION

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

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE

SUBJECT

Lewis-Clark State College requests Board approval to renew the Student Health Insurance Plan (SHIP) contract for 2006-2007.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16 and Section V.R.3.b.

BACKGROUND

Lewis-Clark State College entered into a contract for student health insurance with Renaissance Agencies, Inc., underwritten by Guarantee Trust Life Insurance Company, for FY2004. The Contract Period was for one (1) year with option to renew upon mutual agreement of the contracting parties for one (1) year intervals for a total of five (5) consecutive renewals. LCSC elected to renew coverage. For FY2005, the premium for full-time students was $365.00 per year. For FY2006, the guarantor was changed to Nationwide Life Insurance Company and the premium was $730.00 per year.

DISCUSSION

Effective for the Fall semester 2006, the premium for full-time students will increase to $1,114.00 per year, a 52.6% increase, with a maximum benefit increase from $15,000 to $50,000 per injury or sickness.

As required by Board policy, all Full Fee-Paying Students enrolled for eight (8) or more credit hours will automatically be covered under the College's SHIP. The premium will automatically be charged to all International Students, regardless of credit hours, and all full-fee paying Domestic Students each semester. Domestic Students with existing health insurance coverage will be exempted from participation in the SHIP offered by the College by completing and filing a waiver each academic semester and providing proof of comparable insurance as requested.

INSTITUTION / AGENCY AGENDA
LEWIS-CLARK STATE COLLEGE - continued

PREMIUM - $250 Deductible, $50,000 Maximum for Basic Benefits For all Eligible Students (SHIP includes Intercollegiate Athletic Injury Coverage – $2,500 max as a listed benefit)		
	Fall	Spring
Student Only	468.00	646.00
Student & Spouse	645.00	889.50
Student & Child(ren)	670.00	925.50
Student, Spouse & Child(ren)	1,314.00	1,814.50

Institute for Intensive English (8 week term)	
Institute for Intensive English Students (per 8-week term)	130.00

IMPACT

There is no impact to the College budget. Student health insurance premiums are paid by the students.

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed student health insurance rates.

BOARD ACTION

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

INSTITUTION/AGENCY AGENDA
COLLEGE AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY2007 Intercollegiate Athletics Operating Budget Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section III.T.4.

BACKGROUND

Board policy states "…the institutions (will) submit a budget plan for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office."

A common reporting format has been established for reporting intercollegiate athletic revenues and expenditures. Page 5 displays a four-part pie chart that shows FY07 revenue by fund source by institution, followed by the FY07 Board Limits on Allocation of Funds on page 6, and a two-part chart displaying selected athletic financial data on page 7.

Page 9 begins with worksheets for each institution displaying the following data:

- FY 06 Budgeted Expenditures (June 2006) – columns 1 & 2
- Latest FY 06 Estimate (May 2006) – columns 3 & 4
- Variance ($ and %) comparing the FY 06 Budget with the latest FY 06 estimate – columns 5 & 6
- FY 07 Operating Budget (June 2007) – columns 7 & 8
- Variance ($ & %) comparing the FY07 proposed Budget with the FY06 Estimate – columns 9 & 10

For each institution, revenue by source and expenditures by classification is reported, as is revenue and expenditures by general administration and sport. Actual results for the prior year, FY 05, are not shown as was done the previous year. The report has been modified to more closely replicate the NCAA Agreed-Upon Procedures report format, and the institutions were not able to modify the FY 05 results into the new format. This matter was introduced at the April 2006 Board meeting. The prior year results will reappear in next year's reports.

DISCUSSION

Board policy establishes limits on the amount of funds the institutions can allocate to athletics from General Account and institutional funds**.** The institutions are all within the established limits.

IMPACT

Provides the Board with a report on the financial status of intercollegiate athletics for the current fiscal year and provides the operating budget for FY 07.

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

ATTACHMENTS

FY07 Revenue by Source by Institution 5
FY07 Board Limits on Allocation of Funds 6
Student Fees, State and Institution Support % of Operating Revenues 7
Expenditures per Participant 7
FY06 Budget, Revised Estimates for FY06, and FY07 Operating Budgets:
Boise State University 9
Idaho State University 13
University of Idaho State Board of Education 17
Lewis Clark State College 21

STAFF COMMENTS

Pages 5 and 6 of this section, Revenue by Source by Institution and Board Limits are the same as in previous years' agendas. Note that all four institutions are budgeting General Education and Institutional funds for athletics within their limits. The next page of two charts displays non-program revenue as a percentage of total athletic revenue and expenditures per varsity participant.

See "Background", above, for a definition of the columnar information in each institution's report. Board staff draws your attention to the two shaded sections (first appeared in the June 2004 agenda): the first shaded area displays the difference and percentage change for each revenue and expense category between the initial (June 2006) budget for FY 06 and the latest estimate (May 2006); the second shaded area shows the difference and percentage between the latest FY 06 estimate (May 2006) and the proposed FY 07 budget.

According to our auditor and the NCAA, revenues included in Student Fees should include Student Activity Fees and Tuition. However, the institutions are unable to determine the amount of tuition used for Athletics and have chosen to instead report the general education and institutional limits for the revenues under State Support: Appropriated Funds – Limit and Institutional Support: Institutional, respectively. Therefore, the Student Fees revenue line only includes Student Activity Fees, and it cannot be determined if tuition fees are included in the revenue used for Athletics.

BOARD ACTION

A motion to accept the Intercollegiate Athletics Report as presented.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

T. Intercollegiate Athletics

4. Financial Reporting.

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The institutions will submit the following reports to the Board:

a. At the April Board meeting, the institutions shall submit a budget plan for the upcoming fiscal year beginning July 1. The plans shall detail the sources of revenue by category.

b. At the June Board meeting, the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office.

c. At the October Board meeting, institutions shall submit a statement of current funds, revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The number and amounts of nonresident tuition waivers and the fund balances as of June 30 of the report year should be included in the report. The general format of the report will be consistent with the format used in recent years. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The following fiscal year's financial information will be reported by each institution:

(1) Estimated revenues and expenditures for the current fiscal year.

(2) Actual revenues and expenditures for the fiscal year most recently completed.

(3) Proposed operating budget for the next budget year beginning July 1. This report, however, will be submitted to the Board at its June meeting with other institutional operating budgets.

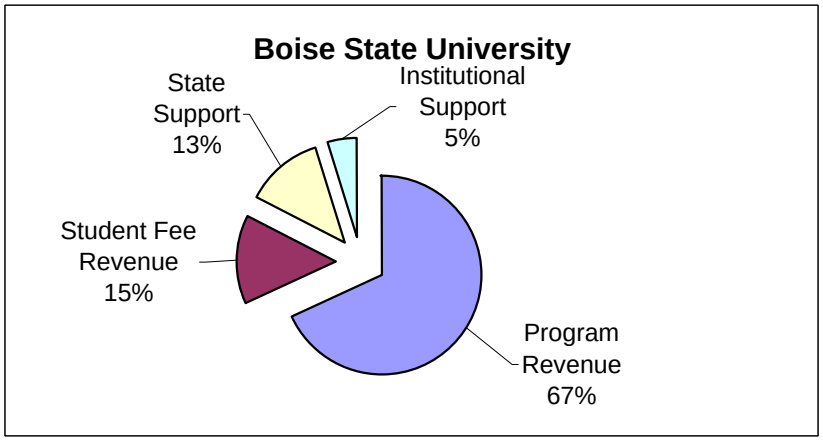
d. An annual report of estimated (for the current year) and actual (for the most recently completed year) revenues and expenditures of the institution's booster organization, requested for submission to the Board for information only.

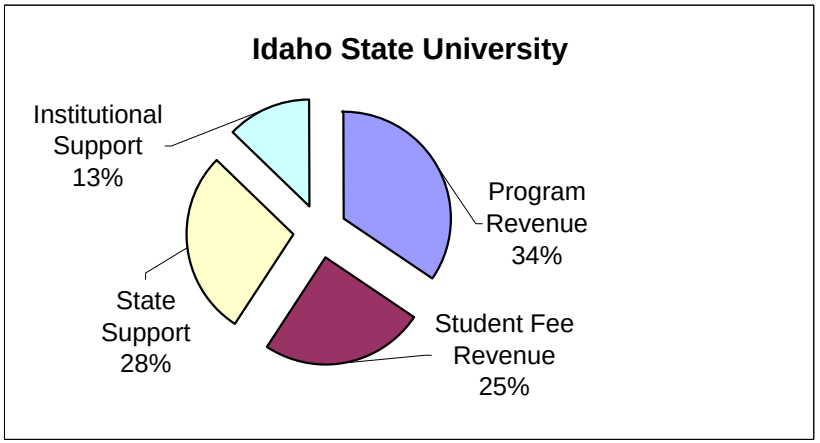
e. A general narrative paper explaining each institution's policy on grants-in-aid for men and women athletes (including nonresident tuition waivers), procedures for charging or allocating costs for facilities' use to athletic programs, and any allocations of personnel or operating expenses to or from the other departments or units of the institution.

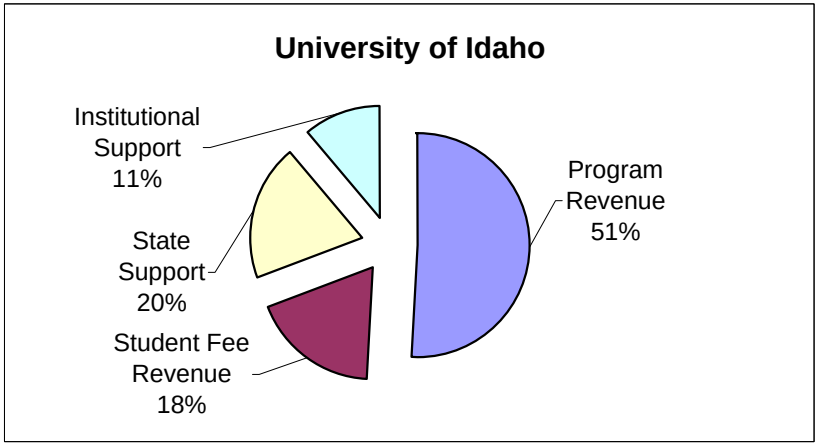
College & Universities

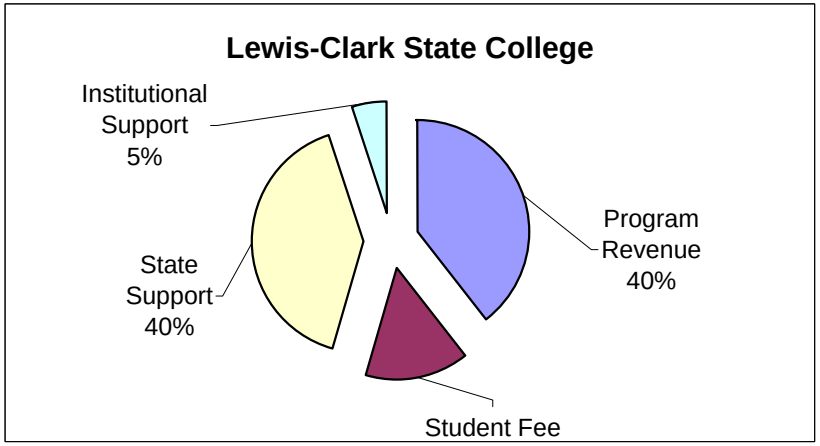
Intercollegiate Athletics

FY07 Revenue by Source by Institution





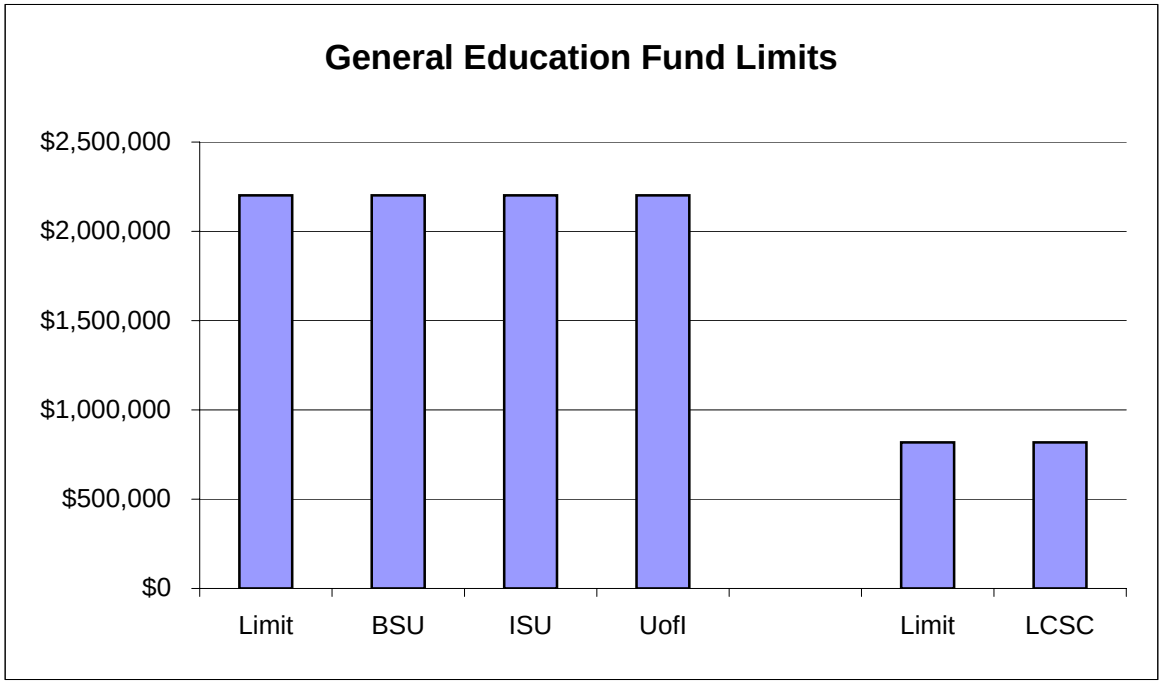


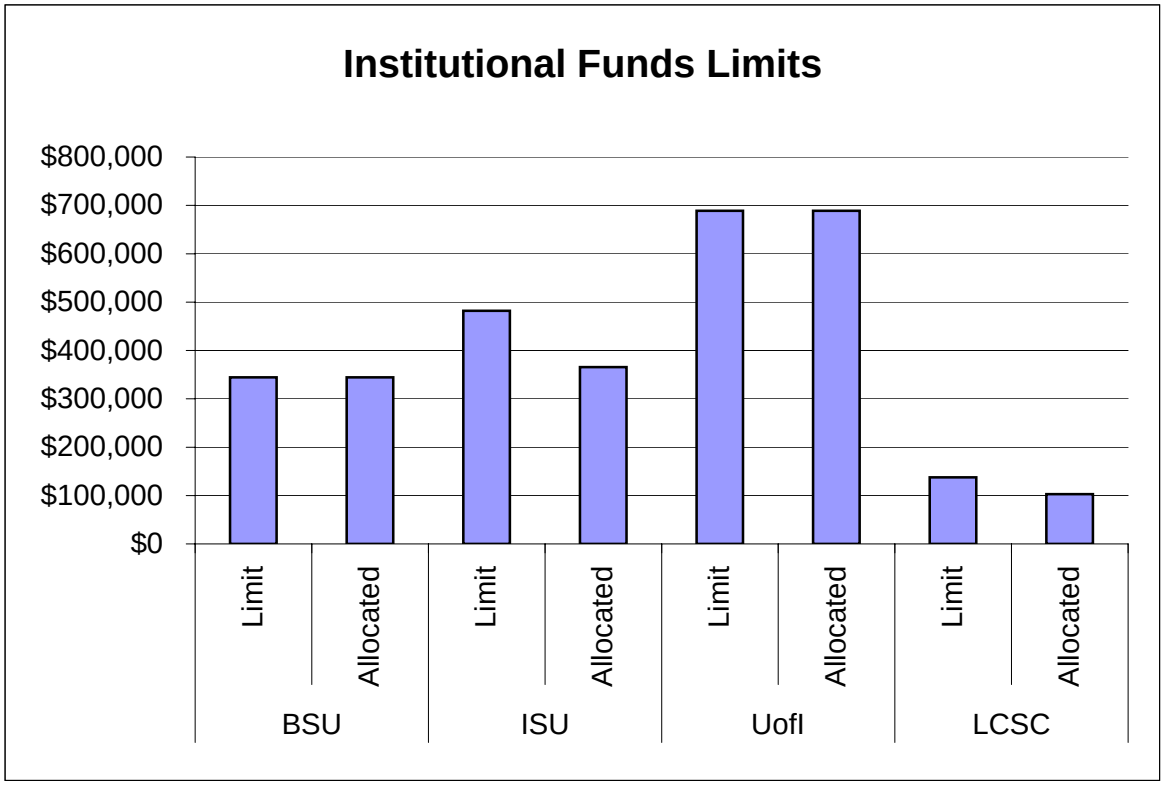


College & Universities

Intercollegiate Athletics

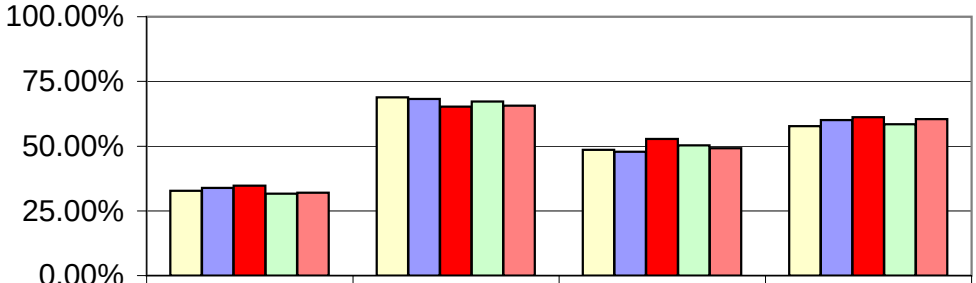
FY07 Board Limits on Allocation of Funds





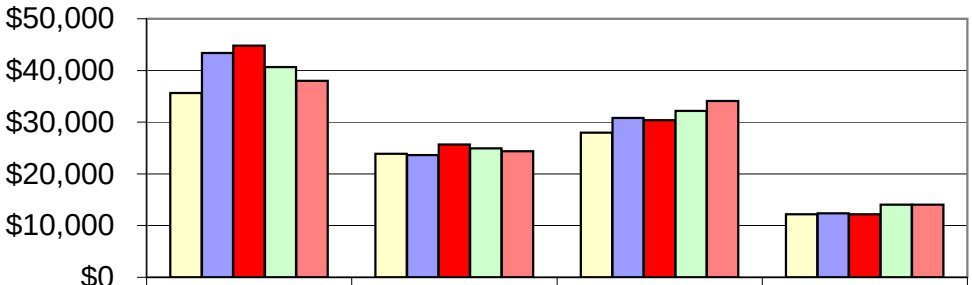
College & Universities
Intercollegiate Athletics

Student Fees and State and Institution Support as a % of Total Operating Revenues



	BSU	ISU	UI	LCSC
FY03 Act.	32.72%	68.82%	48.62%	57.74%
FY04 Act.	33.90%	68.27%	47.85%	60.07%
FY05 Bud.	34.73%	65.27%	52.80%	61.16%
FY06 Est.	31.65%	67.26%	50.25%	58.48%
FY07 Bud	32.03%	65.60%	49.14%	60.42%

Expenditures per Participant



	BSU	ISU	UI	LCSC
FY03 Act.	$35,669	$23,859	$27,997	$12,201
FY04 Act.	$43,355	$23,647	$30,796	$12,388
FY 05 Bud.	$44,777	$25,698	$30,413	$12,203
FY06 Est.	$40,678	$24,951	$32,184	$14,017
FY07 Bud	$37,978	$24,376	$34,111	$14,066

Note: FY 2005 Actuals not available due to change in report format under NCAA guidelin

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College & Universities
Intercollegiate Athletics Report
FY06 Budget, Revised Estimates for FY06, and FY07 Operating Budgets

Boise State University

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
1	**Revenue:**										
2	**Program Revenue:**										
3	Ticket Sales	3,398,694	20.15%	3,482,430	19.24%	83,736	2.46%	3,593,701	18.93%	111,271	3.20%
4	Guarantees	732,400	4.34%	732,400	4.05%	0	0.00%	300,000	1.58%	(432,400)	-59.04%
5	Contributions	2,010,832	11.92%	2,599,233	14.36%	588,401	29.26%	3,338,574	17.59%	739,341	28.44%
6	NCAA/Conference/Tournaments	1,209,945	7.17%	1,283,640	7.09%	73,695	6.09%	1,357,832	7.15%	74,192	5.78%
7	TV/Radio/Internet Rights	1,291	0.01%	1,291	0.01%	0	0.00%	41,609	0.22%	40,318	3123.01%
8	Program/Novelty Sales, Concessions, Parking	477,187	2.83%	534,987	2.96%	57,800	12.11%	598,317	3.15%	63,330	11.84%
9	Royalty, Advertisement, Sponsorship	1,600,350	9.49%	1,691,950	9.35%	91,600	5.72%	1,825,814	9.62%	133,864	7.91%
10	Endowment/Investment Income	310,000	1.84%	310,000	1.71%	0	0.00%	403,245	2.12%	93,245	30.08%
11	Other	315,692	1.87%	215,592	1.19%	(100,100)	-31.71%	236,315	1.24%	20,723	9.61%
12	Total Program Revenue	10,056,391	59.62%	10,851,523	59.96%	795,132	7.91%	11,695,407	61.61%	843,884	7.78%
13	**Non-Program Revenue:**										
14	NCAA/Bowl/World Series	26,600	0.16%	426,600	2.36%	400,000	1503.76%	26,600	0.14%	(400,000)	-93.76%
15	Student Fees	2,400,000	14.23%	2,400,000	13.26%	0	0.00%	2,510,052	13.22%	110,052	4.59%
16	Direct State/Govt Support	2,079,200	12.33%	2,079,200	11.49%	0	0.00%	2,201,200	11.59%	122,000	5.87%
17	Institutional Gender Equity	417,872	2.48%	417,872	2.31%	0	0.00%	467,872	2.46%	50,000	11.97%
18	Direct Institutional Support	325,400	1.93%	325,400	1.80%	0	0.00%	344,500	1.81%	19,100	5.87%
19	Subtotal State/Institutional Support	2,822,472	16.73%	2,822,472	15.59%	0	0.00%	3,013,572	15.87%	191,100	6.77%
20	Total Non-Program Revenue	5,249,072	31.12%	5,649,072	31.21%	400,000	7.62%	5,550,224	29.24%	(98,848)	-1.75%
21	Subtotal Operating Revenue	15,305,463	90.74%	16,500,595	91.17%	1,195,132	7.81%	17,245,631	90.84%	745,036	4.52%
22	**Non-Cash Revenue**										
23	Third Party Support	184,100	1.09%	184,100	1.02%	0	0.00%	184,100	0.97%	0	0.00%
24	Indirect Institutional Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25	Non-Cash Revenue	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
26	Non-resident Tuition Revenue	1,377,888	8.17%	1,414,672	7.82%	36,784	2.67%	1,554,490	8.19%	139,818	9.88%
27	Subtotal Non-Cash Revenue	1,561,988	9.26%	1,598,772	8.83%	36,784	2.35%	1,738,590	9.16%	139,818	8.75%
28	**Total Revenue:**	16,867,451	100.00%	18,099,367	100.00%	1,231,916	7.30%	18,984,221	100.00%	884,854	4.89%
29											

College & Universities
Intercollegiate Athletics Report
FY06 Budget, Revised Estimates for FY06, and FY07 Operating Budgets

Boise State University

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
30	**Expenditures**										
31	**Operating Expenditures:**										
32	Athletics Student Aid	2,559,621	14.91%	2,602,422	14.14%	42,801	1.67%	2,848,382	15.01%	245,960	9.45%
33	Guarantees	400,600	2.33%	400,600	2.18%	0	0.00%	435,600	2.29%	35,000	8.74%
34	Coaching Salary/Benefits - UI	3,789,078	22.07%	4,002,214	21.75%	213,136	5.63%	4,186,831	22.06%	184,617	4.61%
35	Admin Staff Salary/Benefits - UI	3,173,139	18.48%	3,524,455	19.16%	351,316	11.07%	3,407,943	17.95%	(116,512)	-3.31%
36	Severance Payments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37	Recruiting	286,095	1.67%	286,095	1.55%	0	0.00%	300,700	1.58%	14,605	5.10%
38	Team Travel	1,355,653	7.90%	1,429,653	7.77%	74,000	5.46%	1,488,722	7.84%	59,069	4.13%
39	Equipment, Uniforms and Supplies	623,654	3.63%	625,287	3.40%	1,633	0.26%	716,685	3.78%	91,398	14.62%
40	Game Expenses	432,187	2.52%	432,187	2.35%	0	0.00%	464,529	2.45%	32,342	7.48%
41	Fund Raising, Marketing, Promotion	278,080	1.62%	278,080	1.51%	0	0.00%	303,155	1.60%	25,075	9.02%
42	Direct Facilities/Maint/Rentals	822,609	4.79%	1,000,747	5.44%	178,138	21.66%	765,150	4.03%	(235,597)	-23.54%
43	Debt Service on Facilities	696,150	4.06%	639,410	3.48%	(56,740)	-8.15%	1,112,655	5.86%	473,245	74.01%
44	Spirit Groups	33,820	0.20%	43,820	0.24%	10,000	29.57%	61,465	0.32%	17,645	40.27%
45	Medical Expenses & Insurance	34,570	0.20%	36,420	0.20%	1,850	5.35%	42,140	0.22%	5,720	15.71%
46	Memberships & Dues	542,226	3.16%	502,501	2.73%	(39,725)	-7.33%	503,782	2.65%	1,281	0.25%
47	NCAA/Special Event/Bowls	26,589	0.15%	440,312	2.39%	413,723	1555.99%	25,204	0.13%	(415,108)	-94.28%
48	Other Operating Expenses	550,947	3.21%	555,947	3.02%	5,000	0.91%	578,987	3.05%	23,040	4.14%
49	Subtotal Operating Expenditures	15,605,018	90.90%	16,800,150	91.31%	1,195,132	97.01%	17,241,930	90.84%	441,780	75.96%
50	**Non-Cash Expenditures**										
51	3rd Party Coaches Compensation	184,100	1.07%	184,100	1.00%	0	0.00%	184,100	0.97%	0	0.00%
52	3rd Party Admin Staff Compensation	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
53	Indirect Facilities & Admin Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
54	Non-Cash Expense	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
55	Non-resident Tuition Expense	1,377,888	8.03%	1,414,672	7.69%	36,784	2.67%	1,554,490	8.19%	139,818	9.88%
56	Subtotal Non-Cash Expenditures	1,561,988	9.10%	1,598,772	8.69%	36,784	2.99%	1,738,590	9.16%	139,818	24.04%
57	**Total Expenditures:**	17,167,006	100.00%	18,398,922	100.00%	1,231,916	7.18%	18,980,520	100.00%	581,598	3.16%
58											
59	**Net Income/(deficit)**	(299,555)		(299,555)		0	0.00%	3,701		303,256	-101.24%
60											
61	**Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)**	98,874		98,874		0	0.00%	102,575		3,701	3.74%
62											
63	**Sport Camps & Clinics**										
64	Revenue	400,000		400,000		0	0.00%	400,000	2.11%	0	0.00%
65	Coach Compensation from Camp	150,000		162,995		12,995	8.66%	150,000	0.79%	(12,995)	-7.97%
66	Camp Expenses	250,000		237,005		(12,995)	-5.20%	250,000	1.32%	12,995	5.48%
67	Total Expenses	400,000		400,000		0	0.00%	400,000	2.11%	0	0.00%
68											
69	Net Income from Camps	0		0		0	0.00%	0		0	0.00%

College & Universities
Intercollegiate Athletics Report
FY06 Budget, Revised Estimates for FY06, and FY07 Operating Budgets

Boise State University

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		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
	Revenue by Program:										
1	**General Revenue:**										
2	Student Fees	2,400,000	15.68%	2,400,000	14.54%	0	0.00%	2,510,052	14.55%	110,052	4.59%
3	Contributions	2,010,832	13.14%	2,599,233	15.75%	588,401	29.26%	3,338,574	19.36%	739,341	28.44%
4	State Support	2,079,200	13.58%	2,079,200	12.60%	0	0.00%	2,201,200	12.76%	122,000	5.87%
5	Institutional Gender Equity	417,872	2.73%	417,872	2.53%	0	0.00%	467,872	2.71%	50,000	11.97%
6	Institutional Support	325,400	2.13%	325,400	1.97%	0	0.00%	344,500	2.00%	19,100	5.87%
7	NCAA/Conference	1,209,945	7.91%	1,283,640	7.78%	73,695	6.09%	1,357,832	7.87%	74,192	5.78%
8	TV/Radio/Internet	1,291	0.01%	1,291	0.01%	0	0.00%	41,609	0.24%	40,318	3123.01%
9	Concessions/program/etc.	477,187	3.12%	534,987	3.24%	57,800	12.11%	598,317	3.47%	63,330	11.84%
10	Advertising/sponsorship/Royalty	1,600,350	10.46%	1,691,950	10.25%	91,600	5.72%	1,825,814	10.59%	133,864	7.91%
11	Endowments	310,000	2.03%	310,000	1.88%	0	0.00%	403,245	2.34%	93,245	30.08%
12	NCAA/Bowl/World Series	26,600	0.17%	426,600	2.59%	400,000	1503.76%	26,600	0.15%	(400,000)	-93.76%
13	Other	315,692	2.06%	215,592	1.31%	(100,100)	-31.71%	236,315	1.37%	20,723	9.61%
14	Total General Revenue	11,174,369	73.01%	12,285,765	74.46%	1,111,396	9.95%	13,351,930	77.42%	1,066,165	8.68%
15	**Revenue By Sport:**										
16	**Men's Programs:**										
17	Football										
18	Ticket Sales	2,797,634	18.28%	2,928,055	17.75%	130,421	4.66%	3,054,512	17.71%	126,457	4.32%
19	Game Guarantees	721,400	4.71%	721,400	4.37%	0	0.00%	300,000	1.74%	(421,400)	-58.41%
20	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
21	Basketball		0.00%		0.00%		0.00%		0.00%		0.00%
22	Ticket Sales	580,960	3.80%	534,275	3.24%	(46,685)	-8.04%	510,230	2.96%	(24,045)	-4.50%
23	Game Guarantees	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
24	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25	Track & Field/Cross Country	759	0.00%	759	0.00%	0	0.00%	1,468	0.01%	709	93.41%
26	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
27	Baseball Ticket Sales	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
28	Wrestling	1,265	0.01%	1,265	0.01%	0	0.00%	2,446	0.01%	1,181	93.36%
29	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
30	Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
31	Total Men's Sport Revenue	4,102,018	26.80%	4,185,754	25.37%	83,736	2.04%	3,868,656	22.43%	(317,098)	-7.58%
32	**Women's Programs**										
33	Volleyball										
34	Ticket Sales	2,278	0.01%	2,278	0.01%	0	0.00%	4,403	0.03%	2,125	93.28%
35	Game Guarantees	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
36	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37	Basketball						0.00%				0.00%
38	Ticket Sales	11,665	0.08%	11,665	0.07%	0	0.00%	12,650	0.07%	985	8.44%
39	Game Guarantees	11,000	0.07%	11,000	0.07%	0	0.00%	0	0.00%	(11,000)	-100.00%
40	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
41	Track & Field/Cross Country	759	0.00%	759	0.00%	0	0.00%	1,468	0.01%	709	93.41%
42	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
43	Gymnastics	3,374	0.02%	3,374	0.02%	0	0.00%	6,524	0.04%	3,150	93.36%
44	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45	Soccer	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
46	Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
47	Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48	Swimming	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
49	Total Women's Sport Rev	29,076	0.19%	29,076	0.18%	0	0.00%	25,045	0.15%	(4,031)	-13.86%
50	**Total Revenue**	15,305,463	100.00%	16,500,595	100.00%	1,195,132	7.81%	17,245,631	100.00%	745,036	4.52%

College & Universities
Intercollegiate Athletics Report
FY06 Budget, Revised Estimates for FY06, and FY07 Operating Budgets

Boise State University

	(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
	FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
51 **Expenditures by Sport**										
52 **Administrative and General**										
53 Athletic Director Office	899,709	5.77%	1,186,999	7.07%	287,290	31.93%	1,047,200	6.07%	(139,799)	-11.78%
54 Fund Raising Office	569,265	3.65%	577,690	3.44%	8,425	1.48%	587,160	3.41%	9,470	1.64%
55 Academics Support	684,235	4.38%	704,536	4.19%	20,301	2.97%	687,478	3.99%	(17,058)	-2.42%
56 Media Relations	639,164	4.10%	639,164	3.80%	0	0.00%	333,381	1.93%	(305,783)	-47.84%
57 Marketing and Promotions	381,025	2.44%	393,725	2.34%	12,700	3.33%	387,401	2.25%	(6,324)	-1.61%
58 Ticket Office	278,273	1.78%	280,273	1.67%	2,000	0.72%	279,750	1.62%	(523)	-0.19%
59 Athletic Training Room	394,426	2.53%	394,426	2.35%	0	0.00%	410,311	2.38%	15,885	4.03%
60 Memberships and Dues	542,226	3.47%	502,501	2.99%	(39,725)	-7.33%	503,782	2.92%	1,281	0.25%
61 Facilities Mtn & Debt Service	1,714,218	10.99%	1,683,020	10.02%	(31,198)	-1.82%	2,320,246	13.46%	637,226	37.86%
62 Capital Improvements	315,600	2.02%	495,796	2.95%	180,196	57.10%	181,850	1.05%	(313,946)	-63.32%
63 NCAA/Special Event/Bowls	26,589	0.17%	440,312	2.62%	413,723	1555.99%	25,204	0.15%	(415,108)	-94.28%
64 Other Miscellaneous	1,337,238	8.57%	1,343,088	7.99%	5,850	0.44%	1,426,776	8.28%	83,688	6.23%
65 **Total Admin & General**	7,781,968	49.87%	8,641,530	51.44%	859,562	11.05%	8,190,539	47.50%	(450,991)	-5.22%
66										
67 **Men's Programs:**										
68 Football	3,386,080	21.70%	3,563,880	21.21%	177,800	5.25%	4,165,006	24.16%	601,126	16.87%
69 Basketball	854,954	5.48%	861,394	5.13%	6,440	0.75%	984,134	5.71%	122,740	14.25%
70 Track & Field/Cross Country	305,063	1.95%	336,573	2.00%	31,510	10.33%	331,654	1.92%	(4,919)	-1.46%
71 Tennis	209,575	1.34%	240,355	1.43%	30,780	14.69%	250,177	1.45%	9,822	4.09%
72 Baseball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
73 Wrestling	311,300	1.99%	336,300	2.00%	25,000	8.03%	331,814	1.92%	(4,486)	-1.33%
74 Golf	95,953	0.61%	93,983	0.56%	(1,970)	-2.05%	99,006	0.57%	5,023	5.34%
75 Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
76 Rodeo	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
77 **Total Men's Programs**	5,162,925	33.09%	5,432,485	32.34%	269,560	5.22%	6,161,791	35.74%	729,306	13.42%
78										
79 **Women's Programs**										
80 Volleyball	428,879	2.75%	428,879	2.55%	0	0.00%	453,245	2.63%	24,366	5.68%
81 Basketball	623,151	3.99%	651,041	3.88%	27,890	4.48%	663,311	3.85%	12,270	1.88%
82 Track & Field/Cross Country	355,056	2.28%	392,046	2.33%	36,990	10.42%	386,361	2.24%	(5,685)	-1.45%
83 Tennis	205,427	1.32%	206,557	1.23%	1,130	0.55%	219,281	1.27%	12,724	6.16%
84 Gymnastics	392,083	2.51%	392,083	2.33%	0	0.00%	398,175	2.31%	6,092	1.55%
85 Golf	143,222	0.92%	143,222	0.85%	0	0.00%	141,933	0.82%	(1,289)	-0.90%
86 Soccer	320,643	2.05%	320,643	1.91%	0	0.00%	360,284	2.09%	39,641	12.36%
87 Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
88 Skiing	191,664	1.23%	191,664	1.14%	0	0.00%	0	0.00%	96,959	50.59%
89 Swimming	0	0.00%	0	0.00%	0	0.00%	267,010	1.55%	267,010	100.00%
90 Rodeo/New Sport	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
91 **Total Women's Programs**	2,660,125	17.05%	2,726,135	16.23%	66,010	2.48%	2,889,600	16.76%	452,088	16.58%
92										
93 **Total Expenditures**	15,605,018	100.00%	16,800,150	100.00%	1,195,132	7.66%	17,241,930	100.00%	441,780	2.63%

College & Universities
Intercollegiate Athletics Report
FY06 Budget, Revised Estimates for FY06, and FY07 Operating Budgets

Idaho State University

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
1	**Revenue:**										
2	**Program Revenue:**										
3	Ticket Sales	370,952	5.09%	299,329	3.59%	(71,623)	-19.31%	446,000	4.95%	146,671	49.00%
4	Guarantees	271,000	3.72%	271,000	3.25%	0	0.00%	505,000	5.60%	234,000	86.35%
5	Contributions	600,000	8.24%	615,007	7.38%	15,007	2.50%	550,000	6.10%	(65,007)	-10.57%
6	NCAA/Conference/Tournaments	370,000	5.08%	399,787	4.80%	29,787	8.05%	405,000	4.49%	5,213	1.30%
7	TV/Radio/Internet Rights	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
8	Program/Novelty Sales, Concessions, Parking	17,000	0.23%	17,000	0.20%	0	0.00%	17,000	0.19%	0	0.00%
9	Royalty, Advertisement, Sponsorship	583,000	8.00%	605,000	7.26%	22,000	3.77%	685,000	7.60%	80,000	13.22%
10	Endowment/Investment Income	25,660	0.35%	25,660	0.31%	0	0.00%	24,370	0.27%	(1,290)	-5.03%
11	Other	0	0.00%	146,278	1.76%	146,278	100.00%	51,000	0.57%	(95,278)	-65.13%
12	Total Program Revenue	2,237,612	30.72%	2,379,061	28.56%	141,449	6.32%	2,683,370	29.76%	304,309	12.79%
13	**Non-Program Revenue:**										
14	NCAA/Bowl/World Series	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
15	Student Fees	1,932,143	26.53%	1,834,932	22.03%	(97,211)	-5.03%	1,924,129	21.34%	89,197	4.86%
16	Direct State/Govt Support	2,079,200	28.55%	2,079,200	24.96%	0	0.00%	2,201,200	24.41%	122,000	5.87%
17	Institutional Gender Equity	626,500	8.60%	626,500	7.52%	0	0.00%	626,500	6.95%	0	0.00%
18	Direct Institutional Support	347,700	4.77%	347,700	4.17%	0	0.00%	365,500	4.05%	17,800	5.12%
19	Subtotal State/Institutional Support	3,053,400	41.92%	3,053,400	36.65%	0	0.00%	3,193,200	35.41%	139,800	4.58%
20	Total Non-Program Revenue	4,985,543	68.45%	4,888,332	58.68%	(97,211)	-1.95%	5,117,329	56.75%	228,997	4.68%
21	Subtotal Operating Revenue	7,223,155	99.18%	7,267,393	87.23%	44,238	0.61%	7,800,699	86.50%	533,306	7.34%
22	**Non-Cash Revenue**										
23	Third Party Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
24	Indirect Institutional Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25	Non-Cash Revenue	60,000	0.82%	201,200	2.42%	141,200	235.33%	225,000	2.49%	23,800	11.83%
26	Non-resident Tuition Revenue	0	0.00%	862,400	10.35%	862,400	100.00%	992,400	11.00%	130,000	15.07%
27	Subtotal Non-Cash Revenue	60,000	0.82%	1,063,600	12.77%	1,003,600	1672.67%	1,217,400	13.50%	153,800	14.46%
28	**Total Revenue:**	7,283,155	100.00%	8,330,993	100.00%	1,047,838	14.39%	9,018,099	100.00%	687,106	8.25%
29											

College & Universities
Intercollegiate Athletics Report
FY06 Budget, Revised Estimates for FY06, and FY07 Operating Budgets

Idaho State University

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
30	**Expenditures**										
31	**Operating Expenditures:**										
32	Athletics Student Aid	1,639,128	23.70%	1,560,107	18.36%	(79,021)	-4.82%	1,730,925	19.19%	170,818	10.95%
33	Guarantees	44,500	0.64%	47,500	0.56%	3,000	6.74%	42,750	0.47%	(4,750)	-10.00%
34	Coaching Salary/Benefits - UI	1,619,369	23.41%	1,687,332	19.85%	67,963	4.20%	1,723,544	19.11%	36,212	2.15%
35	Admin Staff Salary/Benefits - UI	1,318,209	19.06%	1,345,418	15.83%	27,209	2.06%	1,489,976	16.52%	144,558	10.74%
36	Severance Payments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37	Recruiting	222,860	3.22%	270,285	3.18%	47,425	21.28%	225,810	2.50%	(44,475)	-16.45%
38	Team Travel	593,000	8.57%	730,029	8.59%	137,029	23.11%	915,822	10.16%	185,793	25.45%
39	Equipment, Uniforms and Supplies	293,386	4.24%	330,725	3.89%	37,339	12.73%	342,767	3.80%	12,042	3.64%
40	Game Expenses	213,400	3.09%	219,771	2.59%	6,371	2.99%	214,945	2.38%	(4,826)	-2.20%
41	Fund Raising, Marketing, Promotion	78,560	1.14%	198,825	2.34%	120,265	153.09%	161,360	1.79%	(37,465)	-18.84%
42	Direct Facilities/Maint/Rentals	102,300	1.48%	111,068	1.31%	8,768	8.57%	107,111	1.19%	(3,957)	-3.56%
43	Debt Service on Facilities	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44	Spirit Groups	110,183	1.59%	139,253	1.64%	29,070	26.38%	136,111	1.51%	(3,142)	-2.26%
45	Medical Expenses & Insurance	324,070	4.69%	324,500	3.82%	430	0.13%	325,010	3.60%	510	0.16%
46	Memberships & Dues	36,724	0.53%	45,373	0.53%	8,649	23.55%	46,335	0.51%	962	2.12%
47	NCAA/Special Event/Bowls	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48	Other Operating Expenses	321,166	4.64%	425,168	5.00%	104,002	32.38%	337,914	3.75%	(87,254)	-20.52%
49	Subtotal Operating Expenditures	6,916,855	100.00%	7,435,354	87.49%	518,499	32.77%	7,800,380	86.50%	365,026	70.36%
50	**Non-Cash Expenditures**										
51	3rd Party Coaches Compensation	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
52	3rd Party Admin Staff Compensation	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
53	Indirect Facilities & Admin Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
54	Non-Cash Expense	0	0.00%	201,200	2.37%	201,200	100.00%	225,000	2.50%	23,800	11.83%
55	Non-resident Tuition Expense	0	0.00%	862,400	10.15%	862,400	100.00%	992,400	11.00%	130,000	15.07%
56	Subtotal Non-Cash Expenditures	0	0.00%	1,063,600	12.51%	1,063,600	67.23%	1,217,400	13.50%	153,800	29.64%
57	**Total Expenditures:**	6,916,855	100.00%	8,498,954	100.00%	1,582,099	22.87%	9,017,780	100.00%	518,826	6.10%
58											
59	**Net Income/(deficit)**	366,300		(167,961)		(534,261)	-145.85%	319		168,280	-100.19%
60											
61	**Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)**	0		521,411		521,411	100.00%	521,730		319	0.06%
62											
63	**Sport Camps & Clinics**										
64	Revenue	160,000		119,532		(40,468)	-25.29%	130,000	1.44%	10,468	8.76%
65	Coach Compensation from Camp	70,000		72,279		2,279	3.26%	84,500	0.94%	12,221	16.91%
66	Camp Expenses	90,000		46,827		(43,173)	-47.97%	45,500	0.50%	(1,327)	-2.83%
67	Total Expenses	160,000		119,106		(40,894)	-25.56%	130,000	1.44%	10,894	9.15%
68											
69	Net Income from Camps	0		426		426	100.00%	0		(426)	-100.00%

Revised: Lines 41 & 48, June 13, 2006

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Idaho State University

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
	Revenue by Program:										
1	**General Revenue:**										
2	Student Fees	1,932,143	26.75%	1,834,932	25.25%	(97,211)	-5.03%	1,924,129	24.67%	89,197	4.86%
3	Contributions	600,000	8.31%	615,007	8.46%	15,007	2.50%	550,000	7.05%	(65,007)	-10.57%
4	State Support	2,079,200	28.79%	2,079,200	28.61%	0	0.00%	2,201,200	28.22%	122,000	5.87%
5	Institutional Gender Equity	626,500	8.67%	626,500	8.62%	0	0.00%	626,500	8.03%	0	0.00%
6	Institutional Support	347,700	4.81%	347,700	4.78%	0	0.00%	365,500	4.69%	17,800	5.12%
7	NCAA/Conference	370,000	5.12%	399,787	5.50%	29,787	8.05%	405,000	5.19%	5,213	1.30%
8	TV/Radio/Internet	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
9	Concessions/program/etc.	17,000	0.24%	17,000	0.23%	0	0.00%	17,000	0.22%	0	0.00%
10	Advertising/sponsorship/Royalty	583,000	8.07%	605,000	8.32%	22,000	3.77%	685,000	8.78%	80,000	13.22%
11	Endowments	25,660	0.36%	25,660	0.35%	0	0.00%	24,370	0.31%	(1,290)	-5.03%
12	NCAA/Bowl/World Series	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
13	Other	0	0.00%	146,278	2.01%	146,278	100.00%	51,000	0.65%	(95,278)	-65.13%
14	Total General Revenue	6,581,203	91.11%	6,697,064	92.15%	115,861	1.76%	6,849,699	87.81%	152,635	2.28%
15	**Revenue By Sport:**										
16	**Men's Programs:**										
17	Football										
18	Ticket Sales	204,762	2.83%	174,395	2.40%	(30,367)	-14.83%	225,000	2.88%	50,605	29.02%
19	Game Guarantees	200,000	2.77%	200,000	2.75%	0	0.00%	300,000	3.85%	100,000	50.00%
20	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
21	Basketball										
22	Ticket Sales	142,857	1.98%	95,527	1.31%	(47,330)	-33.13%	175,000	2.24%	79,473	83.19%
23	Game Guarantees	70,000	0.97%	70,000	0.96%	0	0.00%	205,000	2.63%	135,000	192.86%
24	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25	Track & Field/Cross Country	952	0.01%	1,000	0.01%	48	5.04%	1,000	0.01%	0	0.00%
26	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
27	Baseball Ticket Sales	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
28	Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
29	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
30	Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
31	Total Men's Sport Revenue	618,571	8.56%	540,922	7.44%	(77,649)	-12.55%	906,000	11.61%	365,078	67.49%
32	**Women's Programs**										
33	Volleyball										
34	Ticket Sales	2,857	0.04%	3,867	0.05%	1,010	35.35%	4,000	0.05%	133	3.44%
35	Game Guarantees	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
36	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37	Basketball						0.00%				0.00%
38	Ticket Sales	13,810	0.19%	20,562	0.28%	6,752	48.89%	25,000	0.32%	4,438	21.58%
39	Game Guarantees	1,000	0.01%	1,000	0.01%	0	0.00%	0	0.00%	(1,000)	-100.00%
40	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	10,000	0.13%	10,000	100.00%
41	Track & Field/Cross Country	952	0.01%	1,000	0.01%	48	5.04%	1,000	0.01%	0	0.00%
42	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
43	Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45	Soccer	4,762	0.07%	2,978	0.04%	(1,784)	-37.46%	5,000	0.06%	2,022	67.90%
46	Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
47	Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48	Swimming	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
49	Total Women's Sport Rev	23,381	0.32%	29,407	0.40%	6,026	25.77%	45,000	0.58%	15,593	53.02%
50	**Total Revenue**	7,223,155	100.00%	7,267,393	100.00%	44,238	0.61%	7,800,699	100.00%	533,306	7.34%

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Idaho State University

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		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
51	**Expenditures by Sport**										
52	**Administrative and General**										
53	Athletic Director Office	640,692	9.26%	705,333	9.49%	64,641	10.09%	782,413	10.03%	77,080	10.93%
54	Fund Raising Office	246,611	3.57%	265,529	3.57%	18,918	7.67%	246,236	3.16%	(19,293)	-7.27%
55	Academics Support	124,368	1.80%	162,745	2.19%	38,377	30.86%	230,986	2.96%	68,241	41.93%
56	Media Relations	156,759	2.27%	185,558	2.50%	28,799	18.37%	195,016	2.50%	9,458	5.10%
57	Marketing and Promotions	165,506	2.39%	280,829	3.78%	115,323	69.68%	266,292	3.41%	(14,537)	-5.18%
58	Ticket Office	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
59	Athletic Training Room	218,173	3.15%	220,208	2.96%	2,035	0.93%	218,793	2.80%	(1,415)	-0.64%
60	Memberships and Dues	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
61	Facilities Mtn & Debt Service	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
62	Capital Improvements	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
63	NCAA/Special Event/Bowls	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
64	Other Miscellaneous	688,845	9.96%	688,116	9.25%	(729)	-0.11%	691,503	8.86%	3,387	0.49%
65	**Total Admin & General**	2,240,954	32.40%	2,508,318	33.74%	267,364	11.93%	2,631,239	33.73%	122,921	4.90%
66											
67	**Men's Programs:**										
68	Football	1,606,507	23.23%	1,802,108	24.24%	195,601	12.18%	1,812,704	23.24%	10,596	0.59%
69	Basketball	579,642	8.38%	659,277	8.87%	79,635	13.74%	677,470	8.69%	18,193	2.76%
70	Track & Field/Cross Country	265,826	3.84%	270,966	3.64%	5,140	1.93%	306,179	3.93%	35,213	13.00%
71	Tennis	106,640	1.54%	108,876	1.46%	2,236	2.10%	111,907	1.43%	3,031	2.78%
72	Baseball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
73	Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
74	Golf	78,270	1.13%	88,059	1.18%	9,789	12.51%	90,004	1.15%	1,945	2.21%
75	Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
76	Rodeo	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
77	**Total Men's Programs**	2,636,885	38.12%	2,929,286	39.40%	292,401	11.09%	2,998,264	38.44%	68,978	2.35%
78											
79	**Women's Programs**										
80	Volleyball	352,524	5.10%	347,338	4.67%	(5,186)	-1.47%	360,576	4.62%	13,238	3.81%
81	Basketball	501,217	7.25%	557,946	7.50%	56,729	11.32%	585,124	7.50%	27,178	4.87%
82	Track & Field/Cross Country	321,566	4.65%	320,884	4.32%	(682)	-0.21%	361,460	4.63%	40,576	12.65%
83	Tennis	141,310	2.04%	140,179	1.89%	(1,131)	-0.80%	146,879	1.88%	6,700	4.78%
84	Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
85	Golf	108,144	1.56%	96,850	1.30%	(11,294)	-10.44%	121,962	1.56%	25,112	25.93%
86	Soccer	354,419	5.12%	386,059	5.19%	31,640	8.93%	335,650	4.30%	(50,409)	-13.06%
87	Softball	259,836	3.76%	148,494	2.00%	(111,342)	-42.85%	259,226	3.32%	110,732	74.57%
88	Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	96,959	100.00%
89	Swimming	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
90	Rodeo/New Sport	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
91	**Total Women's Programs**	2,039,016	29.48%	1,997,750	26.87%	(41,266)	-2.02%	2,170,877	27.83%	270,086	13.52%
92											
93	**Total Expenditures**	6,916,855	100.00%	7,435,354	100.00%	518,499	7.50%	7,800,380	100.00%	365,026	4.91%

College & Universities
Intercollegiate Athletics Report
FY06 Budget, Revised Estimates for FY06, and FY07 Operating Budgets

University of Idaho

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
1	**Revenue:**										
2	**Program Revenue:**										
3	Ticket Sales	208,500	1.67%	469,713	3.64%	261,213	125.28%	575,500	4.18%	105,787	22.52%
4	Guarantees	951,500	7.60%	951,500	7.38%	0	0.00%	1,200,000	8.71%	248,500	26.12%
5	Contributions	2,242,325	17.91%	1,914,625	14.84%	(327,700)	-14.61%	2,121,725	15.40%	207,100	10.82%
6	NCAA/Conference/Tournaments	928,889	7.42%	952,382	7.38%	23,493	2.53%	998,626	7.25%	46,244	4.86%
7	TV/Radio/Internet Rights	215,000	1.72%	65,000	0.50%	(150,000)	-69.77%	200,000	1.45%	135,000	207.69%
8	Program/Novelty Sales, Concessions, Parking	57,000	0.46%	57,866	0.45%	866	1.52%	42,000	0.30%	(15,866)	-27.42%
9	Royalty, Advertisement, Sponsorship	547,000	4.37%	529,117	4.10%	(17,883)	-3.27%	302,000	2.19%	(227,117)	-42.92%
10	Endowment/Investment Income	178,500	1.43%	186,144	1.44%	7,644	4.28%	178,500	1.30%	(7,644)	-4.11%
11	Other	22,000	0.18%	17,628	0.14%	(4,372)	-19.87%	29,000	0.21%	11,372	64.51%
12	Total Program Revenue	5,350,714	42.74%	5,143,975	39.88%	(206,739)	-3.86%	5,647,351	41.00%	503,376	9.79%
13	**Non-Program Revenue:**										
14	NCAA/Bowl/World Series	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
15	Student Fees	1,915,895	15.30%	1,897,380	14.71%	(18,515)	-0.97%	2,030,585	14.74%	133,205	7.02%
16	Direct State/Govt Support	2,079,200	16.61%	2,118,800	16.43%	39,600	1.90%	2,201,200	15.98%	82,400	3.89%
17	Institutional Gender Equity	508,060	4.06%	508,060	3.94%	0	0.00%	534,857	3.88%	26,797	5.27%
18	Direct Institutional Support	650,600	5.20%	672,300	5.21%	21,700	3.34%	688,800	5.00%	16,500	2.45%
19	Subtotal State/Institutional Support	3,237,860	25.87%	3,299,160	25.58%	61,300	1.89%	3,424,857	24.86%	125,697	3.81%
20	Total Non-Program Revenue	5,153,755	41.17%	5,196,540	40.29%	42,785	0.83%	5,455,442	39.61%	258,902	4.98%
21	Subtotal Operating Revenue	10,504,469	83.91%	10,340,515	80.16%	(163,954)	-1.56%	11,102,793	80.61%	762,278	7.37%
22	**Non-Cash Revenue**										
23	Third Party Support	188,000	1.50%	224,000	1.74%	36,000	19.15%	215,500	1.56%	(8,500)	-3.79%
24	Indirect Institutional Support	0	0.00%	391,580	3.04%	391,580	100.00%	391,580	2.84%	0	0.00%
25	Non-Cash Revenue	150,684	1.20%	342,950	2.66%	192,266	127.60%	364,410	2.65%	21,460	6.26%
26	Non-resident Tuition Revenue	1,675,000	13.38%	1,600,000	12.40%	(75,000)	-4.48%	1,700,000	12.34%	100,000	6.25%
27	Subtotal Non-Cash Revenue	2,013,684	16.09%	2,558,530	19.84%	544,846	27.06%	2,671,490	19.39%	112,960	4.42%
28	**Total Revenue:**	12,518,153	100.00%	12,899,045	100.00%	380,892	3.04%	13,774,283	100.00%	875,238	6.79%
29											

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Intercollegiate Athletics Report
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University of Idaho

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
30	**Expenditures**										
31	**Operating Expenditures:**										
32	Athletics Student Aid	2,293,445	18.34%	2,174,673	16.87%	(118,772)	-5.18%	2,480,889	18.03%	306,216	14.08%
33	Guarantees	8,700	0.07%	9,500	0.07%	800	9.20%	13,225	0.10%	3,725	39.21%
34	Coaching Salary/Benefits - UI	2,143,361	17.14%	2,153,305	16.71%	9,944	0.46%	2,174,419	15.81%	21,114	0.98%
35	Admin Staff Salary/Benefits - UI	1,785,980	14.28%	1,711,575	13.28%	(74,405)	-4.17%	1,777,956	12.92%	66,381	3.88%
36	Severance Payments	0	0.00%	75,225	0.58%	75,225	100.00%	148,127	1.08%	72,902	96.91%
37	Recruiting	252,005	2.02%	307,315	2.38%	55,310	21.95%	288,530	2.10%	(18,785)	-6.11%
38	Team Travel	1,133,249	9.06%	1,145,867	8.89%	12,618	1.11%	1,458,202	10.60%	312,335	27.26%
39	Equipment, Uniforms and Supplies	246,329	1.97%	289,579	2.25%	43,250	17.56%	327,162	2.38%	37,583	12.98%
40	Game Expenses	114,175	0.91%	106,830	0.83%	(7,345)	-6.43%	331,280	2.41%	224,450	210.10%
41	Fund Raising, Marketing, Promotion	231,125	1.85%	255,800	1.98%	24,675	10.68%	173,090	1.26%	(82,710)	-32.33%
42	Direct Facilities/Maint/Rentals	25,000	0.20%	27,000	0.21%	2,000	8.00%	29,000	0.21%	2,000	7.41%
43	Debt Service on Facilities	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44	Spirit Groups	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45	Medical Expenses & Insurance	191,300	1.53%	193,000	1.50%	1,700	0.89%	363,315	2.64%	170,315	88.25%
46	Memberships & Dues	692,083	5.54%	407,050	3.16%	(285,033)	-41.18%	408,850	2.97%	1,800	0.44%
47	NCAA/Special Event/Bowls	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48	Other Operating Expenses	1,372,494	10.98%	1,474,352	11.44%	101,858	7.42%	1,112,178	8.08%	(362,174)	-24.56%
49	Subtotal Operating Expenditures	10,489,246	83.89%	10,331,071	80.15%	(158,175)	-40.91%	11,086,223	80.58%	755,152	86.99%
50	**Non-Cash Expenditures**										
51	3rd Party Coaches Compensation	183,000	1.46%	217,000	1.68%	34,000	18.58%	208,000	1.51%	(9,000)	-4.15%
52	3rd Party Admin Staff Compensation	5,000	0.04%	7,000	0.05%	2,000	40.00%	7,500	0.05%	500	7.14%
53	Indirect Facilities & Admin Support	0	0.00%	391,580	3.04%	391,580	100.00%	391,580	2.85%	0	0.00%
54	Non-Cash Expense	150,684	1.21%	342,950	2.66%	192,266	127.60%	364,410	2.65%	21,460	6.26%
55	Non-resident Tuition Expense	1,675,000	13.40%	1,600,000	12.41%	(75,000)	-4.48%	1,700,000	12.36%	100,000	6.25%
56	Subtotal Non-Cash Expenditures	2,013,684	16.11%	2,558,530	19.85%	544,846	140.91%	2,671,490	19.42%	112,960	13.01%
57	**Total Expenditures:**	12,502,930	100.00%	12,889,601	100.00%	386,671	3.09%	13,757,713	100.00%	868,112	6.73%
58											
59	**Net Income/(deficit)**	15,223		9,444		(5,779)	-37.96%	16,570		7,126	75.46%
60											
61	**Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)**	255,396		249,618		(5,778)	-2.26%	263,741		14,123	5.66%
62											
63	**Sport Camps & Clinics**										
64	Revenue	304,250		304,250		0	0.00%	367,900	2.67%	63,650	20.92%
65	Coach Compensation from Camp	49,300		49,300		0	0.00%	80,493	0.59%	31,193	63.27%
66	Camp Expenses	252,721		252,721		0	0.00%	285,367	2.07%	32,646	12.92%
67	Total Expenses	302,021		302,021		0	0.00%	365,860	2.66%	63,839	21.14%
68											
69	Net Income from Camps	2,229		2,229		0	0.00%	2,040		(189)	-8.48%

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University of Idaho

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		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
	Revenue by Program:										
1	**General Revenue:**										
2	Student Fees	1,915,895	18.24%	1,897,380	18.35%	(18,515)	-0.97%	2,030,585	18.29%	133,205	7.02%
3	Contributions	2,242,325	21.35%	1,914,625	18.52%	(327,700)	-14.61%	2,121,725	19.11%	207,100	10.82%
4	State Support	2,079,200	19.79%	2,118,800	20.49%	39,600	1.90%	2,201,200	19.83%	82,400	3.89%
5	Institutional Gender Equity	508,060	4.84%	508,060	4.91%	0	0.00%	534,857	4.82%	26,797	5.27%
6	Institutional Support	650,600	6.19%	672,300	6.50%	21,700	3.34%	688,800	6.20%	16,500	2.45%
7	NCAA/Conference	928,889	8.84%	952,382	9.21%	23,493	2.53%	998,626	8.99%	46,244	4.86%
8	TV/Radio/Internet	215,000	2.05%	65,000	0.63%	(150,000)	-69.77%	200,000	1.80%	135,000	207.69%
9	Concessions/program/etc.	57,000	0.54%	57,866	0.56%	866	1.52%	42,000	0.38%	(15,866)	-27.42%
10	Advertising/sponsorship/Royalty	547,000	5.21%	529,117	5.12%	(17,883)	-3.27%	302,000	2.72%	(227,117)	-42.92%
11	Endowments	178,500	1.70%	186,144	1.80%	7,644	4.28%	178,500	1.61%	(7,644)	-4.11%
12	NCAA/Bowl/World Series	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
13	Other	22,000	0.21%	17,628	0.17%	(4,372)	-19.87%	29,000	0.26%	11,372	64.51%
14	Total General Revenue	9,344,469	88.96%	8,919,302	86.26%	(425,167)	-4.55%	9,327,293	84.01%	407,991	4.57%
15	**Revenue By Sport:**										
16	**Men's Programs:**										
17	Football										
18	Ticket Sales	160,000	1.52%	422,740	4.09%	262,740	164.21%	525,000	4.73%	102,260	24.19%
19	Game Guarantees	860,000	8.19%	860,000	8.32%	0	0.00%	1,110,000	10.00%	250,000	29.07%
20	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
21	Basketball										
22	Ticket Sales	30,000	0.29%	32,500	0.31%	2,500	8.33%	35,000	0.32%	2,500	7.69%
23	Game Guarantees	85,000	0.81%	84,000	0.81%	(1,000)	-1.18%	85,000	0.77%	1,000	1.19%
24	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25	Track & Field/Cross Country	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
26	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
27	Baseball Ticket Sales	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
28	Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
29	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
30	Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
31	Total Men's Sport Revenue	1,135,000	10.80%	1,399,240	13.53%	264,240	23.28%	1,755,000	15.81%	355,760	25.43%
32	**Women's Programs**										
33	Volleyball										
34	Ticket Sales	3,500	0.03%	3,390	0.03%	(110)	-3.14%	3,500	0.03%	110	3.24%
35	Game Guarantees	0	0.00%	1,000	0.01%	1,000	100.00%	0	0.00%	(1,000)	-100.00%
36	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37	Basketball						0.00%				0.00%
38	Ticket Sales	15,000	0.14%	11,083	0.11%	(3,917)	-26.11%	12,000	0.11%	917	8.27%
39	Game Guarantees	6,500	0.06%	6,500	0.06%	0	0.00%	5,000	0.05%	(1,500)	-23.08%
40	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
41	Track & Field/Cross Country	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
42	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
43	Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45	Soccer	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
46	Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
47	Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48	Swimming	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
49	Total Women's Sport Rev	25,000	0.24%	21,973	0.21%	(3,027)	-12.11%	20,500	0.18%	(1,473)	-6.70%
50	**Total Revenue**	10,504,469	100.00%	10,340,515	100.00%	(163,954)	-1.56%	11,102,793	100.00%	762,278	7.37%

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		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
51	**Expenditures by Sport**										
52	**Administrative and General**										
53	Athletic Director Office	761,081	7.26%	727,301	7.04%	(33,780)	-4.44%	763,336	6.89%	36,035	4.95%
54	Fund Raising Office	358,039	3.41%	344,097	3.33%	(13,942)	-3.89%	351,995	3.18%	7,898	2.30%
55	Academics Support	190,660	1.82%	182,041	1.76%	(8,619)	-4.52%	210,864	1.90%	28,823	15.83%
56	Media Relations	176,404	1.68%	180,240	1.74%	3,836	2.17%	197,823	1.78%	17,583	9.76%
57	Marketing and Promotions	259,628	2.48%	272,924	2.64%	13,296	5.12%	127,343	1.15%	(145,581)	-53.34%
58	Ticket Office	21,254	0.20%	18,800	0.18%	(2,454)	-11.55%	29,105	0.26%	10,305	54.81%
59	Athletic Training Room	288,584	2.75%	283,000	2.74%	(5,584)	-1.93%	329,500	2.97%	46,500	16.43%
60	Memberships and Dues	692,083	6.60%	407,050	3.94%	(285,033)	-41.18%	408,850	3.69%	1,800	0.44%
61	Facilities Mtn & Debt Service	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
62	Capital Improvements	21,000	0.20%	40,500	0.39%	19,500	92.86%	47,400	0.43%	6,900	17.04%
63	NCAA/Special Event/Bowls	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
64	Other Miscellaneous	946,541	9.02%	938,281	9.08%	(8,260)	-0.87%	928,937	8.38%	(9,344)	-1.00%
65	**Total Admin & General**	3,715,274	35.42%	3,394,234	32.85%	(321,040)	-8.64%	3,395,153	30.62%	919	0.03%
66											
67	**Men's Programs:**										
68	Football	2,679,994	25.55%	2,739,144	26.51%	59,150	2.21%	3,254,300	29.35%	515,156	18.81%
69	Basketball	921,826	8.79%	971,906	9.41%	50,080	5.43%	1,091,139	9.84%	119,233	12.27%
70	Track & Field/Cross Country	314,253	3.00%	320,594	3.10%	6,341	2.02%	333,760	3.01%	13,166	4.11%
71	Tennis	97,843	0.93%	96,407	0.93%	(1,436)	-1.47%	104,016	0.94%	7,609	7.89%
72	Baseball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
73	Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
74	Golf	129,722	1.24%	127,261	1.23%	(2,461)	-1.90%	133,375	1.20%	6,114	4.80%
75	Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
76	Rodeo	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
77	**Total Men's Programs**	4,143,638	39.50%	4,255,312	41.19%	111,674	2.70%	4,916,590	44.35%	661,278	15.54%
78											
79	**Women's Programs**										
80	Volleyball	526,286	5.02%	528,834	5.12%	2,548	0.48%	575,406	5.19%	46,572	8.81%
81	Basketball	687,488	6.55%	707,706	6.85%	20,218	2.94%	725,392	6.54%	17,686	2.50%
82	Track & Field/Cross Country	402,217	3.83%	424,375	4.11%	22,158	5.51%	428,492	3.87%	4,117	0.97%
83	Tennis	148,258	1.41%	146,881	1.42%	(1,377)	-0.93%	156,152	1.41%	9,271	6.31%
84	Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
85	Golf	151,864	1.45%	157,090	1.52%	5,226	3.44%	160,118	1.44%	3,028	1.93%
86	Soccer	404,663	3.86%	385,920	3.74%	(18,743)	-4.63%	375,496	3.39%	(10,424)	-2.70%
87	Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
88	Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	96,959	100.00%
89	Swimming	309,558	2.95%	330,719	3.20%	21,161	6.84%	353,424	3.19%	22,705	6.87%
90	Rodeo/New Sport	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
91	**Total Women's Programs**	2,630,334	25.08%	2,681,525	25.96%	51,191	1.95%	2,774,480	25.03%	189,914	7.08%
92											
93	**Total Expenditures**	10,489,246	100.00%	10,331,071	100.00%	(158,175)	-1.51%	11,086,223	100.00%	755,152	7.31%

College & Universities
Intercollegiate Athletics Report
FY06 Budget, Revised Estimates for FY06, and FY07 Operating Budgets

Lewis Clark State College

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
1	**Revenue:**										
2	**Program Revenue:**										
3	Ticket Sales	29,000	0.99%	29,000	0.97%	0	0.00%	30,500	0.99%	1,500	5.17%
4	Guarantees	20,000	0.68%	20,000	0.67%	0	0.00%	20,000	0.65%	0	0.00%
5	Contributions	94,000	3.20%	110,000	3.68%	16,000	17.02%	110,000	3.56%	0	0.00%
6	NCAA/Conference/Tournaments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
7	TV/Radio/Internet Rights	5,800	0.20%	5,800	0.19%	0	0.00%	6,000	0.19%	200	3.45%
8	Program/Novelty Sales, Concessions, Parking	20,000	0.68%	31,500	1.05%	11,500	57.50%	23,000	0.75%	(8,500)	-26.98%
9	Royalty, Advertisement, Sponsorship	185,000	6.30%	195,000	6.53%	10,000	5.41%	195,000	6.32%	0	0.00%
10	Endowment/Investment Income	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
11	Other	20,000	0.68%	32,500	1.09%	12,500	62.50%	20,500	0.66%	(12,000)	-36.92%
12	Total Program Revenue	373,800	12.73%	423,800	14.19%	50,000	13.38%	405,000	13.12%	(18,800)	-4.44%
13	**Non-Program Revenue:**										
14	NCAA/Bowl/World Series	385,000	13.11%	385,000	12.89%	0	0.00%	395,000	12.79%	10,000	2.60%
15	Student Fees	300,000	10.22%	290,000	9.71%	(10,000)	-3.33%	300,000	9.72%	10,000	3.45%
16	Direct State/Govt Support	773,000	26.33%	773,000	25.89%	0	0.00%	818,300	26.51%	45,300	5.86%
17	Institutional Gender Equity	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
18	Direct Institutional Support	76,400	2.60%	76,400	2.56%	0	0.00%	102,900	3.33%	26,500	34.69%
19	Subtotal State/Institutional Support	849,400	28.93%	849,400	28.45%	0	0.00%	921,200	29.84%	71,800	8.45%
20	Total Non-Program Revenue	1,534,400	52.26%	1,524,400	51.05%	(10,000)	-0.65%	1,616,200	52.35%	91,800	6.02%
21	Subtotal Operating Revenue	1,908,200	64.99%	1,948,200	65.24%	40,000	2.10%	2,021,200	65.47%	73,000	3.75%
22	**Non-Cash Revenue**										
23	Third Party Support	25,000	0.85%	25,000	0.84%	0	0.00%	25,000	0.81%	0	0.00%
24	Indirect Institutional Support	92,900	3.16%	102,900	3.45%	10,000	10.76%	97,000	3.14%	(5,900)	-5.73%
25	Non-Cash Revenue	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
26	Non-resident Tuition Revenue	910,000	30.99%	910,000	30.47%	0	0.00%	944,000	30.58%	34,000	3.74%
27	Subtotal Non-Cash Revenue	1,027,900	35.01%	1,037,900	34.76%	10,000	0.97%	1,066,000	34.53%	28,100	2.71%
28	**Total Revenue:**	2,936,100	100.00%	2,986,100	100.00%	50,000	1.70%	3,087,200	100.00%	101,100	3.39%
29											

College & Universities
Intercollegiate Athletics Report
FY06 Budget, Revised Estimates for FY06, and FY07 Operating Budgets

Lewis Clark State College

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
30	**Expenditures**										
31	**Operating Expenditures:**										
32	Athletics Student Aid	299,500	10.25%	300,000	10.09%	500	0.17%	325,000	10.56%	25,000	8.33%
33	Guarantees	25,000	0.86%	24,500	0.82%	(500)	-2.00%	25,000	0.81%	500	2.04%
34	Coaching Salary/Benefits - UI	385,500	13.19%	385,500	12.97%	0	0.00%	385,500	12.53%	0	0.00%
35	Admin Staff Salary/Benefits - UI	340,600	11.66%	375,600	12.64%	35,000	10.28%	344,600	11.20%	(31,000)	-8.25%
36	Severance Payments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37	Recruiting	16,150	0.55%	16,500	0.56%	350	2.17%	20,000	0.65%	3,500	21.21%
38	Team Travel	200,000		205,000		5,000	2.50%	255,000	8.29%	50,000	24.39%
39	Equipment, Uniforms and Supplies	30,000	1.03%	30,000	1.01%	0	0.00%	30,000	0.97%	0	0.00%
40	Game Expenses	60,650	2.08%	59,000	1.99%	(1,650)	-2.72%	66,000	2.14%	7,000	11.86%
41	Fund Raising, Marketing, Promotion	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
42	Direct Facilities/Maint/Rentals	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
43	Debt Service on Facilities	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44	Spirit Groups	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45	Medical Expenses & Insurance	43,000	1.47%	43,000	1.45%	0	0.00%	45,000	1.46%	2,000	4.65%
46	Memberships & Dues	10,200	0.35%	10,200	0.34%	0	0.00%	10,400	0.34%	200	1.96%
47	NCAA/Special Event/Bowls	380,000	13.00%	380,000	12.79%	0	0.00%	395,000	12.84%	15,000	3.95%
48	Other Operating Expenses	103,600	3.55%	105,000	3.53%	1,400	1.35%	110,000	3.57%	5,000	4.76%
49	Subtotal Operating Expenditures	1,894,200	64.82%	1,934,300	65.08%	40,100	80.04%	2,011,500	65.36%	77,200	73.31%
50	**Non-Cash Expenditures**										
51	3rd Party Coaches Compensation	25,000	0.86%	25,000	0.84%	0	0.00%	25,000	0.81%	0	0.00%
52	3rd Party Admin Staff Compensation	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
53	Indirect Facilities & Admin Support	92,900	3.18%	102,900	3.46%	10,000	10.76%	97,000	3.15%	(5,900)	-5.73%
54	Non-Cash Expense	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
55	Non-resident Tuition Expense	910,000	31.14%	910,000	30.62%	0	0.00%	944,000	30.67%	34,000	3.74%
56	Subtotal Non-Cash Expenditures	1,027,900	35.18%	1,037,900	34.92%	10,000	19.96%	1,066,000	34.64%	28,100	26.69%
57	**Total Expenditures:**	2,922,100	100.00%	2,972,200	100.00%	50,100	1.71%	3,077,500	100.00%	105,300	3.54%
58											
59	**Net Income/(deficit)**	14,000		13,900		(100)	-0.71%	9,700		(4,200)	-30.22%
60											
61	**Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)**	14,000		13,900		(100)	-0.71%	23,700		9,800	70.50%
62											
63	**Sport Camps & Clinics**										
64	Revenue	16,000		16,500		500	3.13%	18,000	0.58%	1,500	9.09%
65	Coach Compensation from Camp	8,000		8,000		0	0.00%	9,000	0.29%	1,000	12.50%
66	Camp Expenses	5,000		5,300		300	6.00%	6,000	0.19%	700	13.21%
67	Total Expenses	13,000		13,300		300	2.31%	15,000	0.49%	1,700	12.78%
68											
69	Net Income from Camps	3,000		3,200		200	6.67%	3,000		(200)	-6.25%

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Lewis Clark State College

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
	Revenue by Program:										
1	**General Revenue:**										
2	Student Fees	300,000	15.72%	290,000	14.89%	(10,000)	-3.33%	300,000	14.84%	10,000	3.45%
3	Contributions	94,000	4.93%	110,000	5.65%	16,000	17.02%	110,000	5.44%	0	0.00%
4	State Support	773,000	40.51%	773,000	39.68%	0	0.00%	818,300	40.49%	45,300	5.86%
5	Institutional Gender Equity	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
6	Institutional Support	76,400	4.00%	76,400	3.92%	0	0.00%	102,900	5.09%	26,500	34.69%
7	NCAA/Conference	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
8	TV/Radio/Internet	5,800	0.30%	5,800	0.30%	0	0.00%	6,000	0.30%	200	3.45%
9	Concessions/program/etc.	20,000	1.05%	31,500	1.62%	11,500	57.50%	23,000	1.14%	(8,500)	-26.98%
10	Advertising/sponsorship/Royalty	185,000	9.70%	195,000	10.01%	10,000	5.41%	195,000	9.65%	0	0.00%
11	Endowments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
12	NCAA/Bowl/World Series	385,000	20.18%	385,000	19.76%	0	0.00%	395,000	19.54%	10,000	2.60%
13	Other	20,000	1.05%	32,500	1.67%	12,500	62.50%	20,500	1.01%	(12,000)	-36.92%
14	Total General Revenue	1,859,200	97.43%	1,899,200	97.48%	40,000	2.15%	1,970,700	97.50%	71,500	3.76%
15	**Revenue By Sport:**										
16	**Men's Programs:**										
17	Football										
18	Ticket Sales	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
19	Game Guarantees	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
20	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
21	Basketball										
22	Ticket Sales	6,000	0.31%	6,000	0.31%	0	0.00%	6,000	0.30%	0	0.00%
23	Game Guarantees	15,000	0.79%	15,000	0.77%	0	0.00%	16,000	0.79%	1,000	6.67%
24	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25	Track & Field/Cross Country	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
26	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
27	Baseball Ticket Sales	13,500	0.71%	13,500	0.69%	0	0.00%	14,000	0.69%	500	3.70%
28	Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
29	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
30	Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
31	Total Men's Sport Revenue	34,500	1.81%	34,500	1.77%	0	0.00%	36,000	1.78%	1,500	4.35%
32	**Women's Programs**										
33	Volleyball										
34	Ticket Sales	3,500	0.18%	3,500	0.18%	0	0.00%	2,500	0.12%	(1,000)	-28.57%
35	Game Guarantees	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
36	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37	Basketball						0.00%				0.00%
38	Ticket Sales	6,000	0.31%	6,000	0.31%	0	0.00%	6,000	0.30%	0	0.00%
39	Game Guarantees	5,000	0.26%	5,000	0.26%	0	0.00%	6,000	0.30%	1,000	20.00%
40	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
41	Track & Field/Cross Country	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
42	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
43	Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45	Soccer	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
46	Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
47	Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
48	Swimming	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
49	Total Women's Sport Rev	14,500	0.76%	14,500	0.74%	0	0.00%	14,500	0.72%	0	0.00%
50	**Total Revenue**	1,908,200	100.00%	1,948,200	100.00%	40,000	2.10%	2,021,200	100.00%	73,000	3.75%

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Lewis Clark State College

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY06 Bud	%	FY06 Est as of 5/06	%	Variance 06 Est/06 Bud	Variance %	FY07 Orig Oper Bdgt	%	Variance 07 Bud/06 Est	Variance %
51	**Expenditures by Sport**										
52	**Administrative and General**										
53	Athletic Director Office	254,550	13.44%	276,125	14.28%	21,575	8.48%	331,790	16.49%	55,665	20.16%
54	Fund Raising Office	64,600	3.41%	63,900	3.30%	(700)	-1.08%	64,900	3.23%	1,000	1.56%
55	Academics Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
56	Media Relations	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
57	Marketing and Promotions	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
58	Ticket Office	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
59	Athletic Training Room	89,350	4.72%	91,575	4.73%	2,225	2.49%	89,600	4.45%	(1,975)	-2.16%
60	Memberships and Dues	10,200	0.54%	10,200	0.53%	0	0.00%	10,400	0.52%	200	1.96%
61	Facilities Mtn & Debt Service	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
62	Capital Improvements	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
63	NCAA/Special Event/Bowls	380,000	20.06%	380,000	19.65%	0	0.00%	395,000	19.64%	15,000	3.95%
64	Other Miscellaneous	10,000	0.53%	10,000	0.52%	0	0.00%	10,000	0.50%	0	0.00%
65	**Total Admin & General**	808,700	42.69%	831,800	43.00%	23,100	2.86%	901,690	44.83%	69,890	8.40%
66											
67	**Men's Programs:**										
68	Football	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
69	Basketball	187,400	9.89%	187,400	9.69%	0	0.00%	190,400	9.47%	3,000	1.60%
70	Track & Field/Cross Country	36,250	1.91%	46,250	2.39%	10,000	27.59%	37,750	1.88%	(8,500)	-18.38%
71	Tennis	31,300	1.65%	31,300	1.62%	0	0.00%	32,750	1.63%	1,450	4.63%
72	Baseball	355,600	18.77%	355,600	18.38%	0	0.00%	357,600	17.78%	2,000	0.56%
73	Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
74	Golf	31,450	1.66%	38,450	1.99%	7,000	22.26%	36,950	1.84%	(1,500)	-3.90%
75	Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
76	Rodeo	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
77	**Total Men's Programs**	642,000	33.89%	659,000	34.07%	17,000	2.65%	655,450	32.59%	(3,550)	-0.54%
78											
79	**Women's Programs**										
80	Volleyball	146,150	7.72%	146,150	7.56%	0	0.00%	148,000	7.36%	1,850	1.27%
81	Basketball	188,400	9.95%	188,400	9.74%	0	0.00%	190,900	9.49%	2,500	1.33%
82	Track & Field/Cross Country	40,250	2.12%	40,250	2.08%	0	0.00%	41,750	2.08%	1,500	3.73%
83	Tennis	35,260	1.86%	35,260	1.82%	0	0.00%	36,760	1.83%	1,500	4.25%
84	Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
85	Golf	33,440	1.77%	33,440	1.73%	0	0.00%	36,950	1.84%	3,510	10.50%
86	Soccer	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
87	Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
88	Skiing	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
89	Swimming	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
90	Rodeo/New Sport	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
91	**Total Women's Programs**	443,500	23.41%	443,500	22.93%	0	0.00%	454,360	22.59%	10,860	2.45%
92											
93	**Total Expenditures**	1,894,200	100.00%	1,934,300	100.00%	40,100	2.12%	2,011,500	100.00%	77,200	3.99%

INSTITUTION / AGENCY AGENDA

SUBJECT

Approval of FY 2007 Appropriated Funds Operating Budgets

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section V.B.3.b.(2), 4.b.(1), 5.c, 6.b.

BACKGROUND

Per Board policy, each institution, school or agency prepares an operating budget for appropriated funds, non-appropriated auxiliary enterprises, non-appropriated local services, and non-appropriated other.

For the appropriated operating budget, Board policy states, "each institution, school or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board, in a summary format prescribed by the executive director, for review and formal approval before the beginning of the fiscal year." The appropriated operating budgets have been developed based on appropriations passed by the legislature during the 2006 session.

For the non-appropriated operating budgets, Board policy requires reports of revenues and expenditures to be submitted to the State Board of Education at the request of the Board. Currently, these operating budgets are submitted to the Board office and are available to Board members.

Also presented for approval is the Capital Improvement Budget Summary for Boise State University and University of Idaho, which identifies projects funded by the Permanent Building Fund and institutional requests from other sources.

DISCUSSION

Operating budgets are presented in two formats: budgets for agencies, health programs, and special programs contain a summary (displayed by program, by source of revenue, and by expenditure classification) and a budget overview that briefly describes the program and changes from the previous fiscal year. The source of revenue contains all sources of revenues (General Funds, Federal Funds, Miscellaneous Revenue, and Economic Recovery Reserve Fund).

For the college and universities, postsecondary professional-technical education and agricultural research/cooperative extension, supplemental information is provided: in addition to the budget summary by function and by classification, and the budget overview, institution budgets provide an availability and allocation of funds worksheet that identifies the source of additional appropriated revenue for FY 07 and the allocation of any additional funds. Also, personnel costs are

summarized by type of position, and individual position changes are detailed. All of the college and universities budget reports only contain information from appropriated funds.

FY 06 numbers include the one-time appropriation for the 27th payroll (SB 1230); FY 07 numbers include the one-time appropriation for replacement items (SB 1444).

IMPACT

Approval of the budgets establishes agency and institutional fiscal spending plans for FY 07, and allows the agencies and institutions to continue operations from FY 06 into FY 07.

ATTACHMENTS

See next page

STAFF COMMENTS AND RECOMMENDATIONS

Budgets have been developed according to legislative intent and/or Board guidelines. Board staff has reviewed the documents and reminds the Board that agency and institution appropriations contain full funding for the increased cost of employee health insurance (ongoing) and the replacement items (one-time).

Staff will work with the Board BAHR Committee and institutions to consider including all funds in the June operating budget reports in order to provide the Board with more inclusive information that can be used for strategic planning and oversight. Also, as mentioned in agenda items #1 and #2, staff will work with the Board BAHR Committee and the institutions to develop a template for each institution to report their strategic facilities and debt plans to match their strategic master plans. Once these reports have been implemented, the Capital Improvement Budget Summary may be eliminated.

Staff recommends approval of all FY 07 budgets listed in the motion.

BOARD ACTION

A motion to approve the FY 07 operating budgets for the Office of the State Board of Education, Idaho School for the Deaf and the Blind, Idaho State Historical Society, Idaho State Library, Idaho Public Television, Division of Vocational Rehabilitation, College and Universities, Postsecondary Professional-Technical Education, Agricultural Research/Extension, Health Programs, Special Programs, as detailed on Pages 7 - 70 in Tab 16.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FY07 AGENCIES & INSTITUTIONS OPERATING BUDGET INDEX

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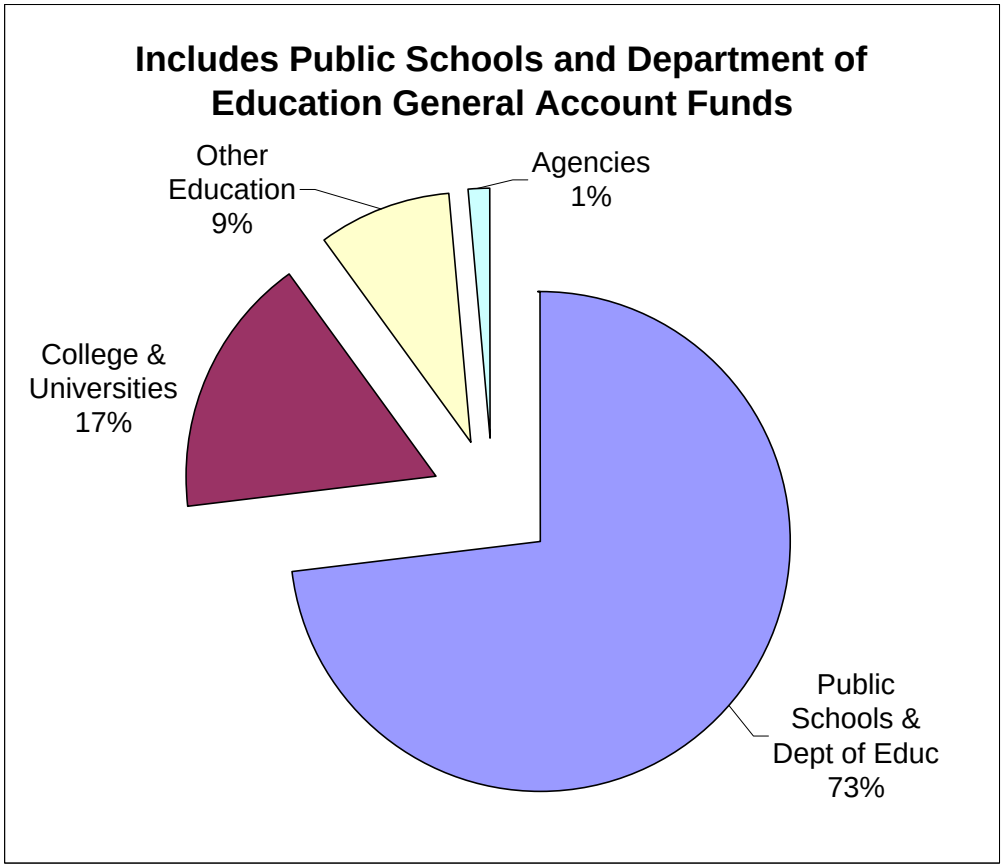
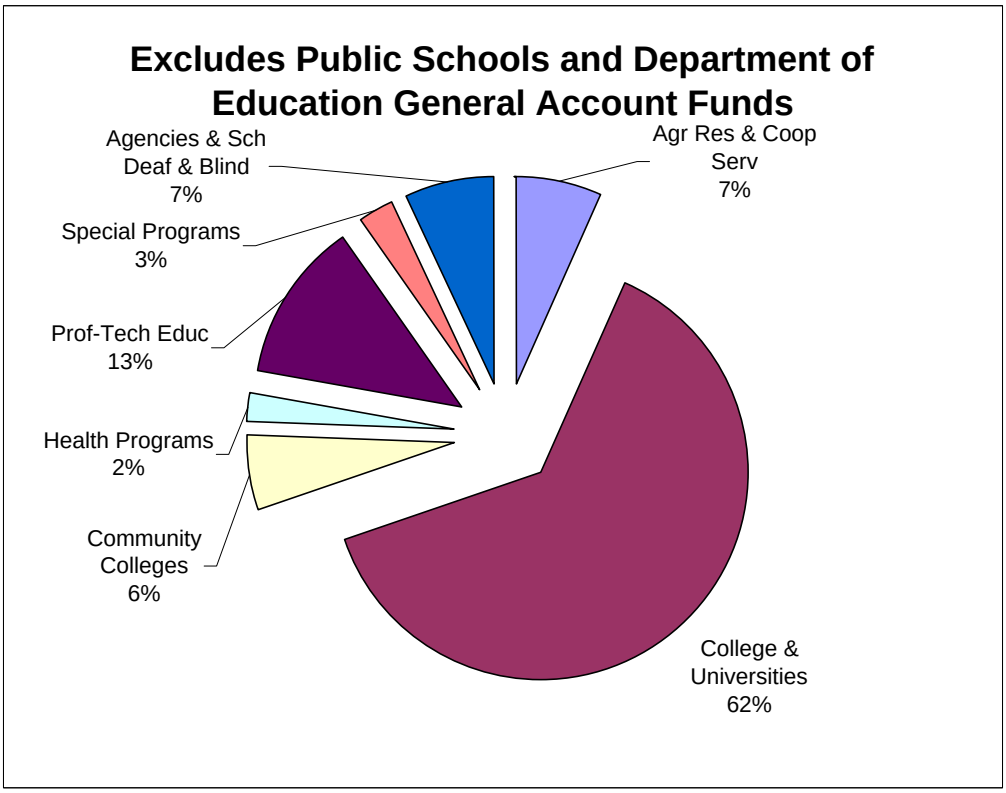
State Board of Education

FY07 General Account Funds by Program





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STATE BOARD OF EDUCATION AGENCIES
FY2007 BUDGET OVERVIEW

In accordance with Board policy, each agency prepares an operating budget for review and approval by the SBE. The appropriated operating budgets have been developed based on appropriations passed by the legislature during the 2006 session.

The operating budgets presented for agencies, health programs, and special programs contain a summary by program, by source of revenue, and by expenditure classification and a budget overview that briefly describes the program and changes from the previous fiscal year. The source of revenue contains all sources of revenues (General Funds, Federal Funds, Miscellaneous Revenue, and Economic Recovery Reserve Fund).

All of the agencies' appropriation bills include an increase of 3% in employee compensation (CEC) and an inflationary increase in operating of 1.9%.

There is a decline in personnel costs (PC) appropriations from FY2006 to FY2007 due to the 27th payroll in FY2006.

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OFFICE OF THE STATE BOARD OF EDUCATION

FY 2007 Operating Budget

	FY 2006 BUDGET	FY 2007 BUDGET	PERCENT of CHANGE
By Program:			
Office of the State Board of Education	11,658,500	11,851,600	1.66%
Governor's Initiative - Incentive Grants	85,900	87,500	1.86%
System Wide Needs	75,000	100,000	33.33%
Total Programs	**11,819,400**	**12,039,100**	1.86%
By Fund Source:			
General Fund	4,684,400	4,839,100	3.30%
Federal Funds	6,958,200	7,064,600	1.53%
Miscellaneous Revenue	132,900	135,400	1.88%
Economic Recovery Reserve Fund	43,900		
Total Funds	**11,819,400**	**12,039,100**	1.86%
By Expenditure Classification:			
Personnel Costs	1,739,600	1,725,400	-0.82%
Operating Expenditures	9,292,600	9,507,600	2.31%
Capital Outlay		4,000	100.00%
Trustee/Benefit Payments	787,200	802,100	1.89%
Total Expenditures	**11,819,400**	**12,039,100**	1.86%
Full Time Position	22.00	23.00	4.55%

Budget Overview

Personnel costs reflect the 3% employee compensation (CEC) increase in Senate Bill 1263 (FY2006) and House Bill 844 (FY2007). Senate Bill 1480 appropriates moneys for the Office of the State Board of Education for FY 2007. Overall, the personnel costs appropriation decreased from FY2006 to FY2007 due to one extra pay period in FY2006. In addition to standard program maintenance items, this budget includes funding for a charter schools oversight position. This new position will assist the Public Charter School Commission in exercising its oversight responsibilities for the public charter schools that it has authorized. The commission, which is currently staffed with an administrative assistant position funded by the 2005 Legislature, is responsible for 11 such schools in FY 2007. The Governor's Initiative is used to provide mini-grants to school teachers for ideas to assist with the teaching and learning process. Systemwide Needs are funds from the College and University appropriation that are spent by the Board office on behalf of all institutions.

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IDAHO SCHOOL FOR THE DEAF AND THE BLIND

FY 2007 Operating Budget

	FY 2006 BUDGET	FY 2007 BUDGET	PERCENT of CHANGE
By Program:			
Campus Operations	6,532,100	6,040,000	-7.53%
Outreach Services	1,689,400	2,177,400	28.89%
Total Programs	**8,221,500**	**8,217,400**	-0.05%
By Fund Source:			
General Fund	7,787,600	7,694,100	-1.20%
Federal Funds	117,100	118,200	0.94%
Miscellaneous Revenue	94,600	95,800	1.27%
Dedicated Funds		78,700	100.00%
Economic Recovery Reserve Fund	222,200	230,600	3.78%
Total Funds	**8,221,500**	**8,217,400**	-0.05%
By Expenditure Classification:			
Personnel Costs	7,058,900	6,799,700	-3.67%
Operating Expenditures	1,162,600	1,214,300	4.45%
Capital Outlay		203,400	100.00%
Total Expenditures	**8,221,500**	**8,217,400**	-0.05%
Full Time Position	121.52	121.52	0.00%

Budget Overview

Personnel costs reflect the 3% employee compensation (CEC) increase in Senate Bill 1263 (FY2006) and House Bill 844 (FY2007). Senate Bill 1478 appropriates moneys for the State School for the Deaf and the Blind for FY 2007. In addition to standard program maintenance items, this budget includes $230,600 for replacement items from the economic recovery fund. There is also a fund shift between endowment funds and the General Fund, to better reflect the amount of endowment funding that will be available. This budget transfers 5.19 positions and $171,100 from Campus Operations to Outreach Services. This reflects reducing the number of cottages in use from six to four, reducing food service staff from six to four, and reducing the custodial staff by .69 FTP.

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IDAHO STATE HISTORICAL SOCIETY

FY 2007 Operating Budget

	FY 2006 BUDGET	FY 2007 BUDGET	PERCENT of CHANGE
By Program:			
Historic Preservation & Education	3,949,300	3,796,800	-3.86%
Historic Site Maint. and Interpretation	522,000	1,273,300	143.93%
Total Programs	**4,471,300**	**5,070,100**	13.39%
By Fund Source:			
General Fund	2,228,100	2,375,900	6.63%
Federal Funds	1,062,700	1,035,600	-2.55%
Dedicated Funds	821,500	818,300	-0.39%
Economic Recovery Reserve Fund	359,000	293,300	-18.30%
Permanent Building Fund		547,000	100.00%
Total Funds	**4,471,300**	**5,070,100**	13.39%
By Expenditure Classification:			
Personnel Costs	2,703,700	2,831,200	4.72%
Operating Expenditures	1,331,900	1,767,400	32.70%
Capital Outlay	260,000	295,800	13.77%
Trustee/Benefit Payments	175,700	175,700	0.00%
Total Expenditures	**4,471,300**	**5,070,100**	13.39%
Full Time Position	46.36	50.36	8.63%

Budget Overview

Personnel costs reflect the 3% employee compensation (CEC) increase in Senate Bill 1263 (FY2006) and House Bill 844 (FY2007). Senate Bill 1479 appropriates moneys for the State Historical Society for FY 2007. In addition to standard program maintenance items, this budget restores the budget for historic site maintenance, which was eliminated during prior year holdbacks. These funds will be used to maintain the historic sites managed by the agency, including the Old Idaho Penitentiary, the Stricker home site, Rock Creek Station, the Franklin Historic Site, and the Pierce Courthouse. The agency also received funding for shelving at the new Idaho History Center. Senate Bill 1491 includes an appropriation of $547,000 and 4 FTP from the Permanent Building fund as part of the Capitol restoration and renovation project.

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IDAHO COMMISSION FOR LIBRARIES

FY 2007 Operating Budget

	FY 2006 BUDGET	FY 2007 BUDGET	PERCENT of CHANGE
By Program:			
Library Services	4,249,300	4,353,800	2.46%
Total Programs	**4,249,300**	**4,353,800**	2.46%
By Fund Source:			
General Fund	2,628,100	2,663,900	1.36%
Federal Funds	1,486,600	1,499,100	0.84%
Miscellaneous Revenue	75,300	75,300	0.00%
Economic Recovery Reserve Fund	59,300	115,500	94.77%
Total Funds	**4,249,300**	**4,353,800**	2.46%
By Expenditure Classification:			
Personnel Costs	2,149,900	2,059,300	-4.21%
Operating Expenditures	1,403,200	1,468,000	4.62%
Capital Outlay	74,500	193,500	159.73%
Trustee/Benefit Payments	621,700	633,000	1.82%
Total Expenditures	**4,249,300**	**4,353,800**	2.46%
Full Time Position	41.00	41.00	0.00%

Budget Overview

Personnel costs reflect the 3% employee compensation (CEC) increase in Senate Bill 1263 (FY2006) and House Bill 844 (FY2007). Senate Bill 1487 appropriates moneys for the Idaho Commission for Libraries for FY 2007. In addition to standard program maintenance items, this budget includes funding for an annualization of the office space charges associated with the State Library taking possession of space in the State Library building that was formerly occupied by the Historical Society. The line item requested in the ISL budget for "LiLI Unlimited" was funded through an additional appropriation of monies in the Public Schools budget, under the Technology & Remediation line item in House Bill 846 Section 4 (2).

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IDAHO PUBLIC TELEVISION

FY 2007 Operating Budget

	FY 2006 BUDGET	FY 2007 BUDGET	PERCENT of CHANGE
By Program:			
Programming	1,337,100	1,429,799	6.93%
Technical Services	2,242,700	3,331,150	48.53%
Communications	432,481	451,828	4.47%
Production	957,560	1,761,556	83.96%
Administration	1,333,480	1,279,995	-4.01%
Marketing	1,093,308	1,102,855	0.87%
Total Programs	**7,396,629**	**9,357,183**	26.51%
By Fund Source:			
General Fund	1,586,800	1,648,000	3.86%
Federal Funds	400,000	400,000	0.00%
Dedicated CPB Funds	900,100	850,200	-5.54%
Economic Recovery Reserve Fund	557,000	1,590,000	185.46%
Local Funds	3,952,729	4,868,983	23.18%
Total Funds	**7,396,629**	**9,357,183**	26.51%
By Expenditure Classification:			
Personnel Costs	3,320,526	3,413,313	2.79%
Operating Expenditures	3,086,659	3,151,870	2.11%
Capital Outlay	989,444	2,792,000	182.18%
Trustee/Benefit Payments			
Total Expenditures	**7,396,629**	**9,357,183**	26.51%
Full Time Position	54.00	54.00	0.00%

Budget Overview

In addition to standard program maintenance items, this budget includes an appropriation of $1.59 million from the Economic Recovery Reserve Fund for Replacement Items. This amount includes $52,000 to purchase two field trucks, $929,900 to upgrade the television studio on the ISU campus in Pocatello to digital technology, and $608,100 to upgrade rural translator stations to digital technology. This budget does not provide funding, at the present time, to upgrade the television studio on the UI campus in Moscow to digital technology. Instead, additional monies have been allocated for digital upgrades for rural translators, since the federal government has mandated that all analog transmitters be turned off in February 2009. No such mandate exists for television studio equipment.

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IDAHO DIVISION OF VOCATIONAL REHABILITATION

FY 2007 Operating Budget

	FY 2006 BUDGET	FY 2007 BUDGET	PERCENT of CHANGE
By Program:			
Renal Disease	561,700	577,000	2.72%
Vocational Rehabilitation	18,094,400	20,002,100	10.54%
Epilepsy League	70,300	70,300	0.00%
Comm. Supp. Employ. Work Svcs. (CSE)	3,977,500	4,228,900	6.32%
Total Programs	**22,703,900**	**24,878,300**	9.58%
By Fund Source:			
General Fund	7,737,900	8,113,600	4.86%
Federal Funds	13,886,800	14,543,000	4.73%
Miscellaneous Revenue	408,100	1,500,000	267.56%
Dedicated Funds	609,000	621,700	2.09%
Economic Recovery Reserve Fund	62,100	100,000	61.03%
Total Funds	**22,703,900**	**24,878,300**	9.58%
By Expenditure Classification:			
Personnel Costs	7,801,100	7,881,900	1.04%
Operating Expenditures	1,432,400	1,627,600	13.63%
Capital Outlay	0	312,800	
Trustee/Benefit Payments	13,470,400	15,056,000	11.77%
Total Expenditures	**22,703,900**	**24,878,300**	9.58%
Full Time Position	150.00	150.00	0.00%

Budget Overview

Personnel costs reflect the 3% employee compensation (CEC) increase in Senate Bill 1263 (FY2006) and House Bill 844 (FY2007). Senate Bill 1458 appropriates moneys for the Idaho Division of Vocational Rehabilitation. The majority of the increase ($1,083,200) over FY2006 is spending authority in miscellaneous revenue funds generated from cooperative agreements with the Department of Corrections and the Department of Juvenile Corrections. $600,000 of this increase is one-time which will allow the agency to catch up on the state match for federal fiscal year 2006. The agency also received $463,700 in replacement operating and capital outlay for software upgrades, vehicles, furniture and office equipment.

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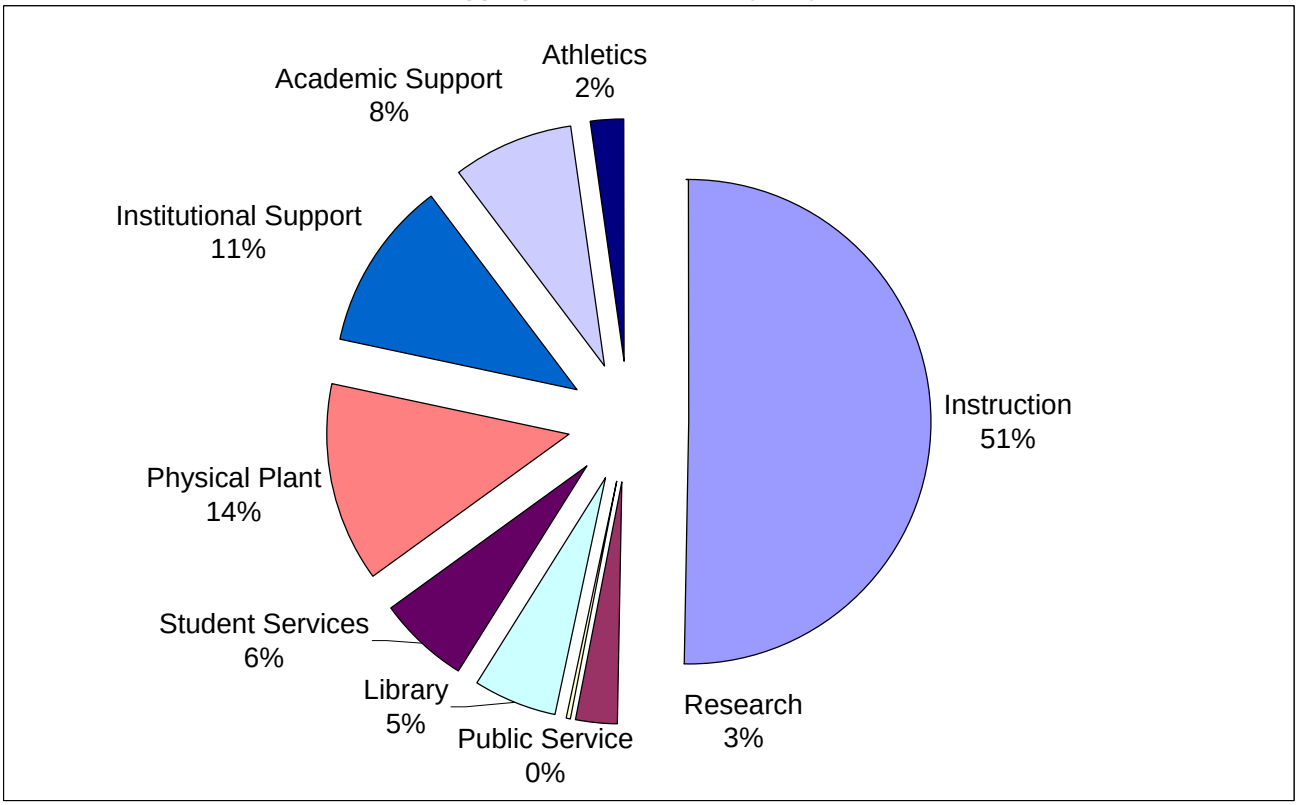
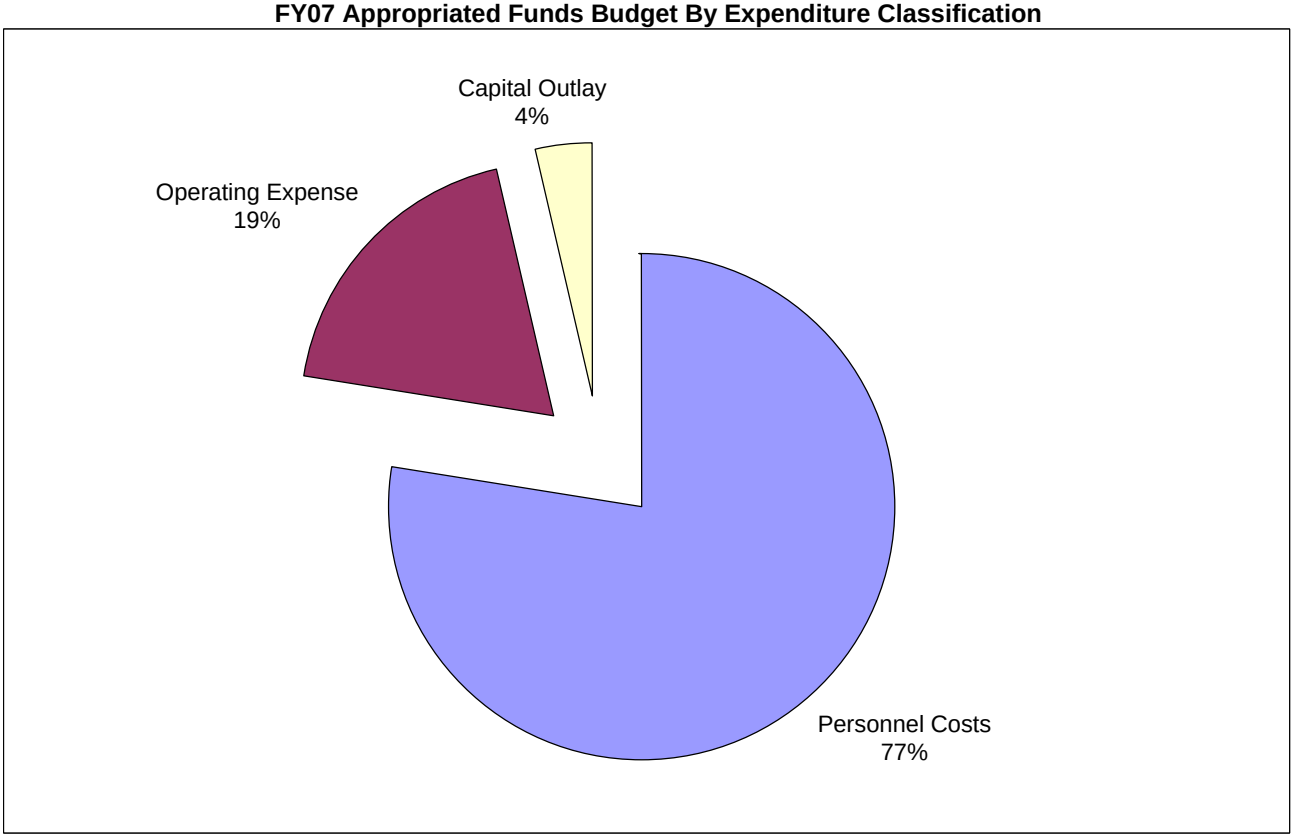
COLLEGE & UNIVERSITIES

FY07 Appropriated Funds Budget By Function



FY07 Appropriated Funds Budget By Expenditure Classification



COLLEGE & UNIVERSITIES SUMMARY

Budget Distribution by Activity and Expense Class

July 1, 2006 - June 30, 2007

		FY2006 Original Budget		FY2007 Original Budget		Changes from Prior Year	
1							
2	**By Function/ Exp Class**	Amount	% of Total	Amount	% of Total	Amount	% Chge
3	**By Function:**						
4	Instruction	$180,430,106	50.76%	$187,601,752	50.27%	$7,171,646	3.97%
5	Research	10,227,239	2.88%	10,822,531	2.90%	595,292	5.82%
6	Public Service	721,331	0.20%	741,797	0.20%	20,466	2.84%
7	Library	19,201,989	5.40%	20,222,397	5.42%	1,020,408	5.31%
8	Student Services	22,716,494	6.39%	23,613,144	6.33%	896,650	3.95%
9	Physical Plant	46,594,241	13.11%	49,135,869	13.17%	2,541,628	5.45%
10	Institutional Support	40,496,266	11.39%	42,794,674	11.47%	2,298,408	5.68%
11	Academic Support	27,083,214	7.62%	29,739,661	7.97%	2,656,447	9.81%
12	Athletics	7,997,120	2.25%	8,513,075	2.28%	515,955	6.45%
13	**Total Bdgt by Activity**	$355,468,000	100.00%	$373,184,900	100.00%	$17,716,900	4.98%
14	**By Expense Class:**						
15	Personnel Costs:						
16	Salaries:						
17	Faculty	$107,092,506	30.13%	$114,181,451	30.60%	$7,088,945	6.62%
18	Executive/Admin	12,048,026	3.39%	13,439,581	3.60%	1,391,555	11.55%
19	Managerial/Prof	33,815,282	9.51%	36,903,227	9.89%	3,087,945	9.13%
20	Classified	37,713,567	10.61%	39,654,825	10.63%	1,941,258	5.15%
21	Grad Assist	6,774,334	1.91%	7,380,332	1.98%	605,998	8.95%
22	Irregular Help	5,912,584	1.66%	6,163,740	1.65%	251,156	4.25%
23	Total Salaries	$203,356,299	57.21%	$217,723,156	58.34%	$14,366,857	7.06%
24	Personnel Benefits	69,014,442	19.42%	70,990,020	19.02%	1,975,578	2.86%
25	Total Pers Costs	$272,370,741	76.62%	$288,713,176	77.36%	$16,342,435	6.00%
26	Operating Expense:						
27	Travel	1,972,671	0.55%	2,037,609	0.55%	64,938	3.29%
28	Utilities	12,435,906	3.50%	13,391,532	3.59%	955,626	7.68%
29	Insurance	2,265,617	0.64%	2,076,717	0.56%	(188,900)	-8.34%
30	Other Oper. Exp	53,911,003	15.17%	53,588,446	14.36%	(322,557)	-0.60%
31	Total Oper. Exp	$70,585,197	19.86%	$71,094,304	19.05%	$509,107	0.72%
32	Capital Outlay:						
33	Depart Equipment	3,764,574	1.06%	4,042,133	1.08%	277,559	7.37%
34	Library Acquisitions	8,747,488	2.46%	9,335,287	2.50%	587,799	6.72%
35	Total Cap Outlay	$12,512,062	3.52%	$13,377,420	3.58%	$865,358	6.92%
36							
37	**Tot Bdgt by Exp Class**	$355,468,000	100.00%	$373,184,900	100.00%	$17,716,900	4.98%
38	Expenses from One-Time Fund	$4,247,900		$5,057,200		$809,300	
39	**Activity Total**	$359,715,900		$378,242,100		$18,526,200	5.15%
40	**TOTAL FTE POSITIONS**	3,717.50		3,817.19		99.69	2.68%

BOISE STATE UNIVERSITY

Budget Distribution by Activity and Expense Class

July 1, 2006 - June 30, 2007

		FY2006 Original Budget		FY2007 Original Budget		Changes from Prior Year	
1							
2	**By Function/ Exp Class**	Amount	% of Total	Amount	% of Total	Amount	% Chge
3	**By Function:**						
4	Instruction	$58,189,261	52.32%	$61,885,192	52.04%	$3,695,931	6.35%
5	Research	1,521,904	1.37%	1,592,794	1.34%	70,890	4.66%
6	Public Service	717,831	0.65%	738,297	0.62%	20,466	2.85%
7	Library	6,283,939	5.65%	6,661,839	5.60%	377,900	6.01%
8	Student Services	6,521,952	5.86%	6,836,615	5.75%	314,663	4.82%
9	Physical Plant	11,753,680	10.57%	12,808,372	10.77%	1,054,692	8.97%
10	Institutional Support	12,845,701	11.55%	14,070,068	11.83%	1,224,367	9.53%
11	Academic Support	11,295,932	10.16%	12,126,123	10.20%	830,191	7.35%
12	Athletics	2,079,200	1.87%	2,201,200	1.85%	122,000	5.87%
13							
14	**Total Bdgt by Activity**	$111,209,400	100.00%	$118,920,500	100.00%	$7,711,100	6.93%
15	**By Expense Class:**						
16	Personnel Costs:						
17	Salaries:						
18	Faculty	$36,015,918	32.39%	$38,658,981	32.51%	$2,643,063	7.34%
19	Executive/Admin	3,249,802	2.92%	3,439,670	2.89%	189,868	5.84%
20	Managerial/Prof	13,269,166	11.93%	14,593,122	12.27%	1,323,956	9.98%
21	Classified	10,044,164	9.03%	10,497,013	8.83%	452,849	4.51%
22	Grad Assist	2,222,685	2.00%	2,602,866	2.19%	380,181	17.10%
23	Irregular Help	1,856,627	1.67%	2,010,611	1.69%	153,984	8.29%
24	Total Salaries	$66,658,362	59.94%	$71,802,263	60.38%	$5,143,901	7.72%
25	Personnel Benefits	22,333,990	20.08%	22,783,304	19.16%	449,314	2.01%
26	Total Pers Costs	$88,992,352	80.02%	$94,585,567	79.54%	$5,593,215	6.29%
27	Operating Expense:						
28	Travel	$541,186	0.49%	$575,635	0.48%	34,449	6.37%
29	Utilities	3,015,000	2.71%	3,464,000	2.91%	449,000	14.89%
30	Insurance	496,228	0.45%	584,328	0.49%	88,100	17.75%
31	Other Oper. Exp	14,147,786	12.72%	15,228,623	12.81%	1,080,837	7.64%
32	Total Oper. Exp	$18,200,200	16.37%	$19,852,586	16.69%	$1,652,386	9.08%
33	Capital Outlay:						
34	Depart Equipment	$1,490,923	1.34%	$1,755,123	1.48%	264,200	17.72%
35	Library Acquisitions	2,525,925	2.27%	2,727,224	2.29%	201,299	7.97%
36	Total Cap Outlay	$4,016,848	3.61%	$4,482,347	3.77%	$465,499	11.59%
37	**Tot Bdgt by Exp Class**	$111,209,400	100.00%	$118,920,500	100.00%	$7,711,100	6.93%
38	Expenses from One-Time Funds	$1,228,000		$2,126,500		$898,500	
39	**Activity Total**	$112,437,400		$121,047,000		$8,609,600	7.66%
40	**TOTAL FTE POSITIONS**	1,201.04		1,230.11		29.07	2.42%

IDAHO STATE UNIVERSITY

Budget Distribution by Activity and Expense Class

July 1, 2006 - June 30, 2007

		FY2006 Original Budget		FY2007 Original Budget		Changes from Prior Year	
1							
2	**By Function/ Exp Class**	Amount	% of Total	Amount	% of Total	Amount	% Chge
3	**By Function:**						
4	Instruction	$52,881,549	55.19%	$55,204,234	55.64%	$2,322,685	4.39%
5	Research	2,479,657	2.59%	2,560,804	2.58%	81,147	3.27%
6	Public Service	0	0.00%	0	0.00%	0	0.00%
7	Library	4,752,400	4.96%	4,918,575	4.96%	166,175	3.50%
8	Student Services	5,993,337	6.26%	6,057,344	6.11%	64,007	1.07%
9	Physical Plant	12,109,721	12.64%	12,514,773	12.61%	405,052	3.34%
10	Institutional Support	9,229,548	9.63%	9,177,496	9.25%	(52,052)	-0.56%
11	Academic Support	5,739,957	5.99%	5,952,074	6.00%	212,117	3.70%
12	Athletics	2,630,231	2.75%	2,827,700	2.85%	197,469	7.51%
13							
14	**Total Bdgt by Activity**	$95,816,400	100.00%	$99,213,000	100.00%	$3,396,600	3.54%
15	**By Expense Class:**						
16	Personnel Costs:						
17	Salaries:						
18	Faculty	$31,069,015	32.43%	$33,046,619	33.31%	$1,977,604	6.37%
19	Executive/Admin	3,400,382	3.55%	3,487,869	3.52%	87,487	2.57%
20	Managerial/Prof	8,520,670	8.89%	9,397,408	9.47%	876,738	10.29%
21	Classified	10,476,578	10.93%	10,989,447	11.08%	512,869	4.90%
22	Grad Assist	1,608,598	1.68%	1,680,051	1.69%	71,453	4.44%
23	Irregular Help	2,219,427	2.32%	2,351,274	2.37%	131,847	5.94%
24	Total Salaries	$57,294,670	59.80%	$60,952,668	61.44%	$3,657,998	6.38%
25	Personnel Benefits	19,409,893	20.26%	19,299,909	19.45%	(109,984)	-0.57%
26	Total Pers Costs	$76,704,563	80.05%	$80,252,577	80.89%	$3,548,014	4.63%
27	Operating Expense:						
28	Travel	781,702	0.82%	801,090	0.81%	19,388	2.48%
29	Utilities	3,270,867	3.41%	3,620,473	3.65%	349,606	10.69%
30	Insurance	585,889	0.61%	463,489	0.47%	(122,400)	-20.89%
31	Other Oper. Exp	11,470,365	11.97%	10,923,498	11.01%	(546,867)	-4.77%
32	Total Oper. Exp	$16,108,823	16.81%	$15,808,550	15.93%	($300,273)	-1.86%
33	Capital Outlay:						
34	Depart Equipment	740,850	0.77%	759,009	0.77%	18,159	2.45%
35	Library Acquisitions	2,262,164	2.36%	2,392,864	2.41%	130,700	5.78%
36	Total Cap Outlay	$3,003,014	3.13%	$3,151,873	3.18%	$148,859	4.96%
37	**Tot Bdgt by Exp Class**	$95,816,400	100.00%	$99,213,000	100.00%	$3,396,600	3.54%
38	Expenses from One-Time Funds	$1,140,800		$1,642,000		501,200	
39	**Activity Total**	$96,957,200		$100,855,000		$3,897,800	4.02%
40	**TOTAL FTE POSITIONS**	1,069.81		1,098.91		29.10	2.72%

UNIVERSITY OF IDAHO

Budget Distribution by Activity and Expense Class

July 1, 2006 - June 30, 2007

		FY2006 Original Budget		FY2007 Original Budget		Changes from Prior Year	
1							
2	**By Function/ Exp Class**	Amount	% of Total	Amount	% of Total	Amount	% Chge
3	**By Function:**						
4	Instruction	$59,418,432	46.44%	$60,279,814	45.06%	$861,382	1.45%
5	Research	6,146,177	4.80%	6,575,318	4.92%	429,141	6.98%
6	Public Service	3,500	0.00%	3,500	0.00%	0	0.00%
7	Library	7,265,537	5.68%	7,673,978	5.74%	408,441	5.62%
8	Student Services	8,674,808	6.78%	9,019,275	6.74%	344,467	3.97%
9	Physical Plant	20,146,929	15.75%	21,129,682	15.80%	982,753	4.88%
10	Institutional Support	15,412,695	12.05%	16,526,303	12.35%	1,113,608	7.23%
11	Academic Support	8,279,762	6.47%	9,827,470	7.35%	1,547,708	18.69%
12	Athletics	2,587,260	2.02%	2,736,060	2.05%	148,800	5.75%
13							
14	**Total Bdgt by Activity**	$127,935,100	100.00%	$133,771,400	100.00%	$5,836,300	4.56%
15	**By Expense Class:**						
16	Personnel Costs:						
17	Salaries:						
18	Faculty	$34,167,156	26.71%	$36,429,303	27.23%	$2,262,147	6.62%
19	Executive/Admin	4,311,584	3.37%	5,438,425	4.07%	1,126,841	26.14%
20	Managerial/Prof	9,682,518	7.57%	10,406,317	7.78%	723,799	7.48%
21	Classified	14,927,660	11.67%	15,839,522	11.84%	911,862	6.11%
22	Grad Assist	2,943,051	2.30%	3,097,415	2.32%	154,364	5.25%
23	Irregular Help	1,504,730	1.18%	1,455,455	1.09%	(49,275)	-3.27%
24	Total Salaries	$67,536,699	52.79%	$72,666,437	54.32%	$5,129,738	7.60%
25	Personnel Benefits	22,871,101	17.88%	24,498,563	18.31%	1,627,462	7.12%
26	Total Pers Costs	$90,407,800	70.67%	$97,165,000	72.64%	$6,757,200	7.47%
27	Operating Expense:						
28	Travel	649,783	0.51%	660,884	0.49%	11,101	1.71%
29	Utilities	5,333,060	4.17%	5,419,080	4.05%	86,020	1.61%
30	Insurance	1,075,800	0.84%	918,900	0.69%	(156,900)	-14.58%
31	Other Oper. Exp	25,319,257	19.79%	24,261,136	18.14%	(1,058,121)	-4.18%
32	Total Oper. Exp	$32,377,900	25.31%	$31,260,000	23.37%	($1,117,900)	-3.45%
33	Capital Outlay:						
34	Depart Equipment	1,438,801	1.12%	1,434,001	1.07%	(4,800)	-0.33%
35	Library Acquisitions	3,710,599	2.90%	3,912,399	2.92%	201,800	5.44%
36	Total Cap Outlay	$5,149,400	4.03%	$5,346,400	4.00%	$197,000	3.83%
37	**Tot Bdgt by Exp Class**	$127,935,100	100.00%	$133,771,400	100.00%	$5,836,300	4.56%
38	Expenses from One-Time Funds	$1,598,700		$1,162,000		($436,700)	
39	**Activity Total**	$129,533,800		$134,933,400		$5,399,600	4.17%
40	**TOTAL FTE POSITIONS**	1,173.14		1,205.03		31.89	2.72%

LEWIS-CLARK STATE COLLEGE

Budget Distribution by Activity and Expense Class

July 1, 2006 - June 30, 2007

		FY2006 Original Budget		FY2007 Original Budget		Changes from Prior Year	
1							
2	**By Function/ Exp Class**	Amount	% of Total	Amount	% of Total	Amount	% Chge
3	**By Function:**						
4	Instruction	$9,940,864	48.48%	$10,232,512	48.09%	$291,648	2.93%
5	Research	79,501	0.39%	93,615	0.44%	14,114	17.75%
6	Public Service	0	0.00%	0	0.00%	0	0.00%
7	Library	900,113	4.39%	968,005	4.55%	67,892	7.54%
8	Student Services	1,526,397	7.44%	1,699,910	7.99%	173,513	11.37%
9	Physical Plant	2,583,911	12.60%	2,683,042	12.61%	99,131	3.84%
10	Institutional Support	3,008,322	14.67%	3,020,807	14.20%	12,485	0.42%
11	Academic Support	1,767,563	8.62%	1,833,994	8.62%	66,431	3.76%
12	Athletics	700,429	3.42%	748,115	3.52%	47,686	6.81%
13							
14	**Total Bdgt by Activity**	$20,507,100	100.00%	$21,280,000	100.00%	$772,900	3.77%
15	**By Expense Class:**						
16	Personnel Costs:						
17	Salaries:						
18	Faculty	5,840,417	28.48%	6,046,548	28.41%	$206,131	3.53%
19	Executive/Admin	1,086,258	5.30%	1,073,617	5.05%	(12,641)	-1.16%
20	Managerial/Prof	2,342,928	11.42%	2,506,380	11.78%	163,452	6.98%
21	Classified	2,265,165	11.05%	2,328,843	10.94%	63,678	2.81%
22	Grad Assist	0	0.00%	0	0.00%	0	0.00%
23	Irregular Help	331,800	1.62%	346,400	1.63%	14,600	4.40%
24	Total Salaries	$11,866,568	57.87%	$12,301,788	57.81%	$435,220	3.67%
25	Personnel Benefits	4,399,458	21.45%	4,408,244	20.72%	8,786	0.20%
26	Total Pers Costs	$16,266,026	79.32%	$16,710,032	78.52%	$444,006	2.73%
27	Operating Expense:						
28	Travel	0	0.00%	0	0.00%	0	0.00%
29	Utilities	816,979	3.98%	887,979	4.17%	71,000	8.69%
30	Insurance	107,700	0.53%	110,000	0.52%	2,300	2.14%
31	Other Oper. Exp	2,973,595	14.50%	3,175,189	14.92%	201,594	6.78%
32	Total Oper. Exp	$3,898,274	19.01%	$4,173,168	19.61%	$274,894	7.05%
33	Capital Outlay:						
34	Depart Equipment	94,000	0.46%	94,000	0.44%	0	0.00%
35	Library Acquisitions	248,800	1.21%	302,800	1.42%	54,000	21.70%
36	Total Cap Outlay	$342,800	1.67%	$396,800	1.86%	$54,000	15.75%
37	**Tot Bdgt by Exp Class**	$20,507,100	100.00%	$21,280,000	100.00%	$772,900	3.77%
38	Expenses from One-Time Funds	$280,400		$126,700		(153,700)	
39	**Activity Total**	$20,787,500		$21,406,700		$619,200	2.98%
40	**TOTAL FTE POSITIONS**	273.51		283.14		9.63	3.52%

BOISE STATE UNIVERSITY
FY2007 BUDGET OVERVIEW
GENERAL EDUCATION

FY 2006 Operating Budget	$112,437,400
Net Base Budget Changes-	
Remove one time funds (27th payroll)	(1,228,000)
Mid-Year 3% increase	925,600
Base Reductions	(7,400)
Health Insurance rebate	(1,478,500)
FY 2007 Increases -	
State Funded CEC Increase & Personnel Benefits	1,845,400
Equity Funding	2,190,300
Risk Mgmt/Controller/Treasurer Fees	88,100
Enrollment Workload Adjustment	534,800
General Inflation	537,700
Utility Increases	336,500
Occupancy Funding	411,400
Changes in Student Tuition & Fee Revenue	2,327,200
FY 2007 Operating Budget	**$118,920,500**

General Information

Boise State University's FY 2007 General Account budget has a net increase of $4,155,900 from the prior year. The general education student tuition increase will result in projected new revenue of $2,327,200. The total permanent increase in funding to support university operations in FY 2007 is $6,483,100.

State funding was provided in January 2006 for a 3% Employee Compensation (CEC). This funding was extremely valuable to ease specific compensation issues across campus. In addition, the Legislature approved funding for enrollment workload adjustment, an inflationary increase, occupancy funding for academic facilities, library acquisitions and utility increases. And of particular importance is the resolution on equity funding; Boise State was grateful to receive $2.1 million in ongoing funding.

BOISE STATE UNIVERSITY – Overview continued

The equity funding, together with funding for enrollment workload will be used to address significant salary competitiveness issues for faculty and staff. A study on faculty salary equity has been completed that shows considerable adjustments needed, particularly in the full professor ranks. While we will not be able to address all salary issues for faculty, we will be able to address the most egregious. Boise State is also embarking on a professional staff compensation study in early FY 2007. As a result of this study, we anticipate needing to adjust compensation in targeted positions.

Boise State University held an open student tuition/fee hearing in February and a subsequent meeting of the University's Executive Budget Committee (members include faculty representatives, student leaders, faculty and staff representatives and vice presidents). After careful deliberation and extensive discussion, an overall 7.3% student tuition/fee increase was approved by The State Board of Education at the April 2006 meeting. Revenues received from the tuition increase will be used primarily for faculty positions, converting some adjunct faculty to permanent special lecturers, graduate assistantships and other academic initiatives. Revenues received from the strategic facilities fee will be used to fund new facilities on campus.

During FY 2006, Boise State continued to work through the activities of "Charting the Course." A 40+ person team, represented by faculty, staff and students engaged in a discovery process to develop goals, actions and strategies to operationalize our vision.

Boise State's aspiration of becoming a Metropolitan Research University of Distinction is also taking shape in the campus master plan which was made public in September. While Boise State grows to accommodate demands of increasing enrollments and new course and degree offerings, the master plan supports the over-arching goals of public engagement, academic excellence, vibrant culture and exceptional scholarship.

Boise State University continues to work on other initiatives aimed to improve the quality of the learning experience for students, improve the academic success of students and encourage the best and brightest students to attend Boise State University and have committed funding to these important endeavors.

Although future year funding challenges are real and complex for Boise State, our existing institutional values and core beliefs position us well to be a university where public engagement, academic excellence, vibrant culture and exceptional scholarship are Boise State's defining characteristics.

Boise State University

AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2007

GENERAL EDUCATION

APPROPRIATED FUNDS ONLY

		FTE	AMOUNT
1	**FUNDS AVAILABLE:**		
2	FY06 On-going Operating Budget		$112,437,400
3	Adjustments:		
4	Remove 27th pay period		(1,228,000)
5	Mid year 3%		925,600
6	Base Reductions - system wide needs		(7,400)
7	FY07 Operating Budget Base		$112,127,600
8			
9	Additional Funding for FY07:		
10	State support:		
11	Personnel Benefits		360,300
12	Health Insurance Rebate		(1,478,500)
13	General Inflation (OE and CO)		537,700
14	Risk Mgmt/Controller/Treasurer Fees		88,100
15	Enrollment Workload		534,800
16	CEC		1,485,100
17	Utility Cost increases		336,500
18	Changes in Student Fee Revenue		2,327,200
19	Occupancy		411,400
20	Equity Funding		2,190,300
21	Total Additional Funding Above Base		$6,792,900
22			
23	Total Funds Available for FY07		$118,920,500
24			
25	**ALLOCATION OF FUNDS:**		
26	**FY06 Original Operating Budget**	1,201.04	$112,437,400
27			
28	Adjustments:		
29	Eliminate 27th pay period		(1,228,000)
30			
31	**FY07 Operating Budget Base**	1,201.04	$111,209,400
32	**MCO Increases:**		
33	MCO Increases to Budget Base (Excl Nonstd Adj):		
34	Salary Adjustments-CEC, Promotions, Other		
35	Faculty		$2,444,842
36	Executive/Administrative		332,751
37	Managerial/Professional		730,942
38	Classified		618,501
39	Irregular Help		153,984
40	Graduate Assistants/Student Help		380,181
41	Total	0.00	$4,661,201
42			
43	Inflationary Increases:		
44	OE and CO		$534,550
45	Library Acquisitions		201,300
46	Utilities		306,500
47	Total Inflationary Increases		$1,042,350
48	**Total MCO Increases**	0.00	$5,703,551
49			
50	**Other Adjustments/Allocations of Funds:**		
51			
52	Occupancy Funding (custodial and utilities)		411,400
53	Faculty	6.00	$498,220
54	Executive/Administrative positions	(1.14)	(142,883)
55	Professional/Support Staff	16.04	593,014
56	Classified Staff	8.17	149,541
57	Pooled Funds for academic and strategic initiatives (from equity funding)		909,657
58			
59	**Total Other Adjustments**	29.07	$2,007,549
60			
61	**Total Additional Funds**	29.07	$7,711,100
62			
63	**FY07 Original Operating Budget**	**1,230.11**	**$118,920,500**

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IDAHO STATE UNIVERSITY
FY2007 BUDGET OVERVIEW
GENERAL EDUCATION

The FY07 overall on-going operating budget ($99,213,000) represents an increase of 3.54% over FY06. State appropriations increased by $3,554,800 (including $94,600 increase of State Endowment funding) which is a 5.6% increase. Revenue generated by student fees decreased .49% ($158,200). The increase in State appropriations included "equity funding" in the amount of $1,672,600. Additionally, a one-time State appropriation for instructional and instruction related capital equipment replacement was received ($1,642,000).

House Bill 844 provided for a 3% increase in personnel costs. Consistent with current law, all salary increases were based on merit. ISU used various funding sources to accommodate academic promotions ($201,195), and faculty salary equity issues ($634,568).

Faculty salary equity increases were determined by using the Oklahoma faculty salary study and other market considerations. The objective was to bring salaries to a level that is 85% of the median salary (FY05) for that discipline and rank. Deans/Department Chairs used this market data and other performance considerations to determine the individual increases.

Through the equity funding, enrollment workload, and institutional reallocation, we were able to expand instructional offerings in key areas including programs in Mass Communications, Audiology Doctorate, Nursing-Assoc Degree, and other programs where there is student/public demand ($254,172). In response to accreditation recommendations, two faculty and one lab tech were added to the engineering program ($223,394).

Funding was also provided for:

1. Additional support staffing/resources for the Boise Center expansion ($190,504).
2. Continuation of the athletic gender equity plan ($90,000).
3. Increased institutional research support ($90,011).
4. Increased Academic Support staffing ($136,093)
5. Other misc. additions to respond to needs.

Idaho State University

AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2007

GENERAL EDUCATION

APPROPRIATED FUNDS ONLY

		FTE	AMOUNT
1	**FUNDS AVAILABLE:**		
2	FY06 On-going Operating Budget		$95,816,400
3	Adjustments:		
4	One-time Funding		0
5	Health Insurance Rebate		(1,366,500)
6	FY07 Operating Budget Base		$94,449,900
7			
8	Additional Funding for FY07:		
9	Personnel Benefits		$335,800
10	Risk Mgmt/Controller/Treasurer Fees		23,700
11	Change in Employee Compensation		2,044,000
12	Inflation		768,500
13	Equity Funding		1,672,600
14	Changes in Student Fee Revenue		(158,200)
15	Enrollment Workload Adjustment		76,700
16	Total Additional Funding Above Base		$4,763,100
17			
18	Total Funds Available for FY07		$99,213,000
19			
20	**ALLOCATION OF FUNDS:**		
21	**FY06 Original Operating Budget**	1,069.81	$95,816,400
22	Adjustments:		
23	One-time Funding		
24	Base Reduction for Insurance, St Controller Fees		
25	Net Base Reduction		0
26	**FY07 Operating Budget Base**	1,069.81	$95,816,400
27	**MCO Increases:**		
28	MCO Increases to Budget Base (Excl Nonstd Adj):		
29	Salary Adjustments-CEC, Prom, Other		
30	Faculty		$1,928,992
31	Executive/Administrative		$261,365
32	Managerial/Professional		$334,713
33	Classified		$415,275
34	Irregular Help		$0
35	Graduate Assistants		$119,938
36	Total Changes to Existing Positions	0.00	$3,060,283
37			
38	Inflationary Increases:		
39	OE and CO		$373,300
40	Fringe Benefits		(1,030,700)
41	Library Acquisitions		130,700
42	Total Inflationary Increases		($526,700)
43	**Total MCO Increases**	0.00	$2,533,583
44			
45	**Other Adjustments/Allocations of Funds:**		
46	Instruction		
47	Nursing-Assoc Deg	1.00	$67,854
48	Audiology	1.00	61,791
49	College of Arts & Sci	2.00	124,527
50	College of Engineering	3.00	223,394
51	Boise Center Support Staff	4.00	190,504
52	Academic Support	1.50	65,070
53	Athletics	4.50	90,000
54	Instructional Technology	1.00	71,023
55	Student Services Recruitment/Advising	1.00	21,937
56	Institutional Research	1.00	90,011
57	Misc. Reallocations	9.10	(143,094)
58	**Total Other Adjustments**	29.10	$863,017
59			
60	**Total Additional Funds**	29.10	$3,396,600
61			
62	**FY07 Original Operating Budget**	**1,098.91**	**$99,213,000**

UNIVERSITY OF IDAHO
FY2007 BUDGET OVERVIEW
GENERAL EDUCATION

The FY2007 operating budget for General Education totals $134,933,400, which includes one-time equipment funding of $1,162,000. Overall, this is a 4.2% increase compared to the FY2006 budget of $129,533,800. Without the one-time equipment funds, the overall increase would be 3.3%.

University of Idaho student leadership assisted with an integral component for the FY07 operating budget with their solid support throughout the fee increase process and with their support of activities that will strengthen and enhance the student experience here at the university. It is a crucial time for higher education in our state and throughout the nation. Support from our students, the Idaho legislature, the Governor, and the State Board of Education/Board of Regents is vital to our continued success and strategic advancement, and we are grateful for it. We especially acknowledge the support provided to end the inter-institutional equity issue.

Other fee components contained within the proposal that the Board approved in April 2006 were increases in the professional fees that are dedicated to programs in the College of Law and the College of Art and Architecture. Those increases, which are components of multi-year plans, will enable the colleges to sustain programs and services at levels that ensure quality and continued accreditation.

In January the Governor and the legislature initiated a mid-year compensation increase that was exceptionally important. Funding in the FY07 operating budget annualizes those mid-year raises. Compensation has fallen significantly behind most surrounding states and peer institutions and remains a major financial challenge for the University of Idaho, along with other state institutions and agencies.

FY2007 funding also provided much-needed resources for equipment replacement, library acquisitions and utilities. Funding for sustaining these maintenance issues and for facility renewal and upgrade remains a high priority for the university.

Other allocations include faculty positions in Engineering and Science, funding for Student International Education Grants, support for Communications and Enrollment Management Programs and support staff for campus operations. Additional details of the FY07 allocations are shown on the attached allocation summary.

University of Idaho

AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2007

GENERAL EDUCATION

APPROPRIATED FUNDS ONLY

		FTE	AMOUNT
1	**FUNDS AVAILABLE:**		
2	FY06 On-going Operating Budget		$129,533,800
3	Adjustments:		
4	Eliminate 27th payroll (one-time funds)		(1,598,700)
5	Mid-Year 3% CEC		941,100
6	Base Reduction for System-wide Needs		(9,500)
7	FY07 Operating Budget Base		$128,866,700
8			
9	Additional Funding for FY07:		
10	Personnel Benefits		$293,300
11	Risk Mgmt/Controller/Treasurer Fees		(40,100)
12	General Inflation		460,700
13	Replacement Items: Library Materials		201,800
14	CEC Annualization (Mid-Year 3% CEC)		1,427,300
15	Enrollment Workload Adjustment		(114,100)
16	External Non-standard Adjustments		456,300
17	Changes in Student Fee Revenue		2,219,500
18	Total Additional Funding Above Base		$4,904,700
19			
20	Total Funds Available for FY07		$133,771,400
21			
22	**ALLOCATION OF FUNDS:**		
23	**FY06 Original Operating Budget**	1,173.14	$129,533,800
24	Adjustments:		
25	Eliminate 27th payroll (1-time funds)		(1,598,700)
26	Base Reduction for System-wide Needs		(9,500)
27	Net Base Reductions		(221,500)
28	**FY07 Operating Budget Base**	1,173.14	$127,704,100
29	**MCO Increases:**		
30	MCO Increases to Budget Base (Excl Nonstd Adj):		
31	Salary Adjustments-CEC, Prom, Other		
32	Faculty		$2,363,887
33	Executive/Administrative		144,360
34	Managerial/Professional		554,046
35	Classified		931,942
36	Graduate Assistants		133,365
37	Total Changes to Existing Positions	0.00	$4,127,600
38			
39	Inflationary Increases:		
40	Utilities and Library Materials	1.00	$421,000
41	Risk Management/State Controller		(40,100)
42	Fringe Benefits		293,300
43	Total Inflationary Increases		$674,200
44	**Total MCO Increases**	1.00	$4,801,800
45			
46	**Other Adjustments/Allocations of Funds:**		
47	Engineering and Science Programs	3.00	$331,400
48	Support Staff and Campus Operations	3.00	246,800
49	Student International Education Grants		91,200
50	NCAA Programs, Gender Equity, Athletics		68,300
51	Communications and Enrollment Management Programs	2.00	245,000
52	Professional Fees: Law and Architecture Programs	2.00	282,800
53	Other adjustments/internal reallocations	20.89	
54	**Total Other Adjustments**	30.89	$1,265,500
55			
56	**Total Additional Funds**	31.89	$6,067,300
57			
58	**FY07 Original Operating Budget**	**1,205.03**	**$133,771,400**

Lewis Clark State College
FY2007 Budget Overview
General Education

Lewis-Clark State College (LCSC) has prepared a budget for FY2007 that continues to strengthen its core mission of offering undergraduate instruction in the liberal arts and sciences, professional areas tailored to the educational needs of Idaho, applied technical programs which support the state and local economy and other educational programs designed to meet the needs of Idahoans. Our goal is to build on the successful strategic planning process began five years ago that provides for a quality educational experience for our students, faculty, staff and visitors. This budget is aimed at strengthening services, plant and equipment to accommodate the enrollment growth on both the main campus, Coeur d'Alene and other outreach centers around the state.

The growth in enrollment has resulted in additional positions in both academic programs, community programs and student services which are being funded in this budget. These positions are designed to support the student experience in the classroom as well as in areas such as admissions and advising.

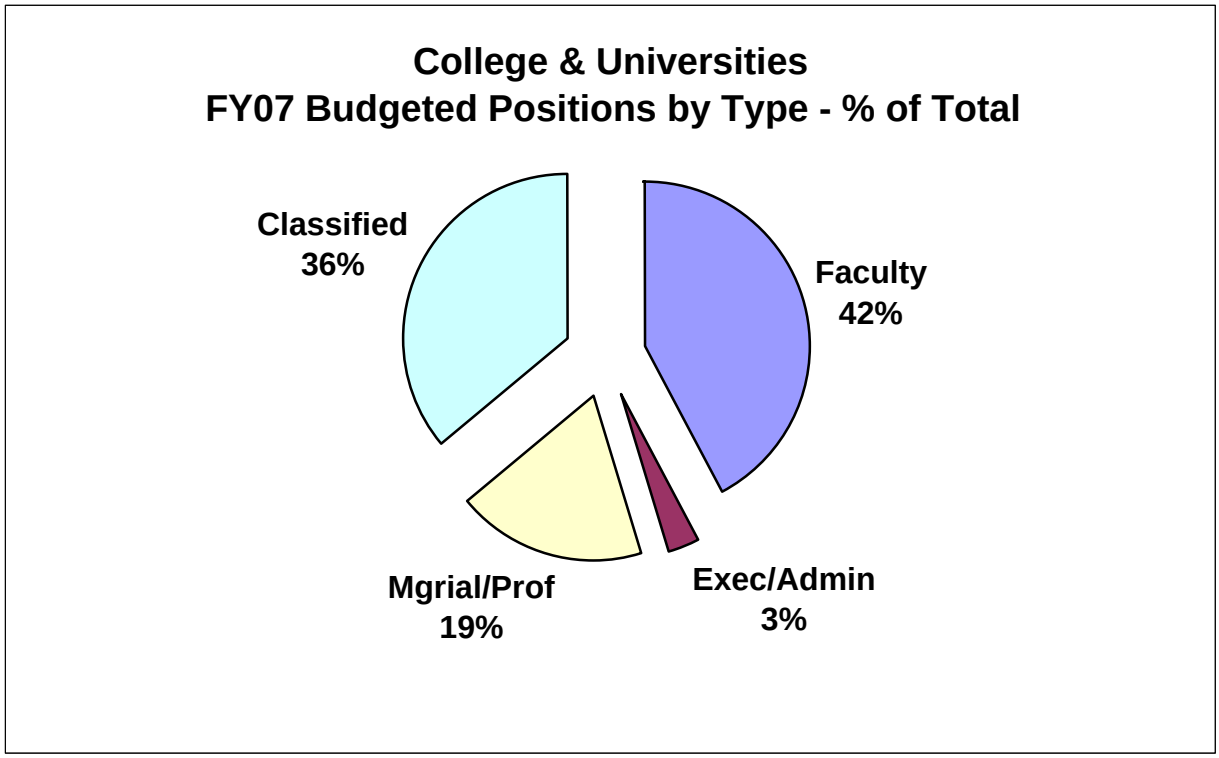
For the third consecutive year, new funds have been allocated to the Library, as recommended by the College's accreditation report. These funds are in addition to the funding specially provided to the Library through the legislative process.

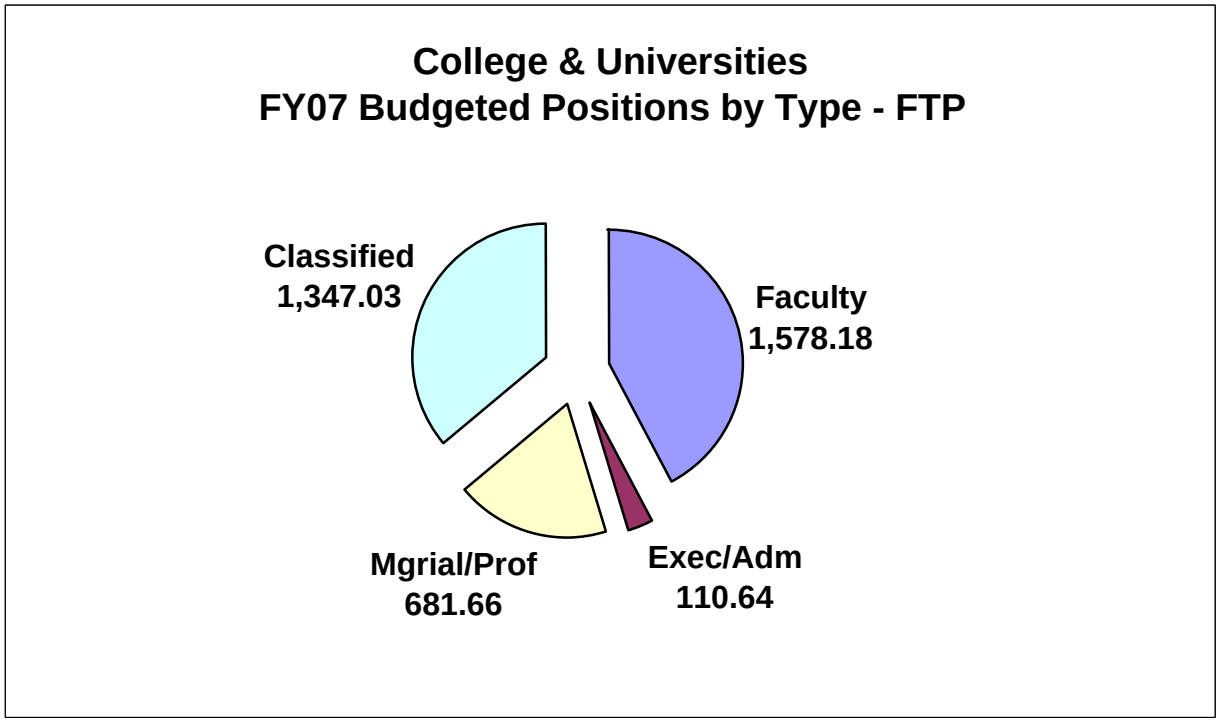
Strategic goals of the College which have been identified and formalized through the strategic planning process have also been funded including the Strategic Enrollment Plan, Year 1 and improvements to the Testing Center. In addition, the number one campus priority of employee compensation has been budgeted to help address merit, promotions and salary equity issues.

Lewis Clark State College

AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2007
GENERAL EDUCATION
APPROPRIATED FUNDS ONLY

		FTE	AMOUNT
1	**FUNDS AVAILABLE:**		
2	FY06 On-going Operating Budget		$20,507,100
3	Adjustments:		
4	One-time Funding		(280,400)
5	Supplemental - 3% Employee Compensation		162,000
6	Base Reduction (Technology & HERC Grants)		(1,400)
7	FY07 Operating Budget Base		$20,387,300
8			
9	Additional Funding for FY07:		
10	Change in Employee Compensation		$225,400
11	Personnel Benefits		75,200
12	Health Insurance Rebate		(305,700)
13	Risk Mgmt/Controller/Treasurer Fees		66,200
14	New Occupancy Costs		51,200
15	One-Time Replacement Items		126,700
16	Changes in Student Fee Revenue		534,200
17	Other Funding Changes		246,200
18	Total Additional Funding Above Base		$1,019,400
19			
20	Total Funds Available for FY07		$21,406,700
21			
22	**ALLOCATION OF FUNDS:**		
23	**FY06 Original Operating Budget**	273.51	$20,507,100
24	Adjustments:		
25	One-time Funding		(280,400)
26	Supplemental - 3% Employee Compensation		162,000
27	Base Reduction (Technology & HERC Grants)		(1,400)
28	Net Base Reduction		($119,800)
29	**FY07 Operating Budget Base**	273.51	$20,387,300
30	**MCO Increases:**		
31	MCO Increases to Budget Base (Excl Nonstd Adj):		
32	Salary Adjustments-CEC, Prom, Other		
33	Faculty		$155,756
34	Executive/Administrative		23,436
35	Managerial/Professional		63,285
36	Classified		71,995
37	Irregular Help		
38	Graduate Assistants		
39	Total Changes to Existing Positions	0.00	$314,472
40			
41	Inflationary Increases:		
42	OE and CO		$53,900
43	Fringe Benefits		75,200
44	Library Acquisitions		14,900
45	Total Inflationary Increases		$144,000
46	**Total MCO Increases**	0.00	$458,472
47			
48	**Other Adjustments/Allocations of Funds:**		
49	Instruction		
50	Natural Sciences	0.75	37,358
51	Humanities	1.00	35,783
52	Business	1.04	50,170
53	Social Work	0.09	1,499
54	Nursing	0.75	12,358
55	Outreach	0.80	27,994
56	Library		44,100
57	College Marketing		20,000
58	Grants & Contracts	0.12	4,965
59	Community Programs	0.25	15,272
60	Student Services	1.44	33,307
61	Student Life	1.00	28,000
62	Institutional Support	1.07	48,824
63	Athletics	0.32	40,608
64	Academic Support	1.00	33,990
65	One-time Replacement Items		126,700
66			
67	Total Other Adjustments	9.63	560,928
68			
69	**Total Additional Funds**	**9.63**	**$1,019,400**
70			
71	**FY07 Original Operating Budget**	**283.14**	**$21,406,700**


College & Universities
FY07 Budgeted Positions by Type - % of Total
Classified
36%
Faculty
42%
Mgrial/Prof
19%
Exec/Admin
3%


College & Universities
FY07 Budgeted Positions by Type - FTP
Classified
1,347.03
Faculty
1,578.18
Mgrial/Prof
681.66
Exec/Adm
110.64

COLLEGE & UNIVERSITIES
Operating Budget Personnel Costs Summary
July 1, 2006 - June 30, 2007

	Classification	FY2006 Operating Budget FTE	Salaries	Benefits	Total	FY2007 Operating Budget FTE	Salaries	Benefits	Total
	BOISE STATE UNIVERSITY								
1	Faculty	519.46	$36,015,918	$12,425,492	$48,441,410	525.46	$38,658,981	$12,757,464	$51,416,445
2	Executive/Administrative	31.08	3,249,802	1,121,507	4,371,309	29.94	3,439,670	1,135,091	4,574,761
3	Managerial/Professional	269.63	13,269,166	4,577,862	17,847,028	285.67	14,593,122	4,815,730	19,408,852
4	Classified	380.87	10,044,164	3,816,782	13,860,946	389.04	10,497,013	3,673,955	14,170,968
5	Irregular Help		1,856,627	303,439	2,160,066		2,010,611	296,950	2,307,561
6	Graduate Assistants		2,222,685	88,908	2,311,593		2,602,866	104,114	2,706,980
7	TOTAL	1,201.04	$66,658,362	$22,333,990	$88,992,352	1,230.11	$71,802,263	$22,783,304	$94,585,567
8				Number of New Positions		29.07			
9									
10									
11	IDAHO STATE UNIVERSITY								
12	Faculty	455.46	$31,069,015	$9,952,729	$41,021,744	462.93	$33,046,619	$9,796,051	$42,842,670
13	Executive/Administrative	29.42	3,400,382	936,215	4,336,597	28.49	3,487,869	895,253	4,383,122
14	Managerial/Professional	177.64	8,520,670	3,127,639	11,648,309	191.74	9,397,408	3,205,731	12,603,139
15	Classified	407.29	10,476,578	5,323,067	15,799,645	415.75	10,989,447	5,196,342	16,185,789
16	Irregular Help		2,219,427	56,248	2,275,675		2,351,274	197,628	2,548,902
17	Graduate Assistants		1,608,598	13,995	1,622,593		1,680,051	8,904	1,688,955
18	TOTAL	1,069.81	$57,294,670	$19,409,893	$76,704,563	1,098.91	$60,952,668	$19,299,909	$80,252,577
19				Number of New Positions		29.10			
20									
21									
22	UNIVERSITY OF IDAHO								
23	Faculty	493.01	$34,167,156	$10,962,964	$45,130,120	501.73	$36,429,303	$11,862,213	$48,291,516
24	Executive/Administrative	36.87	4,311,584	1,226,532	5,538,116	42.72	5,438,425	1,530,132	6,968,557
25	Managerial/Professional	172.57	9,682,518	3,484,557	13,167,075	183.02	10,406,317	3,685,560	14,091,877
26	Classified	470.69	14,927,660	6,866,672	21,794,332	477.56	15,839,522	7,098,593	22,938,115
27	Irregular Help	0.00	1,504,730	300,946	1,805,676	0.00	1,455,455	291,091	1,746,546
28	Graduate Assistants	0.00	2,943,051	29,430	2,972,481	0.00	3,097,415	30,974	3,128,389
29	TOTAL	1,173.14	$67,536,699	$22,871,101	$90,407,800	1,205.03	$72,666,437	$24,498,563	$97,165,000
30				Number of New Positions		31.89			
31									
32									
33	LEWIS CLARK STATE COLLEGE								
34	Faculty	116.66	$5,840,417	$2,004,299	$7,844,716	118.41	$6,046,548	$2,011,131	$8,057,679
35	Executive/Administrative	13.90	1,086,258	330,385	1,416,643	13.90	1,073,617	315,397	1,389,014
36	Managerial/Professional	55.52	2,342,928	901,707	3,244,635	60.02	2,506,380	927,035	3,433,415
37	Classified	87.43	2,265,165	1,131,647	3,396,812	90.81	2,328,843	1,121,981	3,450,824
38	Irregular Help	0.00	331,800	31,420	363,220	0.00	346,400	32,700	379,100
39	Graduate Assistants	0.00	0	0	0	0.00	0	0	0
40	TOTAL	273.51	$11,866,568	$4,399,458	$16,266,026	283.14	$12,301,788	$4,408,244	$16,710,032
41				Number of New Positions		9.63			
42									
43									
44	TOTAL COLLEGE & UNIVERSITIES								
45	Faculty	1,584.59	$107,092,506	$35,345,484	$142,437,990	1,608.53	$114,181,451	$36,426,859	$150,608,310
46	Exec/Admin	111.27	12,048,026	3,614,639	15,662,665	115.05	13,439,581	3,875,873	17,315,454
47	Mgrial/Prof	675.36	33,815,282	12,091,765	45,907,047	720.45	36,903,227	12,634,056	49,537,283
48	Classified	1,346.28	37,713,567	17,138,168	54,851,735	1,373.16	39,654,825	17,090,871	56,745,696
49	Irregular Help	0.00	5,912,584	692,053	6,604,637	0.00	6,163,740	818,369	6,982,109
50	Graduate Assistants	0.00	6,774,334	132,333	6,906,667	0.00	7,380,332	143,992	7,524,324
51	TOTAL	3,717.50	$203,356,299	$69,014,442	$272,370,741	3,817.19	$217,723,156	$70,990,020	$288,713,176
52				Number of New Positions		99.69			

BOISE STATE UNIVERSITY

Detail of Personnel Changes

July 1, 2006 - June 30, 2007

					FUNDING SOURCE		
1	Department	Description	FTE	Amount	EWA	Other Allocations	Base Reallocation
2	**Faculty**						
3	Arts and Sciences		4.96	484,835	300,000		184,835
4	Social Sciences and Public Affairs		0.76	26,710	80,000		-53,290
5	Education		0.97	43,564	80,000		-36,436
6	Engineering		0.38	14,367	100,000		-85,633
7	Health Sciences		0.68	37,072	75,000		-37,928
8	Research		-1.75	-114,671	0		-114,671
9	Student Services		-1.00	-77,751			-77,751
10	Institutional Support		1.00	84,095	9,962		74,133
11	**Subtotal Faculty**		**6.00**	**498,221**	**644,962**	**0**	**-146,741**
12	Executive/Administrative						
13	Academic Support		-1.00	-119,767			
14	Auxiliary Enterprises		-0.14	-23,116			
15	**Subtotal Executive/Administrative**		**-1.14**	**-142,883**	**0**	**0**	**0**
16	Managerial /Professional						
17	Arts & Sciences		0.52	1,278	0		1,278
18	Social Sciences and Public Affairs		-0.06	-2,070			
19	Education		0.01	1,089	0		1,089
20	Engineering		-0.92	-38,263	0		-38,263
21	Health Sciences		-0.50	-15,798	-21,229		5,431
22	General Studies		1.12	46,130			
23	Extended Studies		-0.12	-3,939			
24	Research		0.37	17,579	0		17,579
25	Public Service		-0.50	-30,743	0		-30,743
26	Student Services		2.59	114,555	120,000		-5,445
27	Physcial Plant		3.00	136,533	0		136,533
28	Institutional Support		9.28	552,796	0		552,796
29	Academic Support		2.49	-111,467	0		-111,467
30	Auxiliary Enterprises		-1.24	-74,666			
31	**Subtotal Managerial/Professional**		**16.04**	**593,014**	**98,771**	**0**	**528,788**
32		Total Exempt	20.90	948,352	743,733	0	382,047
33	Classified						
34	Arts and Sciences		1.44	39,618	20,000		19,618
35	Social Sciences and Public Affairs		-0.25	-6,598	0		-6,598
36	Business and Economics		0.18	3,031	0		3,031
37	Education		0.52	15,252			
38	Engineering		2.33	74,839			
39	Health Sciences		-0.25	-6,542	10,000		-16,542
40	General Studies		-0.75	-20,140	0		-20,140
41	Library		2.20	54,261	0		54,261
42	Student Services		-0.25	-6,022	100,000		-106,022
43	Physical Plant		4.00	52,900	32,000		20,900
44	Institutional Support		2.10	31,322	0		31,322
45	Academic Support		-3.10	-82,380	0		-82,380
46	**Subtotal Classified**		**8.17**	**149,541**	**162,000**	**0**	**-102,550**
47	**Total Increases/(Decreases)**		**29.07**	**1,097,893**	**905,733**	**0**	**279,497**
48	SUMMARY:						
49	Faculty		6.00	498,221			
50	Executive/Administrative		-1.14	-142,883			
51	Managerial/Professional		16.04	593,014			
52	Classified		8.17	149,541			
53	**Total**		**29.07**	**1,097,893**			

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IDAHO STATE UNIVERSITY
Detail of Personnel Changes
July 1, 2006 - June 30, 2007

	Department	Description	FTE	Amount	FUNDING SOURCE MCO	Other Allocations	Base Reallocation
	Faculty						
1	Physics	Lecturer	1.00	37,107			37,107
2	Communications	Assistant Professor	1.00	46,568	46,568		
3	Sociology	Assistant Professor	1.00	44,013	44,013		
4	Engineering	Assistant Professor	1.00	60,008	60,008		
5	Engineering	Assistant Professor	1.00	60,008	60,008		
6	Audiology	Clinical Assistant Professor	1.00	45,011	45,011		
7	Dental Hygiene	Associate Professor	1.00	66,165			66,165
8	Dental Hygiene	Associate Professor	1.00	74,173			74,173
7	Pharmacy	Clinical Assistant Professor	(1.00)	(67,760)			(67,760)
8	College of Technology	Instructor	1.00	50,003	50,003		
9	Misc:		(0.53)	(9,713)	0	0	(9,713)
		Subtotal Faculty	7.47	$405,583	$305,611	$0	$99,972
	Executive/Administrative						
1	Graduate School	Dean	0.08	7,694			7,694
2	Miscellaneous		(1.01)	-90,002	0	0	-90,002
		Subtotal Executive/Administrative	(0.93)	($82,307)	$0	$0	($82,307)
	Managerial/Professional						
1	ITRC	Instructional Technician	1.00	53,560	53,560		
2	Engineering	Lab Technician	1.00	50,003	50,003		
3	Boise Center	Director of Health & Tech Prog	0.50	30,004			30,004
4	Environmental Safety	Assist Radiation Safety Officer	0.70	34,303			34,303
5	Instruc Tech Center	Academic Prog Coordinator	0.58	17,987			17,987
6	Continuing Education	Director Sawtooth Sci Inst	0.50	18,470	18,470		
7	Institutional Research	Computer Analyst	1.00	34,507	34,507		
8	Physical Plant	Environmental Specialist	1.00	41,621			41,621
9	President Office	Public Information Specialist	(1.00)	-33,488			-33,488
10	Financial Services	Accountant	1.00	32,011			32,011
11	Human Resources	Human Resources Advisor	(1.00)	-34,445			-34,445
12	Health Science	Admissions Counselor	1.00	36,504			36,504
13	Computer Services	Lead IT Systems Analyst	1.00	54,018			54,018
14	Computer Services	Learning Mgt System Admin	1.00	50,004			50,004
15	Athletics	Compliance Director	0.50	16,006	16,006		
16	Athletics	Video Coordinator	1.00	28,018	28,018		
17	Athletics	Media Relations Assistant	0.50	18,002	18,002		
18	Athletics	Assist Track Coach	0.50	-999	-999		
19	Athletics	Assistant Football Coach	0.50	7,686	7,686		
20	Athletics	Assist Women's Basketball Coach	1.00	24,003	24,003		
21	Athletics	Assist Men's Basketball Coach	1.00	24,003	24,003		
22	Misc.		0.82	66,248	2,949	0	63,299
		Subtotal Managerial/Professional	14.10	$568,026	$276,208	$0	$291,818

IDAHO STATE UNIVERSITY
Detail of Personnel Changes
July 1, 2006 - June 30, 2007

	Department	Description	FTE	Amount	FUNDING SOURCE MCO	Other Allocations	Base Reallocation
	Classified						
1	Professional Development	Office Specialist 2	0.50	9,537			9,537
2	College of Education	Equipment Room Attendant	(0.58)	-9,288			-9,288
3	Nursing	IT Support Technician	0.50	11,991			11,991
4	Dental Hygiene	Administrative Assistant 1	1.00	22,880			22,880
5	Boise Center	IT System Info Tech Senior	1.00	31,720	31,720		
6	Boise Center	Administrative Assistant I	1.00	22,880	22,880		
7	Boise Center	Office Specialist 2	1.00	19,074	19,074		
8	Boise Center	Office Specialist 2	1.00	19,074	19,074		
9	College of Technology	Instructional Assistant	0.50	12,074			12,074
10	Office of Research	Office Specialist 2	0.53	10,109			10,109
11	Accelerator Center	Administrative Assistant 2	(0.75)	-21,590			-21,590
12	Institutional Research	Office Specialist 2	1.00	19,074			19,074
13	Hispanic Recruitment	Office Specialist 2	1.00	21,070	13,232		7,839
14	Maintenance	Maintenance Craft Senior	1.00	22,360			22,360
15	President's Office	Administrative Assistant 2	1.00	28,059			28,059
16	Financial Services	Financial Technician	(1.00)	-24,544			-24,544
17	Human Resources	Human Resource Assoc	1.00	24,960			24,960
18	Events	Administrative Assistant 2	(1.00)	-23,982			-23,982
19	Events	Financial Support Technician	0.75	14,742			14,742
20	Computer Services	IT Programmer Analysis/Assoc	1.00	30,139	30,139		
21	Computer Services	IT Systems Analyst	(1.00)	-49,754			-49,754
22	Computer Services	IT Systems Analyst	(1.00)	-34,507			-34,507
23	Academic Affairs	Administrative Assistant 1	1.00	22,381	22,381		
24	Athletics	Office Specialist 1	(0.50)	-8,050	-8,050		
25	Misc:		(0.49)	-21,438	9,624	0	-31,062
		Subtotal Classified	8.46	$148,971	$160,074	$0	($11,103)
		Total Increases	29.10	$1,040,273	$741,893	$0	$298,380

SUMMARY:		
Faculty	7.47	$405,583
Executive/Administrative	(0.93)	(82,307)
Managerial/Professional	14.10	568,026
Classified	8.46	148,971
	29.10	$1,040,273

UNIVERSITY OF IDAHO
Operating Budget Personnel Cost Summary
July 1, 2006 through June 30, 2007

					Funding Source		
	Department	Description	FTE	Amount	MCO	Other Allocations	Base Reallocation
	Faculty						
1	A & A	Art & Design	(1.00)	(33,571)			(33,571)
2	Business & Econ	Mgmt & Marketing	1.00	41,226			41,226
3	Business & Econ	Economics, Finance & Info	1.00	51,501			51,501
4	CLASS	JAMM	1.00	42,515			42,515
5	CLASS	English	0.25	9,063			9,063
6	CLASS	English	0.25	10,582			10,582
7	CLASS	English	0.25	9,646			9,646
8	CLASS	Psychology	1.00	48,006			48,006
9	CLASS	Psychology	0.50	22,948			22,948
10	CLASS	Sociology/Anthropology	1.00	46,010			46,010
11	Education	CASPEL	1.00	53,518			53,518
12	Education	CASPEL	0.50	25,490			25,490
13	Education	Curriculum & Instruction	0.85	64,872			64,872
14	Education	Curriculum & Instruction	0.69	32,748			32,748
15	Education	ACTE	0.60	34,009			34,009
16	Engineering	Electrical & Computer Engr	1.00	97,989		97,989	0
17	Engineering	Computer Science	(0.83)	(80,956)			(80,956)
18	Engineering	Computer Science	0.32				0
19	Library	Reference Librarian	0.50	13,088			13,088
20	Library	Head, Library Access	(1.00)	(58,323)			(58,323)
21	Natural Resources	Forest Products	(0.26)	(20,107)			(20,107)
22	Outreach	Idaho Falls	(1.00)	(68,744)			(68,744)
23	Science	Biological Sciences	0.86	101,474		101,474	0
24	University Research	Research Geologist	0.28	23,622			23,622
25	Miscellaneous Changes		(0.04)				0
26		Sub-Total Academic Fac	8.72	466,606	0	199,463	267,143

UNIVERSITY OF IDAHO
Operating Budget Personnel Cost Summary
July 1, 2006 through June 30, 2007

	Department	Description	FTE	Amount	Funding Source: MCO	Funding Source: Other Allocations	Funding Source: Base Reallocation
	Executive/Administrative						
1	A & A	Dean	1.00	137,134		137,134	137,134
2	Academic Affairs	VP Enrollment Management	1.00	120,016		120,016	120,016
3	Advancement	AVP Marketing	1.00	99,923			99,923
4	Agriculture & Life Sci	Dean	0.40	65,487			65,487
5	Athletics	Director	0.38	57,539			57,539
6	Education	Associate Dean	(0.56)	(28,728)			(28,728)
7	Education	Associate Dean	1.00	80,000			80,000
8	Idaho Falls	Dean	0.50	69,597			69,597
9	Library	Associate Dean	1.00	78,728			78,728
10	Outreach	Assoc Vice Pres North ID	0.17	51,418			51,418
11	Miscellaneous Changes		(0.04)				0
12		Sub-Total Exec/ Admin	5.85	731,114	0	257,150	731,114
	Managerial/Professional						
1	A & A	Gallery	1.00	39,663			39,663
2	Advancement	Dir Web Communications	1.00	75,000		75,000	0
3	Advancement	Assoc Dir Print/Design	0.90	63,629			63,629
4	Agriculture & Life Sci	Ag Student Support	(1.00)	(39,146)			(39,146)
5	Agriculture & Life Sci	Animal Vet Science	0.60	21,379			21,379
6	Business & Econ	PGM Internship Coord	1.00	30,742			30,742
7	CLASS	Business Manager	1.00	60,008			60,008
8	Disability Support	Learning Disabilities	0.31	17,442			17,442
9	Engineering	Development Director	0.56	40,232		40,232	0
10	Engineering	Mgr, Acad Support	0.58	35,265			35,265
11	Engineering	Mgr Video Production	0.54	29,164			29,164
12	Facilities Management	Finance & Business Mgr	1.00	53,019			53,019
13	Information Tech Serv	Assoc Dir Telecommunications	1.00	73,986			73,986
14	Information Tech Serv	Database Administrator	1.00	53,893			53,893
15	Natural Resources	Contract/Personnel	0.24	12,345			12,345
16	Outreach	Dir Riverbend	(1.00)	(89,877)			(89,877)
17	Outreach	Coord & Events	1.00	44,928			44,928
18	President's Area	Manager Signature Events	1.00	48,422			48,422
19	Science	Lab Curriculum	(1.00)	(34,486)			(34,486)
20	Vice Provost Acad Aff	IPO	1.00	36,046			36,046
21	Miscellaneous Changes		(0.28)				0
22							
23							
24		Sub-total NFE	10.45	571,654	0	115,232	456,422

UNIVERSITY OF IDAHO
Operating Budget Personnel Cost Summary
July 1, 2006 through June 30, 2007

	Department	Description	FTE	Amount	Funding Source: MCO	Funding Source: Other Allocations	Funding Source: Base Reallocation
	Classified						
1	A & A	Management Assistant	1.00	35,506		35,506	0
2	Agriculture & Life Sci	Student Recruitment Coord	1.00	38,875			38,875
3	Agriculture & Life Sci	Farm Laborer	(0.25)	(5,871)			(5,871)
4	Business & Econ	Administrative Assistant	(1.00)	(22,859)			(22,859)
5	CLASS	Budget Specialist	(1.00)	(34,986)			(34,986)
6	Education	Management Assistant	(1.00)	(31,845)			(31,845)
7	Facilities Management	Mail Clerk	1.00	21,341			21,341
8	Facilities Management	Budget Specialist	(1.00)	(36,213)			(36,213)
9	Information Technology	Telephone Infrastructure	1.00	57,512			57,512
10	Information Technology	Financial / Telephone Serv	(1.00)	(61,838)			(61,838)
11	Information Technology	Server Systems Analyst	(1.00)	(45,490)			(45,490)
12	Outreach	Management Assistant	1.00	44,937			44,937
13	Outreach	Management Assistant	(1.00)	(38,771)			(38,771)
14	President's Area	Administrative Assistant	1.00	30,014			30,014
15	Science	Management Assistant	0.97	35,556			35,556
16	Science	Administrative Assistant	0.50	12,854			12,854
17	Student Affairs	Campus Operator	1.00	20,509		20,509	0
18	Student Affairs	Custodian - TLC	1.00	18,221		18,221	0
19	Student Affairs	Program Advisor	1.00	25,688			25,688
20	Student Affairs	Administrative Assistant	0.50	11,471			11,471
21	Student Affairs	Custodian	1.00	18,221			18,221
22	University Comm	Budget Specialist	0.50	19,718			19,718
23	University Comm	Photo Specialist	0.29	8,360			8,360
24	Vice Provost Acad Af	Athletic Eligibility	1.00	30,000		30,000	0
25	Vice Provost Acad Af	Customer Service Rep	0.88	20,020			20,020
26	Vice Provost Acad Af	Management Assistant	(0.95)	(40,189)			(40,189)
27	Miscellaneous Changes		0.43				
28		Sub-Total Classified	6.87	130,741	0	104,236	26,505

Summary	FTE	Amount
Faculty	8.72	466,606
Executive/Administrative	5.85	731,114
Managerial/ Professional	10.45	571,654
Classified	6.87	130,741
	31.89	1,900,115

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LEWIS-CLARK STATE COLLEGE

Detail of Personnel Changes

July 1, 2006 - June 30, 2007

	Department	Description	FTE	Pers Costs	Funding Source: MCO	Funding Source: Other Allocations	Funding Source: Base Reallocation
1	**Faculty**						
2	Natural Sciences	Associate Professor	0.75	32,445		32,445	
3	Humanities	Instructor	1.00	32,000		32,000	
4	Total Faculty		1.75	64,445	0	64,445	0
5							
6	**Executive/Administrative**						
7	Total Exec/Admin		0.00	0	0	0	0
8							
9	**Managerial/Professional**						
10	Business	Program Advisor	1.00	32,000		32,000	
11	Adult Basic Education	Instructor	0.44	12,541		12,541	
12	Athletics	Coach	0.32	15,608		15,608	
13	Business	ISBDC Director	0.04	2,213		2,213	
14	Community Programs	Coordinator	0.50	16,000		16,000	
15	Community Programs	Recruiter	0.50	15,912		15,912	
16	Institutional Support	Director	0.60	38,512		38,512	
17	Institutional Support	Manager	0.10	5,031		5,031	
18	Information Technology	Programmer	1.00	33,990		33,990	
19	Total Mgrl/Prof		4.50	171,807	0	171,807	0
20							
21	**Classified**						
22	Social Work	Administrative Assistant 1	0.09	54		54	
23	Nursing	Office Specialist II	0.75	9,000		9,000	
24	Institutional Support	Postal Services Coordinator	0.25	6,060		6,060	
25	Physical Plant	Custodian	-0.13	-3,394			-3,394
26	Physical Plant	Custodian	-1.00	-20,750			-20,750
27	Physical Plant	Landscape Technician	1.00	17,384			17,384
28	Purchasing	Office Specialist II	0.25	5,981		5,981	
29	Student Life	Acct Collection Specialist	1.00	28,000		28,000	
30	Grants & Contracts	Administrative Assistant 1	0.12	2,965		2,965	
31	Outreach	Office Specialist II	-0.20	-3,918			-3,918
32	Community Programs	Office Specialist II	0.25	4,888		4,888	
33	Admissions	Technical Records Specialist II	1.00	24,300		24,300	
34	Total Classified		3.38	70,570	0	81,248	-10,678
35							
36	**Total Personnel Cost Changes**		9.63	306,822	0	317,500	-10,678
37							
38	**SUMMARY**						
39	Faculty		1.75	64,445			
40	Executive/Administrative		0.00	0			
41	Managerial/Professional		4.50	171,807			
42	Classified		3.38	70,570			
43	Total		9.63	306,822			

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STATE DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION
FY2007 BUDGET OVERVIEW
POSTSECONDARY PROFESSIONAL-TECHNICAL EDUCATION SYSTEM

The allocation and reallocation of funds for the FY2007 Postsecondary Professional-Technical Education System is based on the Strategic Plan for Professional-Technical Education in Idaho – FY2005 – 2009, as well as Board and Legislative Intent.

The FY2007 budget reflects an overall increase of $1,040,700 or 3.06% increase in the state general fund. In addition, the Legislature appropriated an increase of $30,700 in student fees at EITC and $1,536,800 of one-time funding from the Economic Recovery Reserve Fund for replacement OE and CO and instructional equipment. The overall increase in the state general fund allocation includes: (1) CEC at 3% in the amount of $505,400; (2) increased cost of benefits in the amount of $77,700; (3) 1.9% OE inflationary increase in the amount of $68,600; (4) capacity building funds in the amount of $366,800; (5) changes to the, Risk Management costs and Controller fees at EITC which resulted in an increase of $17,200; and (6) $5,000 for library books and periodicals at EITC.

Reallocation

Capital outlay funds were reallocated to cover increased personnel and operating expense costs.

Attachments

Fiscal Year 2007 Budget Overview
Availability and Allocation of Funds for FY 2007
Operating Budget Distribution by Activity and Expense Standard Class
Operating Budget Personnel Costs Summary
Operating Budget Personnel Costs Position Change Schedule

Postsecondary Professional-Technical Education System Summary
Availability and Allocation of Funds for FY2007
Appropriated Funds Only

	FTP	Amount
FUNDS AVAILABLE:		
FY 2006 Operating Budget	490.66	34,109,800
One-Time Funding		727,100
3% CEC Increase		316,400
Total FY2006 Operating Budget		35,153,300
Base Adjustments		
Increase in EITC Student Fees		30,700
Remove One-Time Funding		(727,100)
Total Base Adjustments		(696,400)
FY 2007 Operating Budget Base		34,456,900
Additional Funding for FY 2007		
MCO Funding		1,040,700
Total Additional Funding Above Base		1,040,700
One-Time Funding		1,536,800
Total Funds Available for FY 2007		37,034,400
ALLOCATION OF FUNDS		
FY 2007 Operating Budget Base	490.66	34,456,900
MCO Increases to Budget Base:		
Changes to Ongoing Positions		
Salary Adjustments - - CEC, Promotions, Equity, Etc.		
Faculty		241,619
Executive/Administrative		18,839
Managerial/Professional		47,128
Classified		23,250
Irregular Help		0
Total Changes to Ongoing Positions		330,836
Inflationary Increases:		
Increased Cost of Benefits		77,700
Operating Expenses		90,800
Capacity Building	3.30	366,800
Total Inflationary Increases	3.30	535,300
Reallocation of Funds		
Reallocation of Funds	7.69	174,564
Net Funds Reallocated	7.69	174,564
One-Time Funds		
One-Time Funding for FY2007		1,536,800
FY2007 OPERATING BUDGET	501.65	37,034,400

Postsecondary Professional-Technical Education System

Operating Budget Distribution by Activity and Expense Standard Class

July 1, 2006 - June 30, 2007

	Revised FY 2006	Percent of Total	Original FY 2007	Percent of Total	Change from Prior Year	Percent Change
By Activity:						
Instruction	32,941,604	93.71%	34,009,913	91.83%	1,068,309	3.24%
Plant Maintenance & Operations	1,484,596	4.22%	1,487,687	4.02%	3,091	0.21%
One-Time Funding	727,100	2.07%	1,536,800	4.15%	809,700	111.36%
Total Operating Budget	35,153,300	100.00%	37,034,400	100.00%	1,881,100	5.35%
TOTAL BUDGET	35,153,300	100.00%	37,034,400	100.00%	1,881,100	5.35%
By Expense Standard Class:						
Personnel Costs-						
Faculty	13,923,035	39.61%	14,266,966	38.52%	343,931	2.47%
Executive/Administrative	720,349	2.05%	800,747	2.16%	80,398	11.16%
Managerial/Professional	3,227,561	9.18%	3,296,757	8.90%	69,196	2.14%
Classified	2,848,069	8.10%	3,098,000	8.37%	249,931	8.78%
Irregular Help	822,384	2.34%	781,287	2.11%	(41,097)	-5.00%
Total Salaries	21,541,398	61.28%	22,243,757	60.06%	702,359	3.26%
Personnel Benefits	7,965,856	22.66%	7,877,450	21.27%	(88,406)	-1.11%
Total Personnel Costs	29,507,254	83.94%	30,121,207	81.33%	613,953	2.08%
Operating Expenses-	4,045,842	11.51%	4,696,869	12.68%	651,027	16.09%
Capital Outlay-	873,104	2.48%	679,524	1.83%	(193,580)	-22.17%
Total Operating Budget	34,426,200	97.93%	35,497,600	95.85%	1,071,400	3.11%
One-Time Funding	727,100	2.07%	1,536,800	4.15%	809,700	111.36%
TOTAL BUDGET	35,153,300	100.00%	37,034,400	100.00%	1,881,100	5.35%
Total Full Time Positions (FTP)	490.66		501.65		10.99	2.24%

Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Summary
July 1, 2006 - June 30, 2007

	FY 2006 Operating Budget				FY 2007 Operating Budget			
Classification	**FTP**	**Salaries**	**Benefits**	**Total**	**FTP**	**Salaries**	**Benefits**	**Total**
Faculty	313.62	13,923,035	5,166,279	19,089,314	314.77	14,266,966	5,029,890	19,296,856
Exec/Admin	8.72	720,349	207,452	927,801	9.57	800,747	225,772	1,026,519
Manage/Prof	61.46	3,227,561	1,139,900	4,367,461	62.84	3,296,757	1,116,307	4,413,064
Classified	106.86	2,848,069	1,366,322	4,214,391	114.47	3,098,000	1,396,917	4,494,917
Irreg Help	0.00	822,384	85,903	908,287	0.00	781,287	108,564	889,851
TOTAL	**490.66**	**21,541,398**	**7,965,856**	**29,507,254**	**501.65**	**22,243,757**	**7,877,450**	**30,121,207**

Postsecondary Professional-Technical Education System
Position Change Schedule
July 1, 2006 - June 30, 2007

Program	Position Description	FTP	Salary Amount	Funding Source: MCO	Funding Source: Base Reallocation
Faculty					
Boise State University					
Welding	Instructor	1.00	40,000	0	40,000
Heavy Duty Diesel	Instructor	1.00	38,000	0	38,000
Heavy Duty Diesel	Instructor	(0.25)	(9,674)	0	(9,674)
Auto Mechanics	Instructor	(0.75)	(29,023)	0	(29,023)
Auto Mechanics	Instructor	1.00	39,875	0	39,875
Semiconductor	Instructor	(1.00)	(49,894)	0	(49,894)
Ref/Htg/Ac	Instructor	(1.00)	(44,075)	0	(44,075)
Apprenticeship	Instructor	1.00	38,859	0	38,859
Practical Nursing	Instructor	(0.50)	(22,306)	0	(22,306)
Practical Nursing	Instructor	1.00	46,419	0	46,419
BSU Total		1.50	48,181	0	48,181
College of Southern Idaho					
Welding	Instructor	(1.00)	(33,990)	0	(33,990)
Farm Management	Instructor	(1.00)	(54,733)	0	(54,733)
Farm Management	Instructor	(1.00)	(51,243)	0	(51,243)
Practical Nursing	Instructor	1.00	39,500	0	39,500
Allied Health	Instructor	(0.50)	(19,508)	0	(19,508)
Allied Health	Instructor	(1.00)	(36,050)	0	(36,050)
Allied Health	Instructor	0.70	25,992	0	25,992
Practical Nursing	Instructor	(0.33)	(20,529)	0	(20,529)
Practical Nursing	Instructor/Coordinator	1.00	58,710	0	58,710
Culinary & Pastry Arts	Instructor	0.50	19,000	0	19,000
Welding Technology	Instructor	0.30	12,000	0	12,000
Computerized Bookkeeping	Instructor	0.30	12,000	0	12,000
Allied Health	Instructor	0.30	12,000	0	12,000
Information Technology	Instructor	0.50	19,000	0	19,000
CSI Total		(0.23)	(17,851)	0	(17,851)
Eastern Idaho Technical College					
Truck Driver Training	Instructor	1.00	45,321	45,321	0
Truck Driver Training	Instructor	0.50	22,660	22,660	0
EITC Total		1.50	67,981	67,981	0
Idaho State University					
Technical General Ed Core	Instructor	(1.00)	(43,014)	0	(43,014)
Farm Business Mngmt	Instructor	(1.00)	(39,229)	0	(39,229)
Farm Business Mngmt	Instructor	(1.00)	(33,654)	0	(33,654)
Practical Nursing	Instructor	1.00	43,680	0	43,680
Cosmetology	Instructor	(0.63)	(22,399)	0	(22,399)
Cosmetology	Instructor	1.00	34,008	0	34,008
ISU Total		(1.63)	(60,608)	0	(60,608)
Lewis-Clark State College					
Auto Mechanics	Instructor	(0.83)	(24,858)	0	(24,858)
Auto Mechanics	Instructor	1.00	29,682	0	29,682
Graphic Arts/Printing Tech	Instructor	(0.50)	(18,963)	0	(18,963)
Graphic Arts/Printing Tech	Instructor	1.00	38,206	0	38,206
Hotel/Restaurant Mgmt	Instructor	(1.00)	(40,807)	0	(40,807)

Postsecondary Professional-Technical Education System
Position Change Schedule
July 1, 2006 - June 30, 2007

Program	Position Description	FTP	Salary Amount	Funding Source: MCO	Funding Source: Base Reallocation
Lewis-Clark State College Continued					
Hotel/Restaurant Mgmt	Instructor	0.65	36,329	0	36,329
WFT	Instructor	(0.47)	(18,399)	0	(18,399)
WFT	Instructor	(0.49)	(20,278)	0	(20,278)
Office Technology	Instructor	(1.00)	(47,960)	0	(47,960)
Office Technology	Instructor	(1.00)	(50,482)	0	(50,482)
Office Technology	Instructor	(1.00)	(48,514)	0	(48,514)
Administrative Assistant	Instructor	1.00	48,855	0	48,855
Administrative Assistant	Instructor	1.00	51,898	0	51,898
Administrative Assistant	Instructor	1.00	49,435	0	49,435
Office Technology	Instructor	(1.00)	(37,423)	0	(37,423)
Bookkeeping	Instructor	1.00	38,111	0	38,111
Health Occupations	Instructor	(1.00)	(16,857)	0	(16,857)
Medical Assistant	Instructor	1.00	16,984	0	16,984
Health Occupations	Instructor	(1.00)	(35,944)	0	(35,944)
Medical Office	Instructor	1.00	36,619	0	36,619
Legal Secretary	Instructor	(1.00)	(20,876)	0	(20,876)
Paralegal	Instructor	1.00	21,033	0	21,033
Automated Manf Tech	Instructor	(1.00)	(39,920)	0	(39,920)
Engineering Tech	Instructor	1.00	40,664	0	40,664
Tech Gen Ed	Instructor	(1.00)	(35,214)	0	(35,214)
Paralegal	Instructor	1.00	35,875	0	35,875
Electronics Tech	Instructor	(7.00)	(287,863)	0	(287,863)
Info Systems Analysis	Instructor	5.00	208,863	0	208,863
Industrial Electronics	Instructor	2.00	86,672	0	86,672
LCSC Total		(0.64)	(5,132)	0	(5,132)
North Idaho College					
Pharmacy	Instructor	0.20	1,129	0	1,129
Resort/Recreation Mgmnt	Instructor	1.00	40,400	0	40,400
Automotive Tech	Instructor	0.50	17,616	0	17,616
Automotive Tech	Instructor	0.50	17,616	0	17,616
Radiography Technology	Instructor	(1.00)	(48,526)	0	(48,526)
Radiography Technology	Instructor	1.00	70,700	70,700	0
Business & Office	Instructor	(0.55)	(10,502)	0	(10,502)
Computer Information Tech	Instructor	(1.00)	(18,692)	0	(18,692)
NIC Total		0.65	69,741	70,700	(959)
Total Faculty		**1.15**	**102,312**	**138,681**	**(36,369)**
Executive/Administrative					
Boise State University					
Workforce Development	Associate Dean	(0.75)	(59,794)	0	(59,794)
Instruction	Associate Dean	1.00	75,000	0	75,000
Enroll & Student Services	Associate Dean	0.60	46,353	0	46,353
BSU Total		0.85	61,559	0	61,559
Total Executive/Administrative		**0.85**	**61,559**	**0**	**61,559**
Managerial/Professional					
Boise State University					
Student Support Srvc	Director	(1.00)	(51,008)	0	(51,008)
Administrator	System Support	1.00	45,000	0	45,000
Student Support Srvc	Advisor	0.61	24,634	0	24,634
Instructional Support	Division Manager	(1.00)	(62,837)	0	(62,837)
Tech Prep	Coordinator	(0.50)	(23,929)	0	(23,929)
Tech Prep	Coordinator	0.40	23,929	0	23,929

Postsecondary Professional-Technical Education System
Position Change Schedule
July 1, 2006 - June 30, 2007

Program	Position Description	FTP	Salary Amount	Funding Source: MCO	Funding Source: Base Reallocation
Managerial/Professional					
Boise State University Continued					
Applied Academics	Division Manager	(0.50)	(30,000)	0	(30,000)
Applied Academics	Division Manager	1.00	58,000	0	58,000
Applied Academics	Coordinator	(0.75)	(33,872)	0	(33,872)
Marketing	Coordinator	(0.50)	(23,130)	0	(23,130)
Marketing	Coordinator	1.00	46,260	0	46,260
Administration	Development Director	(0.50)	(25,000)	0	(25,000)
BSU Total		(0.74)	(51,953)	0	(51,953)
College of Southern Idaho					
Finance	Assistant VP	(1.00)	(71,500)	0	(71,500)
Center for New Directions	Coordinator	1.00	33,242	0	33,242
Student Services	Counselor	0.80	31,930	0	31,930
Adult Eve/Dual Credit	Director	(0.37)	(24,270)	0	(24,270)
Adult Eve/Dual Credit	Director	0.48	36,760	0	36,760
CSI Total		0.91	6,162	0	6,162
Eastern Idaho Technical College					
Instructional Support	Webmaster	(1.00)	(35,880)	0	(35,880)
EITC Total		(1.00)	(35,880)	0	(35,880)
Idaho State University					
Health & Tech Programs	Director	0.25	15,454	0	15,454
Support Services	Grant Writer	1.00	40,019	0	40,019
Support Services	Director of Development	(1.00)	(43,014)	0	(43,014)
Support Services	Asst to Dean for Develop	1.00	43,451	0	43,451
ISU Total		1.25	55,910	0	55,910
Lewis-Clark State College					
WFT	Director	(0.50)	(27,500)	0	(27,500)
WFT	Director	0.60	33,383	0	33,383
WFT	Coordinator	0.37	14,484	14,484	0
WFT	Coordinator	0.49	20,412	16,750	3,662
LCSC Total		0.96	40,779	31,234	9,545
North Idaho College					
Business & Professional	Division Chair	1.00	80,000	0	80,000
Trades & Industry	Division Chair	(1.00)	(72,950)	0	(72,950)
NIC Total		0.00	7,050	0	7,050
Total Managerial/Professional		**1.38**	**22,068**	**31,234**	**(9,166)**
Classified					
Boise State University					
Student Services	Customer Srv Rep	(1.00)	(20,021)	0	(20,021)
Student Services	Data Coordinator	(1.00)	(32,037)	0	(32,037)
Student Services	Customer Srv Rep	1.00	25,688	0	25,688
Student Services	Tech Records I	(1.00)	(21,445)	0	(21,445)
Instructional Support	Office Services	1.00	23,982	0	23,982
Horticulture	Instructional Aide	(0.50)	(10,284)	0	(10,284)
Horticulture	Instructional Aide	1.00	21,500	0	21,500
Instruction	Admin Assist I	(1.00)	(22,647)	0	(22,647)
Instruction	Admin Assist I	0.83	21,400	0	21,400
Student Services	Admin Assist I	0.25	6,074	0	6,074
BSU Total		(0.42)	(7,790)	0	(7,790)

Postsecondary Professional-Technical Education System
Position Change Schedule
July 1, 2006 - June 30, 2007

Program	Position Description	FTP	Salary Amount	Funding Source: MCO	Funding Source: Base Reallocation
College of Southern Idaho					
Welding	Instructor Aide	1.00	24,000	0	24,000
Student Services	Office Specialist	(1.00)	(30,361)	0	(30,361)
Student Services	Office Specialist	(1.00)	(22,094)	0	(22,094)
Student Services	Student Srvcs Specialist	1.00	31,272	0	31,272
Student Services	Student Srvcs Specialist	1.00	22,757	0	22,757
Instructional Support	Data Analyst	(1.00)	(25,431)	0	(25,431)
Instructional Support	Office Specialist	(0.50)	(12,023)	0	(12,023)
Instructional Support	Office Specialist	1.00	24,767	0	24,767
Cabinetmaking	Instructor Aide	0.30	12,000	0	12,000
Child Development	Lab Facilitator	0.30	12,000	0	12,000
Information Technology	Lab Tech	0.20	7,000	0	7,000
CSI Total		1.30	43,887	0	43,887
Eastern Idaho Technical College					
Instructional Support	Webmaster	1.00	35,880	0	35,880
EITC Total		1.00	35,880	0	35,880
Idaho State University					
Fiscal Records Office	Financial Support Tech	(1.00)	(19,074)	0	(19,074)
Microcomputer Support	Office Specialist 2	(1.00)	(19,074)	0	(19,074)
Practical Nursing	Instruction Assistant	0.50	12,438	0	12,438
Electronics	Instruction Assistant	1.00	18,400	0	18,400
Student Services	Recruiter	1.00	34,514	0	34,514
Cosmetology	Instruction Aide	(1.00)	(24,398)	0	(24,398)
Electronics	Instruction Assistant	1.00	18,400	0	18,400
Fiscal Records Office	Financial Technician	1.00	24,544	0	24,544
Support Services	Grant Writer/Devel Asst	1.00	35,007	0	35,007
ISU Total		2.50	80,757	0	80,757
Lewis-Clark State College					
Graphic Arts/Printing Tech	Press Operator/Inst Aide	(1.00)	(29,453)	0	(29,453)
Graphic Arts/Printing Tech	Press Operator/Inst Aide	0.80	23,995	0	23,995
Graphic Arts/Printing Tech	Graphic Design	0.22	5,931	0	5,931
Graphic Arts/Printing Tech	Bindery Aide	1.00	22,000	0	22,000
WFT	Customer Srv Rep	(0.51)	(11,714)	0	(11,714)
WFT	Customer Srv Rep	0.72	16,671	0	16,671
LCSC Total		1.23	27,430	0	27,430
North Idaho College					
Business & Professional	Sr Admin Assistant	1.00	28,076	0	28,076
Custodial/Grounds	Custodian	1.00	18,441	0	18,441
NIC Total		2.00	46,517	0	46,517
Total Classified		**7.61**	**226,681**	**0**	**226,681**
TOTAL		**10.99**	**412,620**	**169,915**	**242,705**

	FTP	Salary Amount
SUMMARY:		
Faculty	1.15	102,312
Executive/Administrative	0.85	61,559
Managerial/Professional	1.38	22,068
Classified	7.61	226,681
Total	**10.99**	**412,620**

University of Idaho
FY2007 Budget Overview
Agricultural Research and Extension

The Agricultural Research and Extension Appropriation (ARES) received an increase in appropriations over the FY06 base of 1.1%. Increases, totaling $957,000 were appropriated as noted below:

Personnel Benefit Costs	$93,900
Inflationary Adjustments	$74,200
Annualize 3% CEC per HB844	$428,400
Facility Maintenance	$270,500
Tissue Sample Testing Equipment (1-time funds)	$90,000

In January the Governor and the legislature initiated a mid-year compensation increase that was exceptionally important. Funding in the FY07 operating budget annualizes the 3% mid-year raises (House Bill 844). Compensation has fallen significantly behind most surrounding states and peer institutions and remains a major financial challenge.

The FY2007 ARES appropriation also provided essential facility maintenance funding for the research and extension centers across the state. In addition, one-time funds were allocated for the purchase of tissue sample testing equipment at the Caine Veterinary Teaching Center in Caldwell.

UNIVERSITY OF IDAHO
AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2007
AGRICULTURAL RESEARCH AND EXTENSION SYSTEM

	FUNDS AVAILABLE	**FTE**	**AMOUNT**
1	**FUNDS AVAILABLE**	**FTE**	**AMOUNT**
2	FY2007 Operating Budget Base	375.47	$ 30,714,200
3	Adjustments: Mid-Year 3% CEC		268,100
4	Adjustments: Reduce Equine Education Funds		(86,100)
5	Adjustments: Internal Reallocations	(5.01)	
6	Adjustments: Less 27th Payroll		(802,800)
7	FY2007 Adjusted Budget Base	370.46	$ 30,093,400
8	Additional Funding for FY2007		
9	Personnel Benefit Rate Increases		$ 93,900
10	Inflationary Adjustments		74,200
11	Annualize Mid-Year CEC		428,400
12	Facility Maintenance		270,500
13	Tissue Sample Testing Equipment		90,000
14	Total Additional Funding		$ 957,000
15	**Total Funds Available for FY2007**	370.46	$ 31,050,400
16	**ALLOCATION OF FUNDS**		
17	FY2007 Adjusted Budget Base	370.46	$ 30,093,400
18	MCO Increases to Budget Base		
19	Personnel Benefit Rate Increases		$ 93,900
20	Inflationary Adjustments		74,200
21	Annualize Mid-Year CEC		428,400
22	Total MCO Increases		$ 596,500
23	Enhancements to Budget Base		
24	Facility Maintenance		$ 270,500
25	Tissue Sample Testing Equipment		90,000
26	Total Enhancements		$ 360,500
24	**Total Increases**		$ 957,000
25	**FY2007 Operating Budget**	370.46	$ 31,050,400

AGRICULTURAL RESEARCH & EXTENSION SERVICE
Operating Budget Personnel Costs Summary
July 1, 2006 - June 30, 2007

	FY2006 Operating Budget				FY2007 Operating Budget			
1 **Classification**	**FTE**	**Salaries**	**Benefits**	**Total**	**FTE**	**Salaries**	**Benefits**	**Total**
2 Faculty	188.33	$11,886,070	$4,165,020	$16,051,090	187.09	$12,488,779	$4,225,016	$16,713,795
3 Executive/Administrative	3.78	478,722	140,231	618,953	3.12	433,022	121,302	554,324
4 Managerial/Professional	36.99	1,680,121	663,724	2,343,845	35.38	1,694,960	648,145	2,343,105
5 Classified	146.37	4,741,520	2,176,710	6,918,230	144.87	4,806,643	2,171,271	6,977,914
6 Irregular Help		306,022	61,204	367,226		296,529	59,305	355,834
7 Graduate Assistants		502,249	5,022	507,271		502,503	5,025	507,528
8 TOTAL	375.47	$19,594,704	$7,211,911	$26,806,615	370.46	$20,222,436	$7,230,064	$27,452,500

Agricultural Research and Extension Service
Detail of Personnel Changes
July 1, 2006 through June 30, 2007

	Department	Description	FTE	Amount	Funding Source: MCO	Funding Source: Other Allocations	Funding Source: Base Reallocation
1	**Faculty:**						
2	MMBB	Reallocation	(0.20)	(14,668)			(14,668)
3	MMBB	Reallocation	(0.60)	(68,786)			(68,786)
4	MMBB	Reallocation	0.55	59,051			59,051
5	District I	Reallocation	0.50	32,760			32,760
6	District III	Reallocation	(0.96)	(38,459)			(38,459)
7	Net Various Changes	Reallocation	(0.53)				
8	Total Exempt/Faculty		(1.24)	(30,102)	0	0	(30,102)
9	**Managerial/ Professional:**						
10	Ag Admin	Reallocation	(0.52)	(27,818)			(27,818)
11	Ag Admin	Reallocation	0.20	20,001			20,001
12	Food Sci & Toxicology	Reallocation	(0.50)	(27,498)			(27,498)
13	Net Various Changes	Reallocation	(0.79)				
14	Total Managerial/Professional		(1.61)	(35,315)	0	0	(35,315)
15	**Executive/Admin:**						
16	Ag Admin	Reallocation	(0.40)	(65,129)			(65,129)
17	Ag Admin	Reallocation	(0.26)	(35,984)			(35,984)
18	Total Exec/Admin		(0.66)	(101,113)	0	0	(101,113)
19	**Classified:**						
20	Ag Admin	Reallocation	0.25	8,840			8,840
21	Ag Admin	Reallocation	(0.56)	(26,957)			(26,957)
22	Ag Admin	Reallocation	(0.56)	(26,957)			(26,957)
23	Biol & Ag Engineering	Reallocation	1.00	31,720			31,720
24	An & Vet Science	Reallocation	(0.75)	(23,041)			(23,041)
25	PSES	Reallocation	(0.44)	(41,704)			(41,704)
26	Food Sci & Toxicology	Reallocation	0.15	3,629			3,629
27	Br Sta Caldwell	Reallocation	(0.56)	(20,446)			(20,446)
28	Br Sta Kimberly	Reallocation	(0.26)	(7,329)			(7,329)
29	Br Sta Kimberly	Reallocation	0.15	3,413			3,413
30	Br Sta Moscow	Reallocation	(0.33)	(23,254)			(23,254)
31	Br Sta Parma	Reallocation	0.28	24,960			24,960
32	District III	Reallocation	(0.85)	(19,448)			(19,448)
33	Net Various	Reallocation	0.98				
34	Total Classified		(1.50)	(116,574)	0	0	(116,574)
35	**Total Changes**		(5.01)	(283,104)	0	0	(283,104)

HEALTH PROGRAMS

FY 2007 Operating Budget

	FY 2006 BUDGET	FY 2007 BUDGET	PERCENT of CHANGE
By Program:			
WOI Veterinary Education	1,754,500	1,774,100	1.12%
WWAMI Medical Education	3,757,000	3,533,800	-5.94%
IDEP Dental Education	1,174,800	1,155,100	-1.68%
University of Utah Medical Education	995,200	1,039,100	4.41%
Family Practice Residency Programs	1,371,100	1,543,600	12.58%
Prof. Student. Exch. Prog. - Optometry	204,000	219,800	7.75%
Total Programs	**9,256,600**	**9,265,500**	0.10%
By Fund Source:			
General Fund	8,434,600	8,800,000	4.33%
Student Fee Revenue	767,700	465,500	-39.36%
Economic Recovery Reserve Fund	54,300		
Total Funds	**9,256,600**	**9,265,500**	0.10%
By Expenditure Classification:			
Personnel Costs	2,112,800	1,979,000	-6.33%
Operating Expenditures	1,696,100	1,615,600	-4.75%
Capital Outlay	50,000		
Trustee & Benefits	5,397,700	5,670,900	5.06%
Total Expenditures	**9,256,600**	**9,265,500**	0.10%
Full Time Position	20.39	20.39	0.00%

Budget Overview

Personnel costs reflect the 3% employee compensation (CEC) increase in Senate Bill 1263 (FY2006) and House Bill 844 (FY2007). House Bill 844 appropriates moneys for the Health Education Programs for FY 2007. In addition to standard program maintenance items, the Family Practice Residency Program received the second installment of funding increase to bring state funding to 12% of program costs. These programs provide opportunities for Idaho residents to obtain medical and other health related education . Idaho contracts with other states or institutions to provide seats for qualified Idaho residents.

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SPECIAL PROGRAMS

FY 2007 Operating Budget

	FY 2006 BUDGET	FY 2007 BUDGET	PERCENT of CHANGE
By Program:			
Forest Utilization Research	605,900	603,400	-0.41%
Geological Survey	838,200	828,400	-1.17%
Scholarships and Grants:			
Idaho Promise Scholarship - A	331,300	331,300	0.00%
Idaho Promise Scholarship - B	4,446,700	4,446,700	0.00%
Atwell Parry Work Study Program	1,296,000	1,320,600	1.90%
Minority/"At Risk" Scholarship	106,400	108,000	1.50%
Teachers/Nurses Loan Forgiveness	168,600	168,600	0.00%
Peace Officer/Firefighter Scholarship	39,500	57,200	44.81%
Grow Your Own Teacher Scholarship	353,300	360,000	1.90%
Leveraging Educ Asst Program (LEAP)	721,400	721,400	0.00%
Special Leveraging Educ Asst Part (SLEAP)	179,600	179,600	0.00%
Byrd Honors	207,500	207,500	0.00%
Unallocated Federal Appropriation	43,300	43,200	
Total Scholarships and Grants	7,893,600	7,944,100	0.64%
Museum of Natural History	531,900	542,300	1.96%
Small Business Development Centers	289,600	294,800	1.80%
Idaho Council for Economic Development	53,700	54,700	1.86%
Technical Help	166,400	219,600	31.97%
Total Programs	**10,379,300**	**10,487,300**	1.04%
By Fund Source:			
General Fund	9,881,700	9,971,800	0.91%
Federal Funds	440,000	440,000	0.00%
Economic Recovery Reserve Fund	57,500	75,500	
Total Funds	**10,379,200**	**10,487,300**	1.04%
By Expenditure Classification:			
Personnel Costs	1,848,400	2,318,700	25.44%
Operating Expenditures	132,600	135,200	1.96%
Capital Outlay	0	35,500	
Trustee/Benefit Payments	8,398,200	7,997,900	-4.77%
Total Expenditures	**10,379,200**	**10,487,300**	1.04%
Full Time Position	24.80	24.80	0.00%

Budget Overview

The TechHelp program received one-time funding for its New Product Development laboratory at BSU. These funds will be used to add new rapid prototyping materials, software, and capacity needed to meet client demand. The Museum of Natural History received $25,500 for replacement Capital Outlay. Scholarships and Grants program is provided $17,700 for Public Safety Officer Dependent Scholarship. Inflationary adjustment were provided for Atwell Parry College Work Study, Grow Your Own Teacher Scholarship, and Minority and At-Risk Student Scholarship Programs. All other Scholarships and Special Programs received appropriation increases similar to all state agencies.

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FY2007 ALTERATION AND REPAIR PROJECTS
PROJECT SETUP WORKSHEET

PROJ NO	AGENCY / INSTITUTION	AMOUNT FUNDED	CODING	COMMENTS
	EDUCATION, STATE BOARD OF			
	BOISE STATE UNIVERSITY			
07-190	Roof Replacement, Library	165,000	HB839:1A01	
07-191	Central Steam System Analysis/Renovation	100,000	HB839:1A01	
07-192	Elevator Code Upgrades, Selected Bldgs	100,000	HB839:1A01	
07-193	Emerg. Generator Replacement, Ed. Bldg	165,000	HB839:1A01	
07-194	Chiller and Cooling Tower Replacement, Library	480,000	HB839:1A01	See DPW 06195D
07-195	Info Tech Infrastructure, Ph 3, Boise	500,000	HB839:1A01	follow-up to 06194
07-196	Fire Alarm Replacement, Ph 3, Selected Bldgs	200,000	HB839:1A01	see DPW 05199D
07-197	HVAC Upgrade, Ph 2, Science/Nursing Bldg	550,000	HB839:1A01	see DPW 03193
07-198	Door Access/Security Sys, Ph 2, Selected Bldgs	250,000	HB839:1A01	see DPW 04200
07-199	Elevator Controls Upgrade, Ed Bldg	160,000	HB839:1A01	see DPW 06196
07-200	Ventilation Sys Upgrade, Ph 1, Math/Geo Bldg.	165,000	HB839:1A01	
07-201	AC Equip. & Controls, Raptor Research Center	165,000	HB839:1A01	
07-202	South Electrical Loop Expansion, Boise	508,500	HB839:1A01	
07-203	Storm Water Drainage System, Ph 5, Boise	150,000	HB839:1A01	see DPW 06202
07-204	HVAC Upgrade, Technical Svcs Bldg	77,000	HB839:1A01	
07-205	Remodel 2nd Flr E Wing, Admin Bldg	735,000	HB839:1A01	
07-206	Cooling Unit, Ph 2, Info Tech, Business Bldg	77,000	HB839:1A01	see DPW 06195D
07-207	New Ceilings, 1st & 2nd Flr, Sci/Nursing Bldg	50,000	HB839:1A01	
	SUBTOTAL	4,597,500		
	IDAHO STATE UNIVERSITY			
07-220	Replace Roof, Phys Science Bldg	172,500	HB839:1A01	
07-221	Repair Exterior Walls, Oboler Library	263,500	HB839:1A01	add to 05222
07-222	Renovate HVAC, Anatomy Lab	201,500	HB839:1A01	
07-223	Elevator Repairs, Various Bldgs.	345,000	HB839:1A01	
07-224	Incr. Steam Line Capacity, Heat Plant to 8th St	931,500	HB839:1A01	
07-225	Replace Seats, Room 10, Lecture Center	115,000	HB839:1A01	
07-226	Repair Refractory and Conveyer System, Boiler #2	133,000	HB839:1A01	
07-227	Renovate Bldg 79, College of Engineering	195,500	HB839:1A01	
07-228	Renovate Welding Shop, Trade and Tech Bldg	230,000	HB839:1A01	
07-229	Renovate Therapy Pool, Life Science Complex	224,500	HB839:1A01	
07-230	Renovate Red Hill Dance Studio	270,500	HB839:1A01	
07-231	Repair Exterior Walls, Frazier Hall	57,500	HB839:1A01	
07-232	Renovate HVAC System, Lecture Center	75,000	HB839:1A01	
07-233	Renovate Nursing Labs, Beckley Nursing Bldg	287,500	HB839:1A01	
07-234	HVAC Upgrade, Ph. 4, UPIF (ISU/UI 50:50 split)	75,600	HB839:1A01	$151,200 total proj
07-235	Re-Carpet North Wing, UPIF (ISU/UI 50:50 split)	41,077	HB839:1A01	$82,154 total proj
07-236	Renovate Exterior Entrance, Tingey Bldg	172,500	HB839:1A01	
07-237	Replace Chillers, Oboler Library	230,000	HB839:1A01	
07-238	New Lighting, MLK Way & Red Hill Rd	238,000	HB839:1A01	
07-239	HVAC Upgrade, Industrial Crafts Bldg	109,000	HB839:1A01	
07-240	Repair Campus Parking Lots	65,000	HB839:1A01	
	SUBTOTAL	4,433,677		

FY2007 ALTERATION AND REPAIR PROJECTS
PROJECT SETUP WORKSHEET

PROJ NO	AGENCY / INSTITUTION	AMOUNT FUNDED	CODING	COMMENTS
	UNIVERSITY OF IDAHO			
07-234	HVAC Upgrade, Ph. 4, UPIF (ISU/UI 50:50 split)	75,600	HB839:1A01	add to 07-234
07-235	Re-Carpet North Wing, UPIF (ISU/UI 50:50 split)	41,077	HB839:1A01	add to 07-235
07-250	Academic Suite, Teaching & Learning Ctr	775,000	HB839:1A01	
07-251	HVAC Upgrade, Ph 2, Life Science South	989,100	HB839:1A01	
07-252	HVAC, Janssen Engineering Bldg	959,400	HB839:1A01	
07-253	Classroom Renovations, Menard Law Bldg	350,000	HB839:1A01	
07-254	Chiller Mods, Fish & Aqua Lab, CNR Bldg	300,000	HB839:1A01	
07-255	Life Safety Improv, Art & Architecture South	995,600	HB839:1A01	
07-256	Demolition, 840 University Ave.	56,400	HB839:1A01	
07-257	Repaint, Domestic Water Tank	221,500	HB839:1A01	
07-258	Elevator Life Safety Mods, Ph 2	291,946	HB839:1A01	
07-259	Roof Replacement, Food Research Bldg	75,300	HB839:1A01	
	SUBTOTAL	5,130,923		
	LEWIS-CLARK STATE COLLEGE			
07-150	Fourth Street Parking Project	500,000	HB839:1A01	
07-151	Refurbish Distribution Sys, Steam Plant	149,000	HB839:1A01	
07-152	Improve Handrails, Replace Press Box	286,000	HB839:1A01	
	SUBTOTAL	935,000		
	NORTH IDAHO COLLEGE			
07-170	New VOIP Communications, Campus Wide	666,400	HB839:1A01	
07-171	Exit Path Lighting, Shuler Auditorium	113,300	HB839:1A01	
07-172	Replace Door Hardware, Boswell Hall	53,700	HB839:1A01	
	SUBTOTAL	833,400		
	COLLEGE OF SOUTHERN IDAHO			
07-090	Replace Roof, Burley Center	71,500	HB839:1A01	
07-091	Replace Roof, Scotts Classrm Bldg	67,100	HB839:1A01	
07-092	Replace Fire Alarm System, Shields Bldg	117,700	HB839:1A01	
07-093	Fire Lane & Sidewalk, Aspen, Evergreen, Taylor Bldgs	230,400	HB839:1A01	
07-094	Chip Seal, E. Lot, Re-surface Bays 13-16	414,500	HB839:1A01	
	SUBTOTAL	901,200		
	EASTERN IDAHO TECHNICAL COLLEGE			
07-130	Re-roof Creek Building 5	301,500	HB839:1A01	
07-131	Carpet, Paint, Ph. 2, Creek Building 5	300,000	HB839:1A01	
07-132	HVAC Improv., Kitchen, Christofferson Bldg 3	170,000	HB839:1A01	
	SUBTOTAL	771,500		
	IDAHO SCHOOL FOR THE DEAF AND BLIND			
07-110	Renovate, Round Bldg and Cottage 7	276,000	HB839:1A01	
	SUBTOTAL	276,000		
	IDAHO STATE HISTORICAL SOCIETY			
07-080	1951 Steam Plant Rehab, Old Idaho Pen	100,000	HB839:1A01	
	SUBTOTAL	100,000		

BOISE STATE UNIVERSITY
CAPITAL IMPROVEMENT BUDGET SUMMARY
FY 2006-2007

		Source of Funds						
	Project Title	Federal Funds	Permanent Bldg. Fund	Other State Funds	Univ. Fac. Reserve	Bond/R & R Funds	Other	Total
REPAIR AND RENEWAL PROJECTS								
1	Elevator Code Upgrades		$100,000					$100,000
2	Emergency Generator Replacement, Education Building		165,000					165,000
3	Chiller and Cooling Tower Replacement, Library		480,000					480,000
4	Information Technology Infrastructure, Phase 3, Boise Campus		500,000					500,000
5	Fire Alarm System Replacement, Phase 3, Selected Buildings		200,000					200,000
6	Central Steam System Renovation, Phase 1, Boise Campus		100,000					100,000
7	HVAC Upgrade, Phase 2, Science/Nursing Building		550,000					550,000
8	Roof Replacement, Library		165,000					165,000
9	Door Access/Security System, Phase 2, Selected Buildings		250,000					250,000
10	Elevator Controller Replacement, Education Building		160,000					160,000
11	Ventilation System Upgrade, Phase 1, Math/Geo Building		165,000					165,000
12	AC Equipment Replacement & Controls Upgrade, Raptor Ctr		165,000					165,000
13	South Electrical Loop Expansion, Boise Campus		508,500					508,500
14	Storm Water Drainage System, Phase 5, Boise Campus		150,000					150,000
15	HVAC Upgrade, Technical Services		77,000					77,000
16	Second Floor East, Administration Building		735,000					735,000
17	OIT Cooling Unit Replacement, Phase 2, Buisiness Bldg.		77,000					77,000
18	Ceiling Tile System Replacement, Science/Nursing Bldg.		50,000					50,000
19	Student Union - Interactive Learning Center					200,000		200,000
20	Student Union - Architechtural Design Services for Expansion					450,000		450,000
21	Student Union - Food Service Cart Upgrades					235,000		235,000
22	Student Union - HVAC Repairs and Upgrades					300,000		300,000
23	Student Housing - Data Wiring - Park Apartments					250,000		250,000
24	Student Housing - Structural Repair - Heights Apartments					93,150		93,150
25	Student Housing - Carpet Replacement - Various Facilities					66,948		66,948
26	Student Housing - Elevator Control - Towers Res. Hall					300,000		300,000
	CAPITAL IMPROVEMENT BUDGET TOTAL	$0	$4,597,500	$0	$0	$1,895,098	$0	$6,492,598

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UNIVERSITY OF IDAHO
CAPITAL IMPROVEMENT BUDGET SUMMARY
FY 2007

		Source of Funds						
		Federal	Permanent	Other State	Univ. Fac	Bond		
	Project Title/Description	Funds	Building Fund	Funds	Reserve	R & R	Other	Total
1	**MAJOR NEW FACILITIES**							
2								
3	**Major New Facilities Total**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
4								
5								
6	**OTHER NEW FACILITIES**							
7								-
8	**Other New Facilities Total**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
9								
10								
11	**MAJOR RENOVATION/REMODELING**							
12	TLC Academic Enrichment Suite, FY 07 PBF A & R	-	775,000	-	-	-	-	775,000
13	Menard Law Bldg Classroom Improvements & Renovations, FY 07 PBF A & R	-	350,000	-	-	-	-	350,000
14								
15	**Major Renovations/Remodeling Total**	**-**	**1,125,000**	**-**	**-**	**-**	**-**	**1,125,000**
16								
17								
18	**OTHER RENOVATION/REMODELING**							
19								**-**
20	**Other Renovation/Remodeling Total**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
21								
22								
23	**MAJOR BLDG. SYSTEMS REPAIR & REPLACEMENT**							
24	LSS HVAC Upgrades, Phase 2, FY 07 PBF A & R	-	989,100	-	-	-	-	989,100
25	Janssen Engineering Bldg HVAC Upgrades, Phase 1, FY 07 PBF A & R	-	959,400	-	-	-	-	959,400
26	CNR Fisheries & Aquatic Sciences Lab Chiller System Imp, FY 07 PBF A & R	-	300,000	-	-	-	-	300,000
27	Gibb Hall HVAC Upgrades, Phase 1			-	-	315,000		315,000
28								-
29	**Major Bldg. Systems Repair and Replacement Total**	**-**	**2,248,500**	**-**	**-**	**315,000**	**-**	**2,563,500**
30								
31								
32	**OTHER BLDG. SYSTEMS REPAIR & REPLACEMENT**							
33								-
34	**Other Bldg. Systems Repair and Replacement Total**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
35								
36								
37	**EXTERIOR CAMPUS AND SITE DEVELOPMENT**							
38								
39	**Exterior Campus and Site Development Total**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
40								

UNIVERSITY OF IDAHO
CAPITAL IMPROVEMENT BUDGET SUMMARY
FY 2007

		Source of Funds						
		Federal	Permanent	Other State	Univ. Fac	Bond		
	Project Title/Description	Funds	Building Fund	Funds	Reserve	R & R	Other	Total
41								
42	**SAFETY, SECURITY, ADA**							
43	Art & Architecture South Life Safety Improvements, FY 07 PBF A & R	-	995,600	-	-	-	-	995,600
44	Elevator Life Safety Modifications, Phase 2, FY 07 PBF A & R	-	291,946	-	-	-	-	291,946
45	Theophilus Tower Exterior Envelope and Masonry Repairs	-	-	-	-	535,000	140,000	675,000
46								
47	**Safety, Security, ADA Total**	**-**	**1,287,546**	**-**	**-**	**535,000**	**140,000**	**1,962,546**
48								
49								
50	**CAMPUS UTILITY SYS. REPAIR, REPLACEMENT**							
51								
52	**Campus Utility Systems Repair and Replacement Total**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
53								
54								
55	**FEASIBILITY AND/OR PLANNING STUDIES & EVALS**							
56								
57	**Feasibility and/or Planning Studies and Evals Total**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
58								
59								
60	**TECHNICAL INFRASTRUCTURE**							
61								
62	**Technological Infrastructure Total**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
63								
64								
65	**OTHER**							
66								
67	**Other Total**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
68								
69	**GRAND TOTAL**	**$ -**	**$ 4,661,046**	**$ -**	**$ -**	**$ 850,000**	**$ 140,000**	**$ 5,651,046**
70								
71								

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**

Budget Policies

3. Operating Budgets (Appropriated)

   b. Approval of Operating Budgets

      (2) During the spring of each year, the chief executive officer of each institution, school or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the executive director for review and formal approval before the beginning of the fiscal year.

4. Operating Budgets (Nonappropriated - Auxiliary Enterprises)

   b. Approval of Operating Budgets

      (1) Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

5. Operating Budgets (Nonappropriated - Local Service Operations)

   c. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

6. Operating Budgets (Nonappropriated - Other)

   b. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

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INSTITUTION / AGENCY AGENDA

SUBJECT

Discussion of FY 2008 Budget Request Process.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Policy, Section V.B.1.

BACKGROUND

Board-approved budget requests for FY08 must be submitted to the executive and legislative branches [Division of Financial Management (DFM) and Legislative Services Office (LSO)] on September 1, 2006. To meet this deadline, the Board has established a process for developing agency and institutional requests that will be finalized at the August 2006 meeting. Budget requests are developed in two parts as directed by the DFM Budget Development Manual: maintenance of current operations (MCO) items and line items (formerly called 'enhancements').

MCO requests are calculated using state budget guidelines and Board policy. Line item requests may be defined by the Board, representing the unique needs of the institutions and agencies. The Board's budget request guidelines have historically focused upon the development of line item requests, capital budget requests, special one-time requests (if any), and the timeframe for presenting and approving these requests.

An MCO request includes funding for health insurance or other Personnel Cost increases; operating expense inflationary increases (including utilities), central state agency cost areas (Treasurer, Controller, etc.); external non-standard adjustments such as medical education contract adjustments, and changes in employee compensation (salary increases, otherwise known as "CEC").

DISCUSSION

All line items for each agency or institution must be ranked in priority order. Institutions must rank their enrollment increase request against new occupancy costs, and against any other new requests the Board might allow.

The capital budget request is a separate process with funding provided by the Permanent Building Fund. Agencies and institutions seek funding for major maintenance projects and major capital projects through that process.

IMPACT

The Board provides guidelines at the June meeting for the development of budget requests, which will be officially approved at the August meeting. The BAHR Committee and Board staff will work closely with the fiscal staff at agencies and institutions, and DFM and LSO, and be in a position to more fully

discuss the matter in August. This includes the issue of prioritizing line item decision units.

STAFF COMMENTS AND RECOMMENDATIONS

The Board is encouraged to direct the agencies and institutions to prepare budget requests that fully maintain the current level of operations, and to request new line items for the most critical issues facing them. Institution and agency heads are expected to fully review all requests from within their respective organizations and bring forward to the Board only the most important items.

Institutions and agencies need this direction at the June meeting in order for Board-directed budgets to be developed and presented to the Board for approval at the August meeting. Following Board approval, these budget requests will be submitted to the DFM and LSO in September.

Staff recommends the agencies and institutions be directed to request the most critical line items, in priority order, for FY 2008, in addition to requesting full funding for maintenance of current operations.

BOARD ACTION

A motion to direct the agencies and institutions of the State Board of Education to prepare budget requests for FY 2008 according to the guidelines established in the Budget Development Manual and relevant Board policy, including full MCO funding, and to include the most critical new line items, in agency or institutional priority order.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
B. Budget Policies April, 2002

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.

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by the University of Idaho for approval of the settlement agreement discussed in executive session.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Polices & Procedures Section V.I.7.

BACKGROUND

This matter relates to a claim filed against the University in February, 2003.

DISCUSSION

The University of Idaho requests approval of the settlement agreement consistent with the terms discussed in executive session.

IMPACT

Approval of the settlement will bring finality to this matter.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comment on this item.

BOARD ACTION

A motion to approve the settlement and to authorize the University of Idaho to sign all necessary settlement documents.

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

I. Real and Personal Property and Services

7. Litigation

   The chief executive officer may negotiate settlement regarding litigation matters, or any claims made that may result in litigation, for up to $25,000. All such settlements must be reported to the Board in executive session at the next regularly scheduled meeting.