

**STATE BOARD OF EDUCATION MEETING  
February 21 – 22, 2007  
Boise State University  
Student Union Building - Lookout Room  
Boise, Idaho**



**Wednesday, February 21, 2007, 5:00 p.m., LBJ Building, 650 West State Street, Suite 307**

**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
- (e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;
- (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, February 22, 2007, 8:00 a.m., Boise State University, Student Union Building – Lookout Room**

**BOARDWORK**

1. Agenda Review / Approval
2. Minutes Review / Approval

**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
4. Lewis Clark State College – New Position

### **PPGAC**

5. Alcohol Permits Issued by University Presidents
6. Second Reading – Amendment to Board Policy III.V. Articulation and Associate Degree – Ricks College to BYU Idaho
7. Second Reading – Amendment to Board Policy Bylaws J. – President’s Council
8. Second Reading – Amendment to Board Policy II.I. – Leave – All Employees
9. Approval of members to the Eastern Idaho Technical College (EITC) Advisory Council

### **IRSA**

10. Quarterly Report on Programs Approved by the Executive Director

## **PLANNING, POLICY & GOVERNMENTAL AFFAIRS**

1. Presidents’ Council Report
2. Boise State University Progress Report
3. Vocational Rehabilitation Progress Report
4. Economic Development Council Progress Report
5. Small Business Development Center Progress Report
6. Approval of the Federal Carl D. Perkins six-year plan

## **INSTRUCTION, RESEARCH & STUDENT AFFAIRS**

### Higher Education

1. Presentation by the Governor’s Early Care and Learning Initiative and the Early Childhood Coordinating Council
2. New Graduate Program – Boise State University – Reconsideration of the Master of Applied Anthropology and MA, Anthropology

3. Name Change of the Renaissance Institute to the Osher Lifelong Learning Institute – Boise State University
4. New Instructional Unit – Boise State University – Center for Teaching & Learning
5. New Executive Master of Business Administration – University of Idaho
6. Higher Education Research Council Appointments
7. Amendment to Temporary and Proposed Rules Governing Registration

#### K-12

8. Reorganization of the Limited English Proficiency Program and National Assessment of Educational Progress Program

## **BUSINESS AFFAIRS & HUMAN RESOURCES**

### **Section I – Human Resources**

1. Boise State University – Head Football Coach
2. Idaho State University – Head Football Coach
3. University of Idaho– Head Football Coach
4. University of Idaho–University Advancement
5. Idaho School for the Deaf and the Blind – Executive Appointment

### **Section II – Finance**

1. Boise State University – General Revenue Bonds – Press Box/Sky Suites
2. Idaho State University – Request to Purchase Database Software
3. Idaho State University – Request to Purchase Database Hardware
4. University of Idaho–Sandpoint Education Center Discussion of MOU
5. University of Idaho–University Purchase of Optical Microscope
6. University of Idaho–Law Building Classroom Improvements-Capital Project
7. University of Idaho–Technical Assessment & Feasibility Study
8. University of Idaho–Events Pavilion Capital Project
9. University of Idaho–Potato Varieties Licensing Agreement

10. University of Idaho-Verizon Telephone Services Contract
11. Intercollegiate Athletics – Financial Reports
12. Intercollegiate Athletics – Employee Compensation Reports
13. Eastern Idaho Technical College – Purchase of Student Information System (SIS) Software

#### **AUDIT COMMITTEE**

1. University of Idaho Audit Compliance
2. Audit Findings Follow Up

#### **DEPARTMENT OF EDUCATION**

1. Superintendent's Report
2. Reorganization of the State Department of Education
3. Nomination to the Curricular Adoption Committee

#### **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.

1. Agenda Approval

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

2. Minutes Approval

BOARD ACTION

To approve the minutes from November 29 and 30, 2006 as submitted.

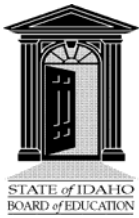
To approve the minutes from January 8, 2007 as submitted.

3. Rolling Calendar

BOARD ACTION

To approve February 28 and 29, 2008 as the date and Boise State University as the location for the regularly scheduled February Board meeting.

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

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DRAFT MINUTES  
STATE BOARD OF EDUCATION  
November 29-30, 2006  
Salmon River Room  
Idaho State University  
Pocatello, Idaho

A regular meeting of the State Board of Education was held November 29-30, 2006 in Pocatello, Idaho, at Idaho State University Student Union Building in the Salmon River Room. Board President Laird Stone presided over the meeting. Members present were:

Laird Stone, President  
Milford Terrell, Vice President  
Paul Agidius, Secretary  
Blake Hall  
Rod Lewis

Karen McGee  
Sue Thilo  
Absent: Marilyn Howard, State  
Superintendent

November 29, 2006

EXECUTIVE SESSION

The Board entered into Executive Session at 6:00 p.m. at Idaho State University in the Student Union Building Clearwater Room.

M/S (Stone/Agidius): To move into executive session 6:00 p.m. pursuant to Idaho Code Section 67-2345(1), on November 29, 2006 via teleconference. A roll call vote was taken; motion carried unanimously.

M/S (Lewis/Agidius): To go out of Executive Session at 8:30 p.m. 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; (e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations; and, (f) considered and advised its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

November 30, 2006

The Board convened at 8:00 a.m. at Idaho State University, Student Union Building, Salmon River Room. Board President Laird Stone presided.

## BOARDWORK

Board President Stone recognized State Superintendent-Elect, Tom Luna. He also noted that Dr. Marilyn Howard was unable to attend the meeting due to reasons of health. He went on to extend thanks and appreciation to Dr. Howard, on behalf of the Board and the citizens of Idaho for her many years of dedication to the common goal of creating the best education system possible for the students of Idaho. He will present a special gift to her at a later date.

### 1. Agenda Approval

M/S (Terrell/Thilo): To approve the agenda as submitted or amended. Motion carried unanimously.

### 2. Approval of Minutes

M/S (Agidius/Thilo): To approve the minutes of the October 11-13, 2006 meeting as submitted. And, to approve the minutes of the November 1, 2006 meeting as submitted. Motion carried unanimously.

### 3. Rolling Calendar

M/S (McGee/Thilo): To approve December 6-7, 2007 as the date and Idaho State University as the location for the December 2007 regularly scheduled Board meeting. Motion carried unanimously.

At this time, Board President Stone announced that the executive committees of the State Board of Education, the Idaho School Superintendents Association, and the Idaho Education Association will hold a joint meeting on December 13, 2006, in Boise, from 9:00 a.m. to noon. The purpose of that meeting is to discuss the legislative agenda and the goals for education in Idaho in order to better address questions that may come up during the 2007 Legislative session.



Board President Stone also announced that the discussion by the Board regarding medical degree offerings in Idaho had continued. He noted that the idea of a feasibility study to determine the need, and how the need can be addressed had been proposed. He suggested the Board may want to consider a unanimous consent agreement to work with the Governor and Legislature to support the IMA feasibility study in order to move that effort forward.

Board member Hall suggested that a long range, independent study would be appropriate to provide guidance to the three institutions and the Board from a vision standpoint. He suggested the Board take a more pro-active approach.

M/S (Hall/McGee): For the Idaho State Board of Education to encourage the Idaho Legislature to fund a study of relevant facts and offer options to the State of Idaho regarding the feasibility and viability of offering a medical degree through Idaho's higher education system; and to resolve that the Idaho State Board of Education utilize an external consultant with experience in these matters for the study. Motion carried unanimously.

Board member Hall clarified his motion, indicating that he intended that the study be conducted by an independent consulting agency to provide the study, not one affiliated with any of the institutions. Board member McGee and Lewis agreed. Board member Lewis suggested that the Board President outline the process by which the study should be conducted.

At this time, Board President Stone introduced Dr. Mike Rush who addressed the Board. Dr. Rush made the sad announcement to the Board that one of their staff members, Emergency Services Training Coordinator Lonnie Dyer of the Division of Professional-Technical Education had passed away unexpectedly on November 27, 2006. Dr. Rush noted that Mr. Dyer was the former fire chief of the Worley Fire Department. His funeral was scheduled for Monday, December 4, in Worley, Idaho. Board President Stone offered condolences to the family on behalf of the Board.

#### OPEN FORUM

1. Katie Rupert, a student representative from Boise State University, addressed the Board. She spoke in favor of the expansion of the Student Union Building and emphasized its importance to the students.
2. Ryan Sargent, Idaho State University Student Body President addressed the Board. He welcomed the Board to ISU. He thanked the Board for their consideration during last year's fee setting which helped relieve some of the burden on students. He also thanked the Board for allowing him to serve on the Student Aid Task Force.

At this time, Board member Hall asked to add an item to the Business Affairs and Human Resources Finance Agenda.

By unanimous consent, the Board agreed to add an agenda item having to do with Boise State University and the delegation of authority to sign contracts related to the BCS bowl game as the first item on the Business Affairs and Human Resources Finance agenda.

CONSENT AGENDA

M/S (Thilo/Agidius): To accept the consent agenda as presented. Motion carried unanimously.

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

By unanimous consent, the Board approved the request by Boise State University for six (6) new positions supported by appropriated and local funds, title, term, salary and FTE changes to four (4) positions, and delete one (1) position.

2. BAHR – Section I – Idaho State University – New Positions

By unanimous consent, the Board approved the request by Idaho State University for two (2) new positions (2.0 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 eleven (11) new positions.

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

By unanimous consent, the Board approved the request by Lewis-Clark State College for three (3) new positions funded by appropriated and grant funds.

5. PPGAC – Alcohol Permits Issued by University Presidents

Information item.

6. IRSA – Quarterly Report – Program Changes Approved by the Executive Director

Information item.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Presidents' Council Report

Dr. Tim White of the University of Idaho reported to the Board on behalf of the

Presidents' Council. He indicated that the Presidents are interested in helping to shape the parameters of the proposed medical program feasibility study.

Dr. White went on to report that the Presidents discussed the concept of the educational corridor in northern Idaho. He explained that they are supportive of the concept while keeping in mind the unique facility needs that are specific to each institution. Board member Hall indicated that the Board would like assistance from the Presidents' Council in determining what the Board's priorities should be for each institution related to that concept.

Dr. White reported that the Presidents had discussed employee benefits and will bring recommendations to the Board at a later date. Dr. White discussed the draft statement for higher education; a copy will be distributed electronically to the Board for the January meeting. Dr. White reported that the Presidents' Council had delegated the dual enrollment project to the provosts; a report will be presented to the Board at a later date. Dr. White explained that the Presidents' Council had discussed the community college issue, but had no further clarity to contribute on that topic.

Board member McGee commented on progress of the dual enrollment discussion and the positive response of the superintendents to what had taken place so far.

Dr. White introduced Chris Murray, the new Vice President of University Advancement at the University of Idaho.

At this time the Board moved to item 6 of the Planning, Policy and Governmental Affairs Committee agenda.

#### 6. Eastern Idaho Technical College Board Appointment

M/S (Thilo/McGee): To approve the appointment of Renee R. Magee to the Eastern Idaho Technical College Advisory Council for a term beginning immediately and ending December 31, 2009. Motion carried unanimously.

President Bill Robertson of Eastern Idaho Technical College addressed the Board and explained the purpose of the EITC Advisory Council. He introduced the credentials of Renee Magee to the Board. Board member Hall noted he had met periodically with the Advisory Council. He encouraged the other Board members to attend one of the meetings to hear from them directly about concerns or issues they may have.

#### 2. Idaho State University Progress Report

Dr. Art Vailas presented the Idaho State University progress report to the Board. He discussed the various activities, efforts, concerns, needs and issues regarding the ISU's programs and services. Dr. Vailas reviewed the strategic partnerships ISU had established worldwide and also discussed the budget planning and accountability process that had been put into place. He noted that the communication between the

faculty and administration is greatly improved. In addition, a taskforce is studying the campus governmental structure. Dr. Vailas touched on the accomplishments of the students and indicated that there had been recent changes in the management at ISU. He provided information to the Board regarding enrollment numbers.

### 3. Idaho School for the Deaf and the Blind Progress Report

Harvey Lyter and Jeff Woods of the Idaho School for the Deaf and Blind presented their report to the Board. Mr. Lyter asked the Board to note the changes made administratively as well as the progress made in addressing the various challenges over the past few years. Mr. Lyter briefly overviewed the legal requirements that regulate the operation and delivery of services. He encouraged the Board to keep those legal requirements in mind as it considers future delivery models.

Mr. Lyter noted that the ISDB had complied with the 2006 JFAC Guidance. He discussed the 2006-2007 CAMPUS program, changes in the outreach program, the anticipated future impacts related to the educational interpreter act, and the realignment of the campus and outreach budget elements. Mr. Lyter summarized the strategic planning issues of the ISDB and noted that current services must be maintained until a new model is in place.

Mr. Lyter concluded his report with a review of a number of success stories. He noted that a three-year legislative audit turned up no findings. In addition, the ISDB has graduated 92% of its eligible seniors, which is the best graduation rate in the state. He pointed out that many challenges still lay ahead for the institution and its professional staff, but they are very interested in providing support in whatever the next steps are.

Board member McGee thanked Mr. Lyter and his staff. Board member Terrell noted that the first meeting of the transition team for the Blind had taken place. He indicated that the transition team looked forward to continuing the effort. He also noted that in the future all transition team meeting agendas, minutes and programs would be provided in audible and Braille format.

### 4. Idaho Museum of Natural History Progress Report

Melinda Dick presented a report to the Board for the Idaho Museum of Natural History. She discussed the history and the mission of the museum, and highlighted the various functions, services, programs, and offerings it provides to the state. She noted that 2009 marks the 75<sup>th</sup> anniversary of the museum. The Board thanked Ms. Dick and commended the work of the museum. As a point of information, the Executive Director Johnson noted that Ms. Dick had visited with him regarding the accreditation issues.

### 5a. Idaho State Historical Society Board Appointment – District 3

Karen Echeverria of the Board office presented this item on behalf of the Idaho State Historical Society.

M/S (McGee/Stone): To approve the appointment of Fred Walters to the Idaho State Historical Society Board for a term starting January 1, 2007 to December 31, 2013. Motion carried unanimously.

5b Idaho State Historical Society Board Appointments – District 6

M/S (McGee/Stone): To approve the appointment of Bert Marley to the Idaho State Historical Society Board for a term starting January 1, 2007 to December 31, 2013. Motion carried unanimously.

6. Eastern Idaho Technical College Board Appointment (moved up in the agenda)

7. First Reading – Amendment to Board Policy III.V

M/S (Stone/Thilo): To approve the first reading of the amendment to Board Policy Section III.V. -- Articulation and Associate Degree Policy. Motion carried unanimously.

8. First Reading – Amendment to Board Policy Bylaws J.

M/S (Terrell/Stone): To approve the first reading of the amendment to Board Bylaws – Section J, Presidents' Council. Motion carried 6-0 (Agidius absent during the vote).

9. First Reading – Amendment to Board Policy II.I.

M/S (Lewis/Terrell): To approve the first reading of the amendment to Board Policy Section III.I – Leaves – All Employees. Motion carried 5 to one (Stone dissenting, Agidius absent during the vote).

By unanimous consent, the Board took up item 2 of Section I, and items 4 and 5 of Section II of the Business Affairs and Human Resources Agenda (BAHR).

BAHR – Section I, Item 2

2. University of Idaho – Multi Year Contracts – College of Law and School of Journalism and Mass Media

a. College of Law programs in Boise

M/S (Thilo/Stone): To approve the request by the University of Idaho for a five-year contract for the employment of the Director of External Programs and Instructor in Law, full-time, fiscal year, non-tenure track appointment, in substantial conformance to the form submitted to the Board, and to authorize the Vice President of Finance and Administration of the University of Idaho to execute the contract. Motion carried unanimously.

This item was presented by University of Idaho Vice President of Finance and Administration Doug Baker. He introduced Dean Burnett who explained that the issue of concern related to the American Bar Association accreditation standard requirements. Board member Agidius pointed out the request is for the approval of the multi-year contract, not a waiver of policy.

b. School of Journalism and Mass Media

M/S (Thilo/Agidius): To approve the request by the University of Idaho for permission to search for and appoint a non-tenure track senior instructor in a multi-year appointment for the School of Journalism and Mass Media, such appointment to be under a contract in substantial conformance to the form submitted to the Board and to authorize the Vice President of Finance and Administration of University of Idaho to execute the contract. Motion failed 2-5 (Agidius and Thilo voting Aye).

Doug Baker presented this item to the Board. Board member Hall asked for clarification. Mr. Baker noted that being able to offer a multi-year contract gives the institution greater flexibility and more possibility of success in terms of recruitment and retention. He explained that the Council on Academic Affairs and Programs (CAAP) had discussed drafting a recommendation regarding a policy change along the same lines. The UI indicated that approval of this position is time sensitive. Kent Nelson, UI legal counsel, spoke to the Board to clarify the rationale for requesting this waiver.

During discussion, Board members voiced concerns and agreed this is a sensitive issue. They observed that the same argument being presented by the University of Idaho might be used by all the other institutions as well. The Board suggested CAAP should bring a proposed policy change to the Board with more detail.

BAHR – Section II, Items 4 and 5

4. Idaho State University – CAES Facility/Idaho Falls

M/S (Hall/McGee): To approve the request by Idaho State University to proceed with financing and construction of the Center for Advanced Energy Studies in Idaho Falls and to authorize the Division of Public Works to award a design-build contract to Big-D Construction, the selected design-build team. The motion includes funding that comes from a combination of Idaho National Lab (INL) Settlement funds, U.S. Department of Housing and Urban Development grants, and bond proceeds, and the entire cost of the project shall not exceed \$17.0 million. In addition the motion provides approval for the lease agreement for the CAES building in cooperation with the Idaho National Laboratory. Motion carried unanimously.

Ken Prolo, Idaho State University, introduced Dr. Harold Blackman, Director of CAES to discuss the project. Board member Hall explained that the Board had received all the details regarding the CAES facility during previous meetings. He indicated that the materials provided in the agenda materials appeared to be in order.

**5. Idaho State University -- 2006 General Revenue Bonds**

M/S (Hall/Agidius): To approve a Supplemental Resolution authorizing the issuance and sale of \$10 million in general Revenue Bonds, Series 2006, of the Board of Trustees of Idaho State University; 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 2006 Bonds. A roll call vote was taken; motion carried unanimously.

Board member Hall explained that this bond allows the CAES project to go forward.

**ISTRUCTION, RESEARCH AND STUDENT AFFAIRS**

At this time Board member McGee introduced Stuart Tennant, the new Chief Postsecondary Academic Officer for the Office of the State Board of Education.

**1. Idaho State Board of Education Report on Commonalities and Differences Among Colleges and Schools Within Idaho's Public Higher Education Institution**

Dr. Richard Jacobsen of Boise State University College of Engineering presented this item. He provided background details for the Board. He noted that there are four Idaho universities offering undergraduate engineering – Boise State University, BYU-Idaho, Idaho State University and the University of Idaho. In addition, there are four common programs -- Civil Engineering, Computer Science, Electrical Engineering and Mechanical Engineering. Dr. Jacobsen explained that the demand is high for all of these programs. He went on to discuss the unique programs and degrees among Idaho's three state Colleges of Engineering and summarized their budgets. Dr. Jacobsen discussed the regional impact of the Colleges of Engineering on the business community.

Board member Hall thanked the institutions for their work on this project. He asked the Board office to maintain the slides for the purpose of referencing them in the future. Board President Stone asked that the information be kept current. Tony Fernandez of Lewis-Clark State College pointed out that the newly formulated Notice of Intent includes a place where similar programs at other institutions can be listed.

**2. New Graduate Program – Master of Nursing and Master of Science in Nursing – Boise State University**

M/S (McGee/Agidius): To approve Boise State University's request to offer a Master of Nursing and Master of Science in Nursing. Motion carried unanimously.

Sona Andrews of Boise State University discussed this item and introduced Pam Springer from the BSU Nursing Department. Dr. Andrews noted that the need for nurses is acute both statewide and nationally. She explained that these two degrees

are a result of a highly collaborative effort between BSU and ISU. In addition, BSU and ISU will collaborate on courses delivered throughout the state and online. A signed agreement between the two universities has been completed. Dr. Andrews complimented all those involved at BSU and ISU who worked on the collaboration and memorandum of agreement.

Board member Lewis applauded the collaboration as well as the material provided to the Board for being so thorough in addressing the points. Board member Agidius agreed and noted that the trust that is displayed in this type of cooperation is noteworthy.

### 3. Report on Governor's Nursing Taskforce

Jane McClaran from the Division of Financial Management was introduced. Executive Director Dwight Johnson noted that both he and Ms. McClaran served on the taskforce. Ms. McClaran reported that Governor Risch identified the nursing shortage as one of his priorities. She explained that Governor Risch increased funding to Lewis-Clark State College and the College of Southern Idaho for their nursing facilities because they had already passed through various levels of the approval process.

At the time the Board agreed, by unanimous consent, to move to item 6 of the Instruction, Research and Student Affairs agenda.

### 6. Science and Technology Advisory Council (STAC) Legislative Stimulus Package

Board member McGee introduced this item. Mr. Karl Tueller, Executive Director of the Idaho Office of Science and Technology, addressed the Board. He noted that Governor Risch requested the Science and Technology Advisory Council to make a legislative proposal that would substantially stimulate and grow Idaho's science and technology education, commerce and research and development infrastructure. Mr. Tueller discussed the proposed stimulus package which amounts to about \$48.8 million dollars; \$38.8 million in appropriations and \$10 million in tax credits. The stimulus package is divided into four areas: (1) Education; (2) Commerce; (3) Infrastructure; and (4) Oversight Organizations. The Board thanked Mr. Tueller for his presentation and for his support of the Math and Science requirements.

### 4. Student Taskforce Recommendations

M/S (Stone/Agidius): To support the recommendations of the task force and continue to work with key legislators and other stakeholders to implement a need-based grant program for Idaho. Motion carried unanimously.

Board member Thilo introduced this item. She acknowledged the hard work of Dana Kelly in the Office of the State Board of Education in addressing the request from the 2006 Legislature regarding needs-based scholarships for Idaho students. Ms. Thilo reported that the taskforce created a draft proposal that focused on early childhood



awareness for students and a shared commitment between the federal government, parents, students, institutions and the state.

There was lengthy discussion about how the funding would work, who would administer the funds, and what the criteria and process would be for qualifying. Board member Thilo explained that the taskforce proposed that a funding recommendation be presented to the 2007 Legislature for their consideration. She noted there were a number of details that still needed to be finalized.

Board member Lewis indicated he would vote in favor of the motion with the understanding that the Board would work out the details prior to it going to the Legislature. Board President Stone agreed. Executive Director Johnson noted that the Board staff is already working on that effort. Board President Stone requested that the proposed legislation be reviewed first by the Executive Committee of the Board.

#### 5. High Need Teacher Loan Forgiveness Legislation

M/S (Hall/Terrell): To approve that the subcommittee continue working with the Legislature to develop a means of meeting the need for highly qualified teachers throughout the state of Idaho by offering tuition reimbursement, grants, loans from business or other scholarship opportunities. Motion carried 6-0 (Agidius absent during the vote).

Board member Thilo presented this item and noted that it related to the high school redesign effort and finding qualified teachers for the specific content area where they are most needed. This is a loan forgiveness program for new teachers going into high need areas. It also applies to existing teachers who need to be certified to teach in one of the high need areas.

Board member Terrell asked for the same terms as the previous item.

#### 7. Review of Community College Interim Committee Recommendations

Matt Freeman of the Legislative Services Office updated the Board on the work of the Legislature's Interim Committee on Community Colleges. Board member Terrell noted that it appeared the discussion is at the same point as it was last year at this time and urged the Board to take a position of some sort. Board member Lewis noted that the Board had taken a position last year and strongly advocated it. Since then the Board's subcommittee, which included Board members Stone, Lewis and Hall, had met to discuss various ideas and approaches.

The Board discussed at length various options that the Board might consider for starting up and maintaining a new or existing community college. Board member Hall noted that Idaho already has an existing community college system with two institutions: North Idaho College and the College of Southern Idaho. He pointed out that the state dollars those two institutions receive are greater in comparison to what they get from local

taxes and tuition. Board member Hall explained that the concept under discussion at this time targets state funds to academic programs and not extracurricular activities.

Board member Lewis reported that the concept agreed upon was to earmark the state funds and that they not be just for maintenance, but also for matching and incentive funds for start up, and moving professional-technical courses out of existing institutions. It was noted that the term "academic" included professional-technical education programs as well.

The Board's subcommittee members explained that it had discussed other ideas such as having an existing community college fill the gap by offering services in other areas. Another idea was to support the lowering of the voting threshold to approve the creation of a local taxing district for any new community college.

Board member McGee asked Mr. Freeman about the budgetary impact. Matt Freeman noted that there were two approaches proposed at the last meeting of the Interim Committee. The big issue was what to do with the existing community college functions embedded in the existing four-year colleges. Another was whether or not to buy out the two existing community colleges what they are paid in property taxes. There would be significant fiscal impact in either case. He explained that the concept of state funding for just an academic/PTE community college function without extracurricular offerings was not discussed by the Interim Committee.

Executive Director Johnson reminded the Board that it had already voted to earmark \$10 million dollars to go toward the creation of a community college system. Board member Lewis indicated he would propose in a motion that it would be \$10 million for each community college as start-up in the first year.

Board member Terrell asked for something to be immediately drafted by Board staff so that the Board could discuss it later in the meeting. Board President Stone directed Board staff to do so.

#### 8. Update on the Grangeville School District Split

Karen Echeverria presented this item to the Board. She noted that the districts voted in favor of the school district split two weeks ago. As a result, the Board is responsible to appoint members to the local board. Superintendent Davis asked that this item be put on the January Board agenda. The Board agreed.

#### 9. Idaho's Assessment System Approval Under Title I of the Elementary and Secondary Education Act of 1965 (ESEA) as Amended by the No Child Left Behind Act of 2001 (NCLB)

Board member McGee reported that Idaho is now fully compliant with the requirements of the No Child Left Behind Act.

**BUSINESS AFFAIRS & HUMAN RESOURCES -- Section I – Human Resources**

A new item was added to the agenda at this time.

**Boise State University – BCS Invitation Agreement Approval**

M/S (Hall/Agidius): To approve Boise State University's acceptance of an invitation to participate in a Bowl Championship Series football game if such an invitation is extended to the University, and to delegate to the Executive Director of the State Board of Education final approval of such agreements as necessary for the University's acceptance, and upon that approval, to authorize the Vice President for Finance and Administration at Boise State University to execute said agreements. Motion carried 6-0 (McGee absent during the vote).

Board member Hall explained that under Board rules, the Executive Director has Board authority to approve contracts up to a certain level. It is anticipated that should BSU be invited to participate in the Bowl Championship Series, the amount would exceed that level. This motion gives the Executive Director the one-time authority to approve the BCS agreements.

**1. Office of the State Board of Education – New Position – Chief Postsecondary Academic Officer**

M/S (Hall/Lewis): To approve the request by the Office of the State Board of Education to hire Stuart Tennant as Chief Postsecondary Academic Officer in Academic Affairs (1.0 FTE) at a salary equal to or greater than 75% of the Executive Director's base salary. Motion carried 6-0 (McGee absent during the vote).

**2. University of Idaho – Multi Year Contracts – College of Law and School of Journalism and Mass Media** (this item was moved to a earlier point in the agenda)**3. University of Idaho – New Positions – University Advancement**

M/S (Lewis/McGee): To postpone this item until the February meeting and at that meeting request the University of Idaho to give a full presentation, without any proprietary information regarding their fundraising campaign where they seek Board support for their campaign and then, secondarily, take up the request for the 19 positions. Motion carried 5-2 (Agidius and Stone dissenting).

Dr. Tim White and Chris Murray of the University of Idaho presented this item to the Board. Dr. White discussed the staffing plan that would allow UI to raise \$300 million which would be used to support student scholarships as well as faculty endeavors. The staffing plan is to support a comprehensive campaign over a two-year process to seek and acquire private gifts in four critical areas: faculty, students, programs and facilities.

Mr. Murray discussed the campaign plan, including creation of a fundraising infrastructure that addresses needs critical to the UI.

Mr. Murray explained that even if all 19 positions were approved at this meeting, it would take up to two years to fill them all. Board President Stone noted the salary ranges add up to over a million dollars. Mr. Murray indicated that the funding of those positions will be by redirecting funds internally and also with support from the Foundation. Dr. White pointed out that as far as redirecting funds, it is in keeping with the strategic plan that allows the UI to target high priority efforts by moving funds away from less important efforts. He emphasized that no positions would be filled if there are not sustainable funds to support those positions. Dr. White clarified that the source of funds would not be from student fees.

The Board discussed at length the timing of this request and lack of notice provided to the Board by the UI regarding the fundraising campaign itself. Several Board members argued the point that the Board should have been informed of the fundraising campaign prior to receiving a request for positions.

#### **BUSINESS AFFAIRS & HUMAN RESOURCES – Section II – Finance**

At this time the Board moved to item 13 of the BAHHR Section II agenda.

#### **13. College and University Audit presentation – Moss Adams, LLP**

M/S (Agidius/McGee): To accept from the Audit Committee the Fiscal Year 2006 financial audit reports for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College, as presented by Moss Adams, LLP. Motion carried 6-0 (Hall absent during the vote).

Board member Terrell introduced the Audit Committee and explained that the Committee met in advance of the regular Board meeting to review the audit report. Board member Agidius introduced Kent Edmunds, the newest member of the Audit Committee. Mr. Agidius introduced Mary Case of Moss Adams, LLP, who reported to the Board. She introduced the audit team: Scott Simpson, Tammy Erickson and Pam Cleaver.

Ms. Case discussed the audit report briefly, touching on the critical elements of the process. She noted that the audits were conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), and included an auditor's opinion on the basic financial statements.

Scott Simpson reported on the Boise State University audit. He explained that the report was issued on November 13, 2006. The audit of the financial statements and the federal compliance were unqualified. There were no issues or findings on the federal programs. There was one finding related to the 2005 financial statement where there is a restatement, meaning there is an error in the statement due to a lack of internal controls in place. In 2006, BSU did catch and correct the error. In the financial statement issued this year it shows it is corrected. He indicated no conflict with

management was encountered during the audit.

Pam Cleaver reported on the Idaho State University audit. She noted that the audit report was issued November 15, 2006. The audit on the financial statement and the federal compliance were unqualified. Under federal awards, there was a finding in the prior year and it was fully corrected this year. She pointed out that under the required communication, a proposed adjustment was noted. There were no disagreements with management. Mr. Edmunds asked about the adjustment, year-to-year, and Board member Agidius explained that the Audit Committee had already made the recommendation to address it.

Mary Case reported on the University of Idaho audit. She discussed the various aspects of the audit. An unqualified opinion on the financial statement was issued, as was the report on the federal compliance. There was one internal control finding reported on the financials. The UI was a high risk auditee and so 50% or more of the programs had to be looked at. Ms. Case reviewed the various findings that were noted during the audit and explained them for the Board's benefit. There was a request from Board member Hall for follow-up by the Audit Committee to provide assurances to the Board that the findings were being addressed and a status report on the progress made to date. Board member Agidius agreed. Board member Terrell requested that the follow-up information be provided to the Board at the meeting in February 2007.

Tammy Erickson reported on the Lewis-Clark State College audit. She noted a report was issued on November 5, 2006. The report on the financial statements and compliance were unqualified. There were no findings or issues noted. LCSC qualified as a low-risk auditee.

Tammy Cleaver reported on Eastern Idaho Technical College audit. The final report was issued November 6, 2006. The audit report on the financial statement and compliance was unqualified. There were no findings or conditions reported. A prior year finding was fully corrected. EITC was a low-risk auditee.

Board member Hall asked Ms. Case if the Board needed to take immediate action on anything. Mary Case noted that assurances for a follow-up by the Audit Committee would be beneficial. Board member Hall asked Mr. Edmunds if he had any recommendations. He indicated he had none at this time, but urged the Board to appoint the other members of the Audit Committee very soon.

Board member Agidius indicated that the motion on the federal compliance audit would be presented at the February meeting.

#### 1. Boise State University – Facilities Financing Plan

Stacy Pearson of Boise State University presented this item. Dr. Kustra provided background information and explained how the financing plan fit with the long-term strategic plan. He noted further consideration of the funding for the stadium suite

project showed the necessity of taking a different approach. Ms. Pearson reported that this information item discloses the amount of debt BSU would incur pending Board approval of proposed new buildings. She presented an overview of the debt management objectives and the approach that BSU would take. Board member Lewis thanked Ms. Pearson and asked BSU to provide details at a future time based on the assumption that state funding is less than 3%, 2% and 1%. Ms. Pearson agreed to follow up.

2. Boise State University – Student Health, Wellness, Counseling, Nursing Building

M/S (Stone/McGee): To approve the request by BSU to construct, in conjunction with the Division of Public Works, a Student Health, Wellness and Counseling Center, to include additional program space for the Department of Nursing. The motion includes funding that comes from bonds, facility fee reserves, and private gifts, and the entire cost of the project shall not exceed \$25 million. The University may not request the Division of Public Works to award a contract for construction of this project prior to Board approval of the issued debt. Motion carried unanimously.

3. Boise State University – Student Union Building Expansion

M/S (Hall/Stone): To approve the request by Boise State University to proceed with construction of the Student Union Building expansion project, in conjunction with the State Division of Public Works. The motion includes funding that comes from the strategic facilities fee, and the entire cost of the project shall not exceed \$30,650,000. The University may not proceed with construction of this project prior to board approval to issue debt. Motion carried unanimously.

6. University of Idaho – Amendments of Faculty-Staff Handbook

M/S (Stone/Agidius): To approve amendments to University of Idaho Faculty-Staff Handbook Sections 5300 “Copyrights, Protectable Discoveries and Other Intellectual Property Rights,” and 5400 “Employment Agreement Concerning Intellectual Property.” Motion carried unanimously.

7. University of Idaho – Parking Lot Site Lease

M/S (Agidius/McGee): To authorize the Vice President for Finance and Administration at the University of Idaho to execute a site lease with Johnson and Stephens, LLC, in substantial conformance to the form submitted to the Board. Motion carried unanimously.

8. University of Idaho – Contract for Vending Rights

M/S (McGee/Agidius): To authorize the Vice President for Finance and Administration at the University of Idaho to execute a contract with Idaho Beverages, Inc., in substantial consistency with the draft submitted as part of this agenda item. Motion

carried unanimously.

9. University of Idaho – Pierce Property Re-conveyance

M/S (Stone/Agidius): To adopt the attached resolution as presented in the Board agenda materials, and authorize the Vice President for Finance and Administration at the University of Idaho to execute re-conveyance documents in substantial conformance to the form submitted to the Board. Motion carried unanimously.

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

M/S (Hall/Thilo): To approve the request by Lewis-Clark State College to enter into a management agreement with College Town Development Idaho, LLC, 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 (as presented in the Board materials), and represent the Idaho State Board of Education on documents related to this transaction. Motion carried unanimously.

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

M/S (Hall/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 unanimously.

12. Idaho Promise Scholarship –Increase Category B Award

M/S (Thilo/Terrell): To approve the amount of the Idaho Promise Scholarship, Category B, to be two hundred and seventy-five dollars (\$275) for the Spring semester, 2007, for a total of five hundred and twenty-five dollars (\$525) for the 2006-2007 academic year, per eligible student for those current recipients who maintain eligibility, and for qualified first-year entering students under the age of twenty-two in the Spring 2007. Motion carried unanimously.

Jeff Shinn of the Board office presented this item. He noted that each year, by law, the Board is able to increase the amount based on the anticipated applications.

DEPARTMENT OF EDUCATION

Dr. Jana Jones asked to move to item C at this time.

C. Property Transfer: Fremont County School District #215 and Sugar-Salem School District #322 – Jana Jones

M/S (Agidius/McGee): To approve the hearing officer's recommendation that the petition be approved.

AMENDED M/S (Agidius/McGee): To approve the hearing officer's recommendation and findings that the petition be approved. Motion carried 5-0 (McGee and Terrell absent during the vote).

Dr. Jana Jones introduced this item. Mr. Shawn Walters appeared as the petitioner. Superintendent Alan Dunn from the Sugar Salem School District reminded the Board that the intent of the law is to give people choice. He indicated that Sugar Salem supports Mr. Walters' request. Mr. Walters discussed the petition and noted that students in the area under consideration had been attending schools in the Sugar Salem School District #322 for many years. In addition, buses from #322 had been allowed to pick up students in this area. However, a recent change in the busing policy now precludes buses from #322 from picking students up on this route and that is what prompted this petition.

Dr. Jones noted that Fremont County did not send a representative to the meeting. She explained that she had spoken with the superintendent and he had indicated that the Fremont School District did not have a strong position on the petition. It was reiterated that approval of this motion simply allows the item to go on the local ballot.

A. Superintendent's Report – Marilyn Howard

Dr. Jana Jones read Dr. Howard's final report to the Board. The Board asked Dr. Jones to convey to Dr. Howard their thanks along with an acknowledgement of their appreciation for her years of service to the state. The Board also thanked Dr. Jones as well for her participation on the various Board efforts and wished her well.

B. FY 2008 Public School Budget Request

Dr. Jones briefly discussed several points related to this item. She noted that certain concepts might be worth the Board's consideration as far as the original intent behind the requests.

D. Appointment to the Idaho State Curricular Materials Selection Committee – Jana Jones

M/S (Hall/Agidius): To approve the request for an appointment to the Idaho State Curricular Materials Committee as submitted. Motion carried unanimously.

At this time the Board returned to the REGULAR BOARD AGENDA

Lloyd Mues of the University of Idaho was invited to update the Board on the plans to renovate the Kibby Dome. He indicated that a feasibility study is underway and anticipated a formal presentation at the meeting in February.

IRSA Item 7 - Continued



7. Review of Community College Interim Committee Recommendations (continued)

The Board returned to discussion of this item. A draft resolution was provided to the Board by the Board staff as directed. Lengthy discussion and fine tuning of the draft continued.

AMENDED M/S (Lewis/Hall): To approve the Community College motion that is before the Board at this time. Motion carried 6-0-1 (Thilo abstained).

M/S (Lewis/Hall): To change the wording of paragraph A.6 to clarify it so that it reads: An existing community college may dissolve its taxing district, and use the state funding to offer instructional programs and support. In such event, extracurricular activities may not be funded with state funds, and governance of the community college will transfer to SBOE as set forth in paragraph #5.

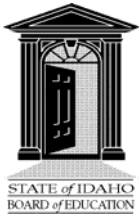
Board member Thilo asked for clarification on item A.6. It was explained that new community colleges would get state funds for their academic and professional-technical programs only. Board member Hall pointed out that the motion provides for two types of community colleges in the state: the traditional community college which gets funding from the state, but also has its own governing board; and, the academic model which is governed by the Board.

Board member Hall discussed the approaches that the existing four-year colleges could choose to take if the professional-technical education component were moved out into a local community college. Board member Lewis explained that the \$10 million for each new community college incorporates the funds necessary to help the universities if such a transition is made. It was noted that the language of these two options does not mandate that the four-year institutions move the PTE function. Board member Agidius pointed out that this is a conceptual idea which will likely change, however, it does provide the Legislature with a basis for discussion. Board member McGee pointed out that the Interim Committee had asked the Board to give some guidance on this issue.

Board member Thilo expressed concern that the existing community colleges would no longer be able to offer extracurricular activities if they opt out of their taxing districts. Board member Hall observed that neither NIC nor CSI would be required to change anything because it is a matter of choice. Board members Hall and Lewis explained that the proposal should incentivize new community colleges to opt for a local taxing district. Board member McGee noted concerns about the professional-technical education component because it isn't clear that the word "academic" also includes professional-technical education programs. She indicated that it is her understanding from the discussion that would be worked into the language of the proposal.

M/S (Terrell/Agidius): To adjourn the meeting at 7:00 p.m. Motion carried unanimously.

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

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DRAFT MINUTES  
STATE BOARD OF EDUCATION  
SPECIAL TELECONFERENCE MEETING  
650 West State Street  
Basement Conference Room  
Boise, Idaho  
January 8, 2007

A special meeting of the State Board of Education was held January 8, 2007 in the basement conference room of the Len B. Jordan Building, at 650 West State Street, Boise, Idaho. The meeting was conducted by conference call. Board Vice President Milford Terrell presided.

Milford Terrell, Vice President	Karen McGee
Paul Agidius, Secretary (by phone)	Sue Thilo (by phone)
Blake Hall (by phone)	Tom Luna, State Superintendent
Rod Lewis (by phone)	Absent: Laird Stone

The meeting began at 9:05 a.m. MT with a roll call of Board members.

**OPEN SESSION**

Board Vice President Terrell introduced the agenda and outlined the meeting timeline. He welcomed State Superintendent Tom Luna to the Board.

M/S (McGee/Luna): To accept the Board agenda as posted. A roll call vote was taken; motion carried unanimously.

**BUSINESS AFFAIRS & HUMAN RESOURCES – Finance Section**

**1. Boise State University – Press Box/Sky Suites**

M/S (McGee/Hall): To approve Boise State University's request to proceed with construction of the Press Box/Stadium Sky Suite facility at Bronco Stadium and to

authorize the Division of Public Works to award a design-build contract to FFKR Architects and Layton Construction for a total project budget not to exceed \$35.9 million. The University may proceed with construction activities but will limit expenditures to currently available project cash until the issuing of debt in February 2007. A roll call vote was taken; motion carried 6-0 (Terrell recused himself from the vote).

Board Vice President Terrell introduced President Bob Kustra of Boise State University and congratulated him and the BSU football team for their winning performance at the Fiesta Bowl game in Glendale, Arizona. Dr. Kustra thanked the Board and went on to present this item.

Dr. Kustra introduced Stacy Pearson and Gene Bleymaier to discuss the details of the Press Box/Stadium Sky Suite facility project. He noted this is a \$39.5 million project. Gene Bleymaier discussed the sale of the suites, club seats and loge seating noting that most have been sold. He indicated that BSU had been planning this stadium expansion project for several years and will continue to plan for future development based on demand and need.

Stacy Pearson outlined the overall steps that had been taken to date on this project and described the new facility. Stacy Pearson referred the Board members to the agenda materials and went over the details related to the financing and costs associated with the project. The funding request will be on the February Board agenda.

Mr. Luna asked what the cost savings would be if the debt was retired earlier. Board Vice President Terrell asked BSU to have that information available for the February Board meeting.

## 2. Boise State University – Bonding for Press Box/Sky Suites, Student Health Center, Student Union Expansion

Stacy Pearson introduced this item. The Board agreed to hear BSU's presentation with the understanding that a motion and vote would have to wait until the exact figures were available to them later in the morning. Ms. Pearson referred the Board members to the agenda materials and discussed the relevant details for their understanding and consideration.

## 3. University of Idaho – Research Dairy

M/S (Agidius/Thilo): To approve the request by the University of Idaho to seek a one-time appropriation of General Funds for the Agriculture Extension Service for FY 2008 in the amount of \$10 million from the Idaho Legislature, and to seek modification of the federal Morrill Act for the purpose of allowing the State of Idaho to apply real estate assets in the Agriculture College Endowment for acquisition of real estate, buildings and fixtures for experimental farms and provide these assets to the University of Idaho for use as the endowment beneficiary. This approval is for seeking the appropriation and

federal law changes only. The University shall return to the Board after completion of these steps for further authority to proceed with planning and construction. A roll call vote was taken; motion carried 5-1-0 (Terrell voted Nay and Luna abstained).

President Tim White of the University of Idaho presented this item to the Board. He provided background details and noted that the UI is seeking a one-time appropriation and also modification of the federal Morrill Act for the purpose of allowing the State of Idaho to apply real estate assets in the Agriculture College Endowment for acquisition of real estate, buildings, and fixtures for experimental farms and provide these assets to the UI for use as the endowment beneficiary.

Dr. White introduced Kent Nelson and Dean John Hammel of the UI who were participating by phone to provide additional detail and answer questions. Dean Hammel summarized the programmatic aspects of this proposal. Board member Thilo asked about changing the Morrill Act and Kent Nelson indicated a modification will bring it into the 21<sup>st</sup> century.

Board Vice President Terrell expressed concerns with the UI's appropriation assumptions and asked the UI to keep that in mind for future requests. Mr. Luna abstained from the vote due to a possible conflict of interest.

#### 4. Idaho State Historical Society – Agency Operations

M/S (Lewis/Hall): To approve a Supplemental Request for FY 2007 for the Idaho State Historical Society in the amount of \$75,500, General Funds (\$23,500 ongoing and \$52,000 one-time) for a new financial manager position and payment of financial contractor billings, and an FY 2008 request in the amount of \$53,000 (ongoing). No new FTE position is requested. A roll call vote was taken; motion carried 6-1 (Terrell voted Nay).

Board staff Jeff Shinn presented this item. He noted that as a result of two different audits, a determination was made that higher level staffing is needed to oversee that financial operation at the State Historical Society. An available FTE will be used. Keith Peterson, the Interim Director of the Historical Society strongly urged the Board to approve the request.

#### 5. Office of the Idaho State Board of Education – Deaf Transition Committee Staffing

M/S (McGee/Lewis): To approve a Line Item request for FY 2008 for the Office of the State Board of Education in the amount of \$60,000, General Funds (\$58,000 ongoing, \$2,000 one-time) for a staff position to support the Deaf Transition Committee. One new FTE position is requested. A roll call vote was taken; motion carried unanimously.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

**1. Opportunity Scholarship Legislation**

M/S (Thilo/Agidius): To approve the legislation for the Opportunity Scholarship Program and to authorize staff to forward the legislation to the Division of Financial Management. A roll call vote was taken; motion carried unanimously.

Board member Thilo discussed this item and provided background details for the Board. Board staff, Stuart Tennant was introduced to provide more details.

**2. High Need Educator Loan Forgiveness**

M/S (Thilo/Agidius): To approve the legislation for High Need Educator Loan Forgiveness and to authorize staff to forward the legislation to the Division of Financial Management. A roll call vote was taken; motion carried unanimously.

**3. North Idaho Corridor**

M/S (Thilo/Agidius): To support the concept of developing an education corridor in Coeur d'Alene to increase and improve access to higher education in North Idaho. A roll call vote was taken; motion failed 2-5 (Board members Agidius and Thilo voted Aye).

Board member Thilo briefly discussed the need for the coalition of partners that would allow growth to occur and also provide expanded economic opportunities in the area that demands a highly educated workforce. She noted that the motion is to approve the concept.

Board Vice President Terrell noted a reluctance to support the motion since it appeared to conflict with what the University of Idaho already has underway in the area. Board member Hall indicated his support for higher education opportunities in the area, but expressed concerns that the motion may be misinterpreted as an endorsement by the Board. Board member Lewis agreed with Mr. Hall.

**DEPARTMENT OF EDUCATION****A. Appointment of Trustees for Newly Formed School Districts in Idaho and Adams Counties**

M/S (McGee/Thilo): To approve the State Department of Education recommendation for trustee appointments as presented in the agenda materials. A roll call vote was taken; motion carried unanimously.

**EXECUTIVE SESSION**

M/S (McGee/Agidius): To move into executive session on January 8, 2007 at 11:02 a.m. pursuant to Idaho Code Section 67-2345(1) to discuss any item under the statute. A roll call vote was taken; motion carried unanimously.

M/S (McGee/Agidius): To move out of executive session at 11:45 a.m. A roll call vote was taken; 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; considered records that are exempt from public inspection; (d) considered records that are exempt by law 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.

At this time the Board returned to Open Session and item 2 of the Finance Section of the Business Affairs and Human Resources agenda

2. Boise State University – Bonding for Press Box/Sky Suites, Student Health Center, Student Union Expansion (continued)

M/S (McGee/Agidius): To approve a Supplemental Resolution for the Series 2007A Bonds, the title of which is as follows: A SUPPLEMENTAL RESOLUTION authorizing the issuance and sale of \$96,365,000 General Revenue and Refunding, Series 2007A, of the Board of Trustees of Boise State University; 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 2007A Bonds. A roll call vote was taken; motion carried unanimously.

The Board reconvened at 11:47 and took action on this item.

**OTHER BUSINESS**

Board member McGee announced that she had been appointed to a position in the Office of Governor Otter and would be stepping down from the Board of Education. Board members congratulated her and commended her for the tremendously hard work she has done to advance education in Idaho.

M/S (Lewis/Hall): To adjourn the meeting at 12:00 noon. A roll call vote was taken; motion carried unanimously.

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**CONSENT AGENDA  
FEBRUARY 21-22, 2007**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>BAHR-SECTION I BOISE STATE UNIVERSITY</b> New Positions, & Changes to Positions, Deletions of Positions	Motion to approve
2	<b>BAHR-SECTION I IDAHO STATE UNIVERSITY</b> New Positions	Motion to approve
3	<b>BAHR-SECTION I UNIVERSITY OF IDAHO</b> New Positions	Motion to approve
4	<b>BAHR-SECTION I LEWIS-CLARK STATE COLLEGE</b> New Position	Motion to approve
5	<b>PPGAC</b> – Alcohol Permits Issued by University Presidents	Information item
6	<b>PPGAC</b> – 2 <sup>nd</sup> Reading – Amendment to Board Policy III.V. - Articulation and Associate Degree	Motion to approve
7	<b>PPGAC</b> – 2 <sup>nd</sup> Reading – Amendment to Board Policy Bylaws J – President’s Council	Motion to approve
8	<b>PPGAC</b> – 2 <sup>nd</sup> Reading – Amendment to Board Policy II.I. Leave – All Employees	Motion to approve
9	<b>PPGAC</b> – Approval of Members to Eastern Idaho Technical College Advisory Council	Motion to approve
10	<b>IRSA</b> – Quarterly Report – Program Changes Approved by the Executive Director	Information item

**CONSENT AGENDA  
FEBRUARY 21-22, 2007**

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**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY**

**SUBJECT**

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

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND**

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

**DISCUSSION**

Boise State University requests approval to:

- create fourteen (14) new positions (13.51 FTE) supported by appropriated and local funds
- change two (2) current position's FTE (from 1.58 to 1.92 FTE) supported by appropriated and local funds
- delete one (1) position supported by appropriated funds.

**IMPACT**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

The request includes a combination of instructional, professional and administrative positions. One new position is for an Associate VP, Student Affairs, to combine the Dean of Students (being deleted) and a temporary position of Special Assistant to the Vice President. Another position will be an Associate Director for the Center for Advanced Energy Studies (CAES) and Energy Policy Institute. This position will be funded from grant funds, then converting to General Funds when the grant ends. There is also one new position for University Advancement, to monitor data quality and increase donor information for the upcoming campaign.

**BOARD ACTION**

A motion to approve the request by Boise State University for fourteen (14) new positions supported by appropriated and local funds; title, term, salary and FTE changes to two (2) positions; and to delete one (1) position.

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

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

**NEW POSITIONS**

Position Title	Technical Support Specialist
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	2/25/07
Salary Range	\$46,400
Funding Source	Appropriated
Area/Department of Assignment	Academic Technologies
Duties and Responsibilities	Provide technical support for audio-visual equipment, computers, software applications and hardware configurations for classrooms.
Justification of Position	New position required to support advanced systems in the new Interactive Teaching & Learning Center.

Position Title	Associate Vice President, Student Affairs
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	2/25/07
Salary Range	\$100,000
Funding Source	Appropriated
Area/Department of Assignment	Vice President for Student Affairs
Duties and Responsibilities	Provide strategic leadership for key student service areas.
Justification of Position	The Associate Vice President for Student Affairs position is created as part of a division reorganization to handle the duties of two positions that are now being deleted; the Dean of Students (position being deleted later in this agenda) and the temporary position for Special Assistant to the Vice President.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

Position Title	Violence Awareness/Response Coordinator
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	2/25/07
Salary Range	\$35,000
Funding Source	Local
Area/Department of Assignment	Women's Center
Duties and Responsibilities	Develop, implement and coordinate a vision and educational programs for violence awareness and risk reduction services on campus.
Justification of Position	Provide support services for victims of sexual assault and domestic violence.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	8/1/2007
Salary Range	\$46,000
Funding Source	Appropriated
Area/Department of Assignment	Criminal Justice Administration
Duties and Responsibilities	Provide instruction for Criminal Justice Administration courses.
Justification of Position	Additional faculty needed in delivering Bachelors and Masters level curriculum.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	8/1/2007
Salary Range	\$52,000
Funding Source	Grant
Area/Department of Assignment	Public Policy & Administration
Duties and Responsibilities	Provide instruction for Public Policy courses relating to energy and the environment.
Justification of Position	Additional faculty needed to support the Energy Policy Institute and Center for Advanced Energy Studies. Position will initially be grant funded, and will convert to general funding when grant ends.

Position Title	Associate Professor/Associate Director, Center for Advanced Energy Studies and Energy Policy Institute
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	8/1/2007
Salary Range	\$120,000
Funding Source	Grant
Area/Department of Assignment	Public Policy & Administration
Duties and Responsibilities	Provide instruction for Public Policy courses relating to energy policy; serve as director of the Center for Advanced Energy Studies.
Justification of Position	Additional faculty needed to support the Energy Policy Institute and Center for Advanced Energy Studies. Position will initially be grant funded, and will convert to general funding when grant ends.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

Position Title	Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	8/1/2007
Salary Range	\$110,000
Funding Source	Local
Area/Department of Assignment	Electrical Engineering
Duties and Responsibilities	Provide instruction and research for Electrical and Computer Engineering courses.
Justification of Position	Additional faculty needed to support PhD program.

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	8/1/2007
Salary Range	\$74,033
Funding Source	Grant
Area/Department of Assignment	Material Science and Engineering
Duties and Responsibilities	Provide instruction and research for Mechanical & Biomedical Engineering courses.
Justification of Position	Additional position needed to support the DEPSCoR (Defense Experimental Program to Stimulate Competitive Research) program for research and education in micropropulsion and related fields. Position will initially be grant funded, and will convert to general funding when grant ends.

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

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	3/1/2007
Salary Range	\$75,000
Funding Source	Grant
Area/Department of Assignment	Material Science and Engineering
Duties and Responsibilities	Provide instruction and research for Material Science & Engineering courses. Joint position between Material Science and Engineering and the Biology departments.
Justification of Position	Additional position needed to support the INBRE (Idea Network for Biomedical Research Excellence) program due to increasing biomaterials research. Position will initially be grant funded, and will convert to general funding when grant ends.

Position Title	Assistant Professor/Reference Librarian
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	3/1/2007
Salary Range	\$45,000
Funding Source	Appropriated
Area/Department of Assignment	Albertsons Library
Duties and Responsibilities	Provide reference and collection development services.
Justification of Position	Additional staff needed due to increase in demand for reference services with growth of student and faculty population.



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

Position Title	Marketing Specialist
Type of Position	Professional Staff
FTE	0.51 FTE
Term of Appointment	9 month
Effective Date	3/1/2007
Salary Range	\$20,613
Funding Source	Local
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Manage and coordinate marketing, promotional events, and communication activities.
Justification of Position	New position necessary to increase marketing and recruitment efforts for the College.

Position Title	IT Security Officer
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	7/1/2007
Salary Range	\$70,000
Funding Source	Local
Area/Department of Assignment	Office of Information Technology
Duties and Responsibilities	Responsible for reviewing and recommending policies, procedures and best practices for assuring the security of personal data and information.
Justification of Position	Compromised personal information and identity theft have become significant issues. Additional position needed to comply with numerous standards to ensure information security and privacy.

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

Position Title	Director, Advancement Services
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	3/1/2007
Salary Range	\$70,000
Funding Source	Local
Area/Department of Assignment	University Advancement
Duties and Responsibilities	Address and monitor data quality and increase quantity of donor information on advancement database; supervise staff.
Justification of Position	Position needed to ensure that advancement systems are prepared to effectively implement the comprehensive campaign.

Position Title	Director, New Student and Family Outreach
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	3/1/2007
Salary Range	\$55,000
Funding Source	Appropriated
Area/Department of Assignment	Vice President for Student Affairs
Duties and Responsibilities	Provide leadership and administrative oversight for New Student and Family Outreach program.
Justification of Position	Additional position needed to address program changes including new vision and increased scope of program.

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

**CHANGE IN POSITIONS**

Position Title	Management Assistant
Type of Position	Classified Staff
FTE	From .75 to 1.0 FTE
Term of Appointment	12 month .
Effective Date	3/1/2007
Salary Range	\$38,314
Funding Source	Appropriated
Area/Department of Assignment	President's Office
Duties and Responsibilities	Serve as liaison for the Assistant Vice President/General Counsel and Associate General Counsel.
Justification of Position	Additional FTE needed to cover increased workload and additional duties.

Position Title	Management Assistant
Type of Position	Classified Staff
FTE	From .83 to .92 FTE
Term of Appointment	11 month
Effective Date	3/1/2007
Salary Range	\$20,106
Funding Source	60% Local; 40% Appropriated
Area/Department of Assignment	Service Learning Center
Duties and Responsibilities	Initiate, cultivate, and sustain relationships with community organizations in order to enhance student learning through community engagement.
Justification of Position	Additional FTE need due to expansion of duties and increase in the Service Learning program.

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

**DELETED POSITIONS**

Position Title	Dean of Students
Type of Position	Professional Staff
FTE	1.0 FTE
Term of Appointment	12 month
Effective Date	3/1/2007
Salary Range	Previous salary \$64,959
Funding Source	Appropriated
Area/Department of Assignment	Vice President for Student Affairs
Duties and Responsibilities	Responsible for the administration and operation of the Student Special Services department.
Justification of Position	Vacant position deleted due to reorganization within Student Affairs.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
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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

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

b. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.

c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.

d. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

e. The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

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

**SUBJECT**

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

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND**

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

**DISCUSSION**

Idaho State University requests approval for:

- six (6) new professional staff positions (5.75 FTE) supported by state, local, and grant funds
- one (1) new classified staff position (1.0 FTE) supported by grant funds
- authorization to increase the FTE on one (1) professional staff position (.85 FTE) supported by local funds; and 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**

The request includes a combination of medical, professional and administrative positions. ISU requests to increase its student health center staff by one – a physician assistant.

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 seven (7) positions (6.75 FTE) and to increase the FTE on two (2) positions (1.85 FTE).

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

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

**NEW POSITIONS**

Position Title	Executive Director
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	February 26, 2007
Salary Range	\$80,000.00
Funding Source	Grant Funds
Area/Department of Assignment	College of Technology, Energy Systems Technology and Education Center (ESTEC)
Duties and Responsibilities	Oversee the development and operation of the Energy Systems Technology and Education Center (ESTEC); manage faculty, staff, and other personnel; administer grant funds.
Justification of Position	To provide administrative support for ESTEC and compliance with grant requirements.

Position Title	Associate Director for Program Development
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	February 26, 2007
Salary Range	\$50,000.00
Funding Source	Grant Funds
Area/Department of Assignment	College of Technology, Energy Systems Technology and Education Center
Duties and Responsibilities	Develop curriculum and assessment congruent with ABET standards; assist with ABET accreditation activities.
Justification of Position	To provide additional administrative support for ESTEC and for compliance with grant requirements.



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

Position Title	E-Learning Coordinator
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	February 26, 2007
Salary Range	\$60,000.00
Funding Source	Local Funds
Area/Department of Assignment	Instructional Technology Center
Duties and Responsibilities	Assist and train faculty in the implementation of educational technology programs; lead ongoing evaluation of LMS requirements and functionality; coordinate with ITRC staff; support web applications.
Justification of Position	To provide instructional design and technology support for ISU faculty in the Boise area.

Position Title	Staff Assistant
Type of Position	Non-Classified
FTE	.75
Term of Appointment	12 month
Effective Date	February 27, 2006
Salary Range	\$40,825.20
Funding Source	State Funds
Area/Department of Assignment	General Counsel
Duties and Responsibilities	Conduct pre-employment background checks for designated university positions; coordinate background checks for students in health professions and education programs prior to clinical placement, student teaching, etc.; conduct investigations, gather information, compile reports, etc., in connection with federal and state agency proceedings/hearings.
Justification of Position	To provide investigative support for General Counsel. The duties of this position have been previously performed by a temporary employee.

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

Position Title	Admissions Counselor/Recruiter
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	February 26, 2007
Salary Range	\$35,000.00
Funding Source	State Funds
Area/Department of Assignment	Enrollment Planning, Office of Admissions
Duties and Responsibilities	Responsible for all aspects of recruiting for a specific region including: provide prospective students with academic and program information; advise students in major selection; and execute special projects.
Justification of Position	To provide recruitment services to out-of-state student and students in rural regions in Idaho.

Position Title	Assistant Athletic Trainer
Type of Position	Non-Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	February 26, 2007
Salary Range	\$32,500.00
Funding Source	Local Funds
Area/Department of Assignment	Intercollegiate Athletics
Duties and Responsibilities	Provide care, prevention, rehabilitation of athletic injuries and pre-season screening; maintain records concerning athletic injuries, including etiology, treatment, and follow-up.
Justification of Position	To provide additional support for the training staff and comply with gender equity requirements.

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

Position Title	Administrative Assistant 2
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	February 26, 2007
Salary Range	\$25,604.80
Funding Source	Grant Funds
Area/Department of Assignment	College of Technology, Energy Systems Technology and Education Center (ESTEC)
Duties and Responsibilities	Assist with the day-to-day operation of ESTEC, including funds management, correspondence, web page administration, grant reporting, and other duties as assigned.
Justification of Position	To provide support staff for the ESTEC grant.

**CHANGES TO POSITIONS**

Position Title	Physician Assistant (PCN 7147)
Type of Position	Non-Classified
FTE	change from .60 to .85
Term of Appointment	12 month
Effective Date	February 26, 2007
Salary Range	\$51,272.00
Funding Source	Local Funds
Area/Department of Assignment	Student Health Center
Duties and Responsibilities	Provide primary health care to students and their spouses in a clinical setting.
Justification of Position	To provide increased support for patient care.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

Position Title	Office Specialist 2 (PCN 8344)
Type of Position	Classified
FTE	change from .50 to 1.0
Term of Appointment	12 month
Effective Date	February 26, 2007
Salary Range	\$20,785.40
Funding Source	State Funds
Area/Department of Assignment	Nursing
Duties and Responsibilities	Support staff for academic advisor, including schedule appointments, track applications, answer inquiries, order office supplies and equipment, track pre-nursing students, mail.
Justification of Position	To provide full-time clerical support for increased work load.

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO**

**SUBJECT**

A request by the University of Idaho for the approval of five new positions and the reactivation of deleted PCN

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Polices & Procedures Sections II.B.3 and II.G.1.b

**DISCUSSION**

The University of Idaho requests approval for:

- five (5) new positions (5.0 FTE) supported by appropriated and non-appropriated funds
- reactivate one (1) deleted PCN (1.0 FTE) supported by non-appropriated funds

**IMPACT**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

Four of the new positions are academic/instructional, one is professional and one is administrative support.

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

**BOARD ACTION**

A motion to approve the request by the University of Idaho to establish five (5) new positions supported by appropriated and non-appropriated funds and reactivate one (1) deleted PCN supported by non-appropriated funds.

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

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

**NEW POSITIONS**

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective Date	August 1, 2007
Salary Range	\$36,795.20
Funding Source	Appropriated and non-appropriated funds
Area/Department of Assignment	District II Cooperative Extension
Duties & responsibilities	Responsible for teaching and research
Justification	New position

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective Date	August 1, 2007
Salary Range	\$36,795.20
Funding Source	Appropriated and non-appropriated funds
Area/Department of Assignment	District II Cooperative Extension
Duties & responsibilities	Responsible for teaching and research
Justification	New position

Position Title	Assistant Professor
Type of Position	Faculty (tenure track)
FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective Date	August 1, 2007
Salary Range	\$53,040.00 - 58,011.20
Funding Source	Appropriated and non-appropriated funds
Area/Department of Assignment	Plant, Soil and Entomology
Duties & responsibilities	Responsible for teaching and research
Justification	New position

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

Position Title	Assistant Professor
Type of Position	Faculty (tenure track)
FTE	1.0 (1560 hours/year)
Term of Appointment	9 months
Effective Date	August 1, 2007
Salary Range	\$55,993.60 – 63,502.40
Funding Source	Non-appropriated funds
Area/Department of Assignment	Microbiology, Molecular, Biology and Biochemistry
Duties & responsibilities	Responsible for teaching and research
Justification	New position

Position Title	Administrative Assistant II
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	March 1, 2007
Salary Range	\$32,032.00 – 40,040.00
Funding Source	Appropriated funds
Area/Department of Assignment	Risk, Real Estate and Administrative Affairs
Duties & responsibilities	Responsible for providing clerical support
Justification	New position

**REACTIVATION**

Position Title	Director for Diversity and Human Rights
Type of Position	Non-faculty Exempt
FTE	1.0 (2080 hours)
Term of Appointment	12 months
Effective Date	March 1, 2007
Salary Range	\$85,462.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Diversity and Community
Duties & responsibilities	Responsible for furthering diversity and community relations
Justification	Reactivation of PCN 8425 (vacant over 12 months)

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: G. Policies Regarding Faculty (Institutional Faculty Only)**

October 2002

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**G. Policies Regarding Faculty (Institutional Faculty Only)**

1. Letters of Employment

- b. Term of Appointment - All non-tenured faculty employees have fixed terms of employment. No contract of employment with such an employee may exceed one (1) year without the prior approval of the Board. Employment beyond the contract period may not be legally presumed. Reappointment of a faculty employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.



**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

**SUBJECT**

A request by Lewis-Clark State College for approval of one (1) 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 listed above.

**DISCUSSION**

Lewis-Clark State College is requesting approval for:

- one (1) new position (1.0 FTE) supported by appropriated funds;

**IMPACT**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

The requested position is for a Financial Technician for the Budget Office.

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

**BOARD ACTION**

A motion to approve the request by Lewis-Clark State College for one (1) new position supported by appropriated funds.

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

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

**NEW POSITIONS**

Position Title	Financial Technician
Type of Position	Classified
FTE	1.0
Term of Appointment	12 months
Effective Date	2/1/2007
Salary Range	\$28,080
Funding Source	Local funds through FY07; appropriated funds beginning in FY08.
Area/Department of Assignment	Budget Office
Duties and Responsibilities	To organize, research, compile and disseminate financial information.
Justification of Position	To support the Budget Office requirements for financial information needed by both internal and external entities.

**CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

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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**

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 December 2006 Board meeting. Since that meeting, Board staff has received 24 permits from Boise State University, 10 permits from Idaho State University, and 9 from University of Idaho.

Board staff has prepared a brief listing of the permits issued for use from October 2006 through March 2007. The list is attached for the Board's review.

**IMPACT**

N/A

**ATTACHMENTS**

BSU permits	pages 3-4
ISU permits	page 5
UI permits	page 6
Governing Policies and Procedures Section I.J.2.	page 8

**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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**CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

**APPROVED ALCOHOL SERVICE AT  
BOISE STATE UNIVERSITY**

**November 2006 – February 2007**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Joseph & the Amazing Technicolor Dreamcoat	Morrison Center Main Hall	11/14-16/2006
Meet the Musicians	Choir Room – Morrison Center – Academic Side	11/17/2006
Fantastic Voyage	Morrison Center Main Hall	11/18/2006
Brian Regan	Morrison Center Main Hall	11/19/2006
BCS Reception	Allen Noble Hall of Fame	12/3/2006
Legislative Dinner	Allen Noble Hall of Fame	12/7/2006
Collin Raye's Christmas	Morrison Center Main Hall	12/8/2006
2006 STAR Wrap-Up	Hatch Ballroom in SUB	12/9/2006
"Graduation" Capstone Dinner	Boise State Culinary Bldg	12/9/2006
Fiesta Bowl Reception	Allen Noble Hall of Fame	12/11/2006
Tim Conway & Harvey Korman "Together Again"	Morrison Center Main Hall	12/10/2006
Blueprint for Good Growth	Lookout Room/SUB	12/14/2006
Nutcracker	Morrison Center Main Hall	12/15-16/2006
Idaho Inauguration Celebration Featuring Josh Turner	Morrison Center Main Hall	1/5/2007
"Black Tie & Boots" Inaugural Ball	Jordan Ballroom	1/6/2007
Bill Ingvall	Morrison Center Main Hall	1/13/2007
The Chieftains	Morrison Center Main Hall	1/17/2007
AAAS Pacific Division Banquet	Jordan Ballroom, BSU Student Union	1/19/2007
Garrison Keillor	Morrison Center Main Hall	1/22/2007

**CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

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American Voices	Morrison Center Main Hall	1/27/2007
Slackers Tour	Morrison Center Main Hall	2/5/2007
George Lopez in Concert	Morrison Center Main Hall	2/16/2007
Brahms Symphony No. 2	Morrison Center Main Hall	2/17/2007
2007 Bridge Gala	Morrison Center	2/22/2007

**CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

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**APPROVED ALCOHOL SERVICE AT  
IDAHO STATE UNIVERSITY**

**October 2006 – February 2007**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Dinner before Symphony Concert	Stephens Performing Arts Center	10/11/2006
Research/Creative Activity Event	Davis Gallery	10/20/2006
Holiday Party	Magnuson Alumni House	12/7/2006
Annual Auction and Fundraiser	Magnuson Alumni House	12/9/2006
Reception for College Faculty Staff	Magnuson Alumni House	12/13/2006
Pre-Concert Champagne Reception and Dinner	Performing Arts Center	12/19/2006
Annual Martin Luther King Banquet	Pond Student Union Bldg	1/13/2007
Wedding	Stephens Performing Arts	1/27/2007
Advertiser/Dignitary Party	Performing Arts Center	2/7/2007
Symphony League Dinner	Performing Arts Center	2/14/2007

**CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

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**APPROVED ALCOHOL SERVICE AT**  
**University of Idaho**

**December 2006 – March 2007**

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE (S)</b>
Charles Hummel Reception	Prtichard Art Gallery	12/9/2006
WSU College of Veterinary Medicine Nutcracker Ball	SUB Ballroom	12/15/2006
Robert Burns Night	SUB Ballroom	12/15/2006
Olsson-Nettleton Wedding Reception	Commons Food Court	12/30/2006
College of Engineering Centennial Launch	SUB Ballroom	1/17/2007
Athletic Fall Sports Banquet	SUB Ballroom	1/19/2007
Graue Scholars Faculty Reception	Quiet Room-Wallace	1/26/2007
Red Carnation Reception JHJF	Kibbie Activity Center	2/22/2007
Home and Garden Show	Student Sport Complex	3/16-17/2007



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**CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

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

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

J. Use of Institutional Facilities and Services

June 2004

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

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

**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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**SUBJECT**

Second Reading of Amendment to Board Policy III.V. Articulation and Associate Degree

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.A.4 & 5. – Page 6

**BACKGROUND**

In 2000, Ricks College changed its name to Brigham Young University Idaho (BYU Idaho)

**DISCUSSION**

The Board will need to amend Board Policy that references the Ricks College in order for Board policy to be accurate.

There were no changes to the proposed policy amendments between the first and second readings

**IMPACT**

If the Board does not approve the second reading of the amendment to Board Policy III.V. - Articulation and Associate Degree Policy, the policy will be inaccurate.

If the Board approves the second reading of the amendment to Board Policy III.V. - Articulation and Associate Degree Policy, the policy will be brought back to the Board for a second reading in February and the policy will be accurate.

**ATTACHMENTS**

Board Policy III.V. – Articulation and Associate Degree Policy Page  
2

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the second reading of the amendment to Board Policy III.V. - Articulation and Associate Degree Policy

**BOARD ACTION**

A motion to approve the second reading of the amendment to Board Policy III.V. - Articulation and Associate Degree Policy.

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

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

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: V. Articulation and Associate Degree Policy**

**February 2007**

**V. Articulation and Associate Degree Policy**

It is the State Board of Education's intent that this policy will assist students as they transfer between institutions of higher education in the process of completing their educational agendas. In addition, the Board believes that this policy will provide the public institutions of higher education with the guidelines necessary to carry out their mission and service function to students so that they can successfully transfer between institutions without penalty.

1. Statewide Articulation

a. Associate of Arts and Associate of Science Degrees

To facilitate the transfer of students, Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, the College of Southern Idaho, North Idaho College, Brigham Young University Idaho (BYU Idaho), and Treasure Valley Community College, shall individually and jointly honor the terms of this statewide articulation policy.

Students who complete requirements for the Associate of Arts or Associate of Science degree at an accredited institution in Idaho and Treasure Valley Community College will be considered as satisfying the lower division general education core requirements and shall be granted junior standing upon transfer to a four-year public institution in Idaho and will not be required to complete any additional lower division general education core courses subject to the conditions listed below.

Transfer students from any in-state or out-of-state academic accredited institution who have completed the equivalent of the State Board of Education's general education core for the Associate Degree will not be required to complete additional lower division general education core courses. However, these students must obtain certification of such completion. Certification of successful completion of the lower division general education core for students who have not completed the Associate of Science or Associate of Arts degree is the responsibility of the transferring institution.

This transfer policy will provide for the fulfillment of all general education, lower division core requirements only. It is not intended to meet specific course requirements of unique or professional programs (e.g., engineering, pharmacy,

**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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business, etc.). Students who plan to transfer to unique or professional programs should consult with their advisors and make early contact with a program representative from the institution to which they intend to transfer.

Transfer students who have not completed the Associate of Arts or Associate of Science or the general education core courses will not come under the provision of this articulation policy.

A maximum of seventy (70) lower division credit hours or one-half of the total credits required for a student's intended baccalaureate degree, whichever is greater, will normally be accepted for transfer from accredited community or junior colleges.

b. Associate of Applied Science Degrees

Students who complete all or a portion of the State Board of Education's general education coursework for the Associate of Applied Science degree at one of the public postsecondary institutions in Idaho may fully transfer those completed general education core courses into an academic program. However, professional-technical transfer students who have not completed any courses under the general education core will not be covered under the provisions of this articulation policy.

2. Transfer Associate Degree

The lower division general education core requirement must fit within the following credit and course requirements and must have a minimum of thirty-six (36) credit hours.

	Required Courses	Minimum Credits
a. <u>Communications</u> Coursework in this area enhances students' ability to communicate clearly, correctly, logically, and persuasively in spoken English. <u>Disciplines:</u> Speech, Rhetoric, and Debate	1	2
b. <u>English Composition</u> In meeting this goal, students must be able to express themselves in clear, logical, and grammatically correct written English. Up to six (6) credits may be exempt by ACT, SAT, CLEP or other institution accepted testing procedure. *3 or 6 credit hours depending upon initial placement results.	1	3 to 6*
c. <u>Behavioral and Social Science</u> Coursework in this area provides instruction in: (1) the history and culture of civilization; (2) the ways political and/or economic organizations, structures and institutions function and influence thought and behavior; and (3) the scientific method as it applies to social science research. <u>Disciplines:</u> Anthropology, Economics, Geography, History, Political Science, Psychology and Sociology. Note: Courses must be distributed over two (2) different disciplines.	2	6

**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

<p>d. <u>Humanities, Fine Arts, and Foreign Language</u>          Coursework in this area provides instruction in: (1) the creative process; (2) history and aesthetic principles of the fine arts; (3) philosophy and the arts as media for exploring the human condition and examining values; and (4) communication skills in a foreign language.  <u>Disciplines:</u> Art, Philosophy, Literature, Music, Drama/Theater, and Foreign Languages.</p>	2	6
<p>e. <u>Natural Science</u>          Coursework in this area: (1) provides an understanding of how the biological and physical sciences explain the natural world and (2) introduces the basic concepts and terminology of the natural sciences.  <u>Disciplines:</u> Biology, Chemistry, Physical Geography, Geology, and Physics.          Note: Courses may be distributed over two (2) different disciplines and must have at least one (1) accompanying laboratory experience.</p>	2	7
<p>f. <u>Mathematics</u>          Coursework in this area is intended to develop logical reasoning processes; skills in the use of space, numbers, symbols, and formulas; and the ability to apply mathematical skills to solve problems.  <u>Disciplines:</u> College Algebra, Calculus, Finite Mathematics, and Statistics.</p>	1	3

3. Associate of Applied Science Degree.

This professional-technical degree requires a minimum of 16 credit hours of general education coursework selected from each institution's general education core and is comparable to the general education core of the Associate of Arts (A.A.) and Associate of Science (A.S.) degrees. The courses completed from the general education core of the A.A.S. will be fully transferable to the A.A., A.S., and baccalaureate degrees.

	Required Courses	Minimum Credits
<p>a. <u>English/Communication</u>            In meeting this goal, students must be able to express themselves in clear, logical, and grammatically correct written English.  <u>Disciplines:</u> English 101 required, English 102 or Communication 101; An Applied English or Technical Writing course may be used if found to be comparable to ENGL 102.</p>	2	6
<p>b. <u>Mathematics/Computation</u>            Coursework in this area is intended to develop logical reasoning processes; skills in the use of space, numbers, symbols, and formulas; and the ability to apply mathematical skills to solve problems.  <u>Disciplines:</u> College Algebra, Calculus, Finite Mathematics and Mathematical Statistics. An Applied Mathematics course may be used if found to be comparable to a traditional mathematics course.</p>	1	3

**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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<p>c. <u>Social Science/Human Relations/ Interpersonal Communications</u>          Coursework in this area provides the student with the skills needed for understanding individuals in the work place; appreciation of cultures of civilization; environmental awareness; economic factors; and the functioning of thought and behavior.  <u>Disciplines:</u> Art, Anthropology, Communications, Economics, Geography, History, Literature, Music, Political Science, Psychology, Sociology and Theater Arts. An applied human relations course may be used if found to be comparable to a social science /humanities course.</p>	1	3
<p>d. <u>Natural Science</u>          Coursework in this area: (1) provides an understanding of how the biological and physical sciences explain the natural world and (2) introduces the basic concepts and terminology of the natural sciences.  <u>Disciplines:</u> Biology, Botany, Genetics, Chemistry, Physics, Geology, Astronomy, Biotechnology, Bacteriology and other related science-based courses. An applied science course may be used if found to be comparable to a science course.</p>	0	0



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

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: I. Governing Policies and Procedures**  
**Subsection: A. Policy-Making Authority**

April 2004

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**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 second reading. During the interim between the second 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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**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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**SUBJECT**

Second Reading of Amendment to Board Bylaws – Section J – President's Council

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections I.A.4. & 5. See TAB 7 Page 6

**BACKGROUND**

The Board's Bylaws Section J – President's Council has not been amended since October 2004. The President's Council is making these recommended amendments to the Bylaws to make them more consistent with the current practices of the President's Council.

**DISCUSSION**

Since April 2004, the President's Council has made many changes in the operation of their committee. The following proposed amendments are intended to bring the Board's Bylaws into compliance with the current practices of the President's Council.

There were no changes to the proposed policy amendments between the first and second readings.

**IMPACT**

If the Board does not approve the second reading of the amendment to Board Bylaws – Section J – President's Council, the policy will not be consistent with current practice.

If the Board approves the second reading of the amendment to Board Bylaws – Section J – President's Council, the policy will be brought back to the Board for a second reading in February and the policy will be consistent with current practice.

**ATTACHMENTS**

Board Bylaws – Section J – President's Council -

Page 2

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the second reading of the amendment to Board Bylaws – Section J – President's Council.

**BOARD ACTION**

A motion to approve the second reading of the amendment to Board Bylaws – Section J – President's Council.

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

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

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: BYLAWS**

**February 2007**

**J. Presidents' Council**

1. Purpose

The Presidents' Council convenes to discuss and make recommendations, as necessary, on Board agenda items and develops policy suggestions for Board consideration. The Presidents' Council may also choose or be directed with specific tasks by the Board and/or meet with others for exchanges of information or to discuss projects of benefit to the entire system. The Presidents' Council reports to the Board writ large 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. One (1) of these members shall serve as chair of the Council, with a new chair selected 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 ex-officio members of the Council.

3. Duties of the Chair

The chair:

- a. presides at all Presidents' Council meetings with full power to discuss all matters before the Council;
- b. establishes the Presidents' Council agenda in consultation with the membership; 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.

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**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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**SUBJECT**

Second Reading of Amendment to Board Policy II.I. – Leaves - All Employees

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections I.A.4. & 5. – See TAB 7 Page 6

**BACKGROUND**

Current Board policy requires any legislator who is an employee of an institution to be placed on leave without compensation during the legislative session. Last legislative session there was at least one legislator who was employed as a faculty member at an institution. This legislator works on grants for the Veteran's Administration and conducted research that once started cannot be halted. This legislator continued his work during the session on nights and weekend. Research indicates there is no law or rule that would prevent a legislator from continuing employment during the legislative session.

**DISCUSSION**

The current Board policy does not allow any legislator to continue working during the legislative session. The current proposed amendment would allow a legislator to continue working as a faculty member during the legislative session. The proposed amendment would also require that the faculty member be paid for only those hours actually worked. Staff finds no law or rule that would contradict this allowance. Furthermore, the State Controller has no objections.

There were no changes to the proposed policy amendments between the first and second readings.

**IMPACT**

If the Board does not approve the second reading of the amendment to Board Policy II.I. – Leaves – All Employees, employees would need to be placed on leave without pay during the legislative session.

If the Board approves the second reading of the amendment to Board Policy II.I. – Leaves – All Employees, employees would be compensated for those hours worked.

**ATTACHMENTS**

Board Policy II.I – Leaves – All Employees

Page 3

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the second reading of the amendment to Board Policy II.I. – Leaves – All Employees.

**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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**BOARD ACTION**

A motion to approve the second reading of the amendment to Board Policy II.I.  
– Leaves – All Employees.

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



**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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**Second Reading**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: I. Leaves – All Employees**

**February 2007**

**I. Leaves – All Employees**

1. Annual Leave

For all categories of employees, annual leave shall be as set forth in the respective subsection outlining policies for that category of employee (i.e., classified, non-classified, faculty, etc.)

2. Sick Leave

a. All employees accrue sick leave as provided for in Chapter 53, Title 67, Idaho Code, and rules of the Idaho Division of Human Resources. Sick leave shall be used in accordance with state law and internal institution, agency or school policies.

b. At the employee's option, annual leave may be used in lieu of sick leave.

3. Disability, Workers' Compensation, and Family Medical Leave

Disability, Workers' Compensation, and Family Medical leave shall be in accordance with applicable state and federal law.

4. Holidays

A holiday is a day of exemption from work granted to employees and for which they are compensated as if they had actually worked.

a. The following holidays are recognized by statute and the Board:

January 1 (New Year's Day)

Third Monday in January (Martin Luther King, Jr. Day/Human Rights Day)

Third Monday in February (Presidents' Day)

Last Monday in May (Memorial Day or Decoration Day)

July 4 (Independence Day)

First Monday in September (Labor Day)

Second Monday in October (Columbus Day)

November 11 (Veterans Day)

Fourth Thursday in November (Thanksgiving)

December 25 (Christmas)

**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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- b. In addition, any day may be designated by the President of the United States or the Governor of Idaho for a public fast, Thanksgiving, or holiday.
- c. In the event that a holiday occurs on a Saturday, the preceding Friday is recognized as a holiday. If a holiday falls on a Sunday, the following Monday is recognized as a holiday.
- d. If a chief executive officer desires to designate a holiday that is different from those specified above, the Chief Executive Officer must notify the Executive Director.

5. Other Leave

All other types of leave for classified employees shall be in accordance with Chapter 53, Title 67, Idaho Code, and the rules of the State Division of Human Resources. Other types of leave for University of Idaho classified employees shall be in accordance with the policies of the University of Idaho.

All other types of leave for non-classified employees, including faculty employees, shall be in accordance with the internal policies of each institution, agency or school and with the following:

a. Leave for Court Required Service

- (1) An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency will be granted leave with pay and any jury or witness fees may be retained by the employee.
- (2) An employee must request annual leave or leave without compensation for:
  - (a) appearing as a party in a non-job-related proceeding involving the employee;
  - (b) appearing as an expert witness when the employee is compensated for such appearance; or
  - (c) appearing as a plaintiff or complainant, or as counsel for a plaintiff or complainant, in a proceeding in which the Board or any of its institutions, agencies or school is a defendant or respondent.

b. Military Leave

**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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Leave for the purpose of military service shall be in accordance with applicable state and federal law.

c. Leave Without Pay

(1) Any employee may apply for leave without pay. Leave without pay is granted at the discretion of the Chief Executive Officer. The initial grant of leave without pay may be for a period of up to one (1) calendar year. Extensions of such leave for one (1) year at a time may be granted by the Chief Executive Officer not to exceed a total of three (3) successive calendar years.

(2) It is the Board's intent that the state salary not be duplicated to an employee serving in the Legislature. Therefore, an employee of an institution, agency or school who is elected or appointed to the Idaho State Legislature must be placed on leave without compensation for hours not worked during such time as the Legislature is in session. Any such employee must complete a time sheet every pay period during the session and may only be compensated for actual hours worked for the institution, agency or school. All hours short of forty (40) per week must be leave without compensation.

(3) Benefits While on Leave Without Pay. An employee who has received approval from the chief executive officer for leave without pay may continue to contribute toward and receive the benefits of any state or institutional insurance and retirement programs, if the laws, rules, regulations, policies, and procedures governing the administration of such insurance and retirement programs permit.

d. At the discretion of the Chief Executive Officer, an employee may be granted administrative leave with pay when the agency, school or institution will benefit as a result of such leave.

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**CONSENT AGENDA - PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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**INSTITUTION/AGENCY AGENDA**  
**EASTERN IDAHO TECHNICAL COLLEGE**

**SUBJECT**

Approval of members to the Eastern Idaho Technical College (EITC) Advisory Council

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-2212, Idaho Code  
Idaho State Board of Education Governing Polices and Procedures IV.I.

**BACKGROUND**

Consistent with Section 33-2212, Idaho Code, the State Board for Vocational Education may appoint an Eastern Idaho Technical College (EITC) Advisory Council consisting of not less than twelve (12) nor more than fifteen (15) persons. State Board of Education policy states that the EITC Advisory Council consists of the State Division of Professional-Technical Education Administrator and the EITC President as ex-officio members, and other members appointed by the State Board for Vocational Education, each to a term of three years. A council member is eligible for reappointment to consecutive terms.

**DISCUSSION**

A slate of four (4) persons is presented by the current EITC Advisory Council to the State Board of Education. All of the nominees are incumbent members of the Advisory Council, and their terms expired January 1, 2007. The EITC Advisory Council requests the State Board of Education reappoint the four (4) recommended persons, bringing the EITC Advisory Council membership to 14. The list of nominees is Joe Groberg, Dr. Fred Gunnerson, Frank Just, and Russell Spain.

Their terms will begin immediately upon State Board of Education ratification and continue through 2010.

**IMPACT**

This will bring the EITC Advisory Council membership to 14.

**ATTACHMENT**

Attachment 1 – Joseph Groberg Vita  
Attachment 2 – Dr. Fred Gunnerson Vita  
Attachment 3 – Franklin Just – Request for Reappointment  
Attachment 4 – Russell Spain Vita

**PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS**  
**February 22 – 23, 2007**

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**INSTITUTION/AGENCY AGENDA**  
**EASTERN IDAHO TECHNICAL COLLEGE - continued**

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the reappointment of Joseph Groberg, Dr. Fred Gunnerson, Frank Just and Russell Spain to the Eastern Idaho Technical College Advisory Council for a term beginning immediately and ending December 31, 2010.

**BOARD ACTION**

Motion to approve the reappointment of Joe Groberg, Dr. Fred Gunnerson, Frank Just, and Russell Spain to the Eastern Idaho Technical College Advisory Council for a term beginning immediately and ending December 31, 2010.

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

# Idaho Statutes

TITLE 33  
EDUCATION  
CHAPTER 22

VOCATIONAL EDUCATION -- FEDERAL AID

33-2212. CREATION OF ADVISORY COUNCIL -- MEMBERS -- COMPENSATION. The state board for professional-technical education may appoint an advisory council consisting of not less than twelve (12) nor more than fifteen (15) persons to offer counsel and advice in the organization, establishment and conduct of the Eastern Idaho Technical College. Members of the council will serve without salary but shall be compensated as provided by section 59-509(b), Idaho Code. Members of said council shall be appointed from as nearly as is practicable the vocational area to be served by the Eastern Idaho Technical College as determined by the state board for professional-technical education.

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**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

SECTION: IV. Organization Specific Polices and Procedures  
Subsection: I. Eastern Idaho Technical College

October 2003

**I. Eastern Idaho Technical College**

EITC is responsible for fostering and promoting Professional-Technical Education services in Region VI in Idaho under Idaho Code.

1. EITC Advisory Council

a. The EITC Advisory Council shall be appointed by the Board as provided for in Idaho Code §33-2212.

b. The EITC Advisory Council consists of the State Division of Professional-Technical Education Administrator and the EITC president as ex-officio members, and other members appointed by the Board , each to a term of three (3) years. An appointment to the EITC Advisory Council cannot be made until the nomination process has concluded.

c. Advisory Council Procedures:

(1) Incumbent Reappointment.

In the event that the incumbent candidate is interested in reappointment, the Advisory Council shall forward a recommendation to the Board, along with a letter of interest and statement of qualifications for the incumbent. The Board 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 EITC Advisory Council, on behalf of the Board, will advertise the vacancy in regional newspapers. Such advertisement will solicit interested persons to apply for the vacant position on the EITC Advisory Council.

b. Each applicant must provide a written statement expressing his or her interest in becoming a member of the EITC Advisory Council. Each applicant must also provide evidence of his or her qualifications for the position and each applicant must identify his or her primary residence.

c. The EITC Advisory Council will review all applications for the vacant position and conduct interviews as deemed necessary. The purpose of the review of applications is to eliminate from further consideration all but the most qualified applicants.

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: IV. Organization Specific Policies and Procedures**

**Subsection: I. Eastern Idaho Technical College**

**October 2003**

- d. The EITC Advisory Council will forward only the most highly qualified applicants, in order of preference, through the EITC President 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 EITC Advisory Council.
  - e. The EITC Advisory Council shall solicit such nominations beginning with the acceptance of any resignation or as soon as a vacancy shall occur for any other reason, and shall appoint a replacement within ninety (90) days of the beginning of solicitation for nominations.
3. Policies and Procedures
- a. The EITC Advisory Council will operate under the Professional-Technical Administrators Handbook for Advisory Committees.
  - b. The EITC Advisory Council will submit an annual report to the Board through the EITC president. The report will include recommendations for consideration by the Board.

JOSEPH H. GROBERG

Attorney at Law

1605 SOUTH WOODRUFF AVE. • IDAHO FALLS, IDAHO 83404 • (208) 522-3571  
FAX (208) 522-3060 • JOEGROBERG@HOTMAIL.COM

**December 6, 2006**

**Bill Robertson, President  
Eastern Idaho Technical  
College 1600 Hitt Road  
Idaho Falls, ID 83404-5788**

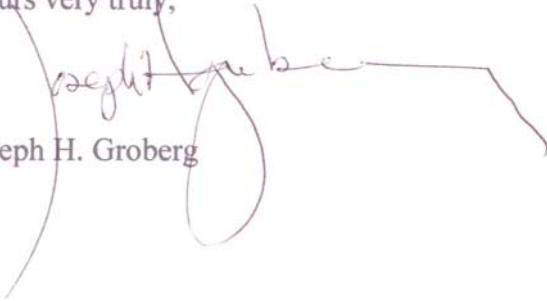
**Re: EITC Advisory Board**

**Dear Bill:**

**I would be honored to serve on the Eastern Idaho Technical College Advisory Council for another term. I am attaching a current resume.**

Yours very truly,

Joseph H. Groberg

A handwritten signature in dark ink, appearing to read "Joseph H. Groberg", is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

JOSEPH H. GROBERG  
Attorney at Law  
1605 SOUTH WOODRUFF AVE. • IDAHO FALLS, IDAHO 83404 • (208) 522-3571  
FAX (208) 522-3060 • JOEGROBERG@HOTMAIL.COM

## Resume

Education: Graduate of Idaho Falls High School (1961)

Brigham Young University BA  
(1967) University of Chicago JD  
(1970) Dartmouth College MALS  
(1998)

Employment: Lawyer in private practice 1970 to present.

Member of Colorado and Idaho State Bars.  
Co-owner of GHG Investment Co., a real estate development business  
1976 to present.

Local and Community Service:

Founding board of Eastern Idaho Technical College Foundation, served  
from inception to 2005.

Currently member of Eastern Idaho Technical College Advisory Council.  
Currently member of Idaho Falls City Council- served from 1989 - 1993,  
1997 to present.

Currently member Board of Idaho Falls Redevelopment  
Agency. Board of Idaho Falls affiliate of Habitat for  
Humanity.

# Fred Gunnerson

February 14, 2007

William A. Robertson  
Eastern Idaho Technical College  
1600 S 25<sup>th</sup> E  
Idaho Falls, ID 83401

Mr. Robertson,

I am interested and willing to serve another term on the EITC Advisory Council, assuming the Council members are willing to have me. I believe the next few years will be critical to the growth and further development of EITC, years that I would like to be actively involved with EITC. Attached is a copy of my revised resume.

Sincerely,

Fred Gunnerson

# Fred Gunnerson

## FRED S. GUNNERSON

### HOME

919 Swan Valley Hwy  
Ririe, ID 83443  
Phone: (208) 538-7486  
Email: [fredgunnerson@aol.com](mailto:fredgunnerson@aol.com)

### OFFICE

University of Idaho  
1776 Science Center Drive  
Suite 306  
Idaho Falls, ID 83402-1575  
Phone: (208) 282-7962  
Fax: (208) 282-7950  
Email: [gunner@if.uidaho.edu](mailto:gunner@if.uidaho.edu)

## EDUCATION

- Ph.D. Nuclear Engineering, University of New Mexico (1979)
- M.S. Nuclear Engineering, University of New Mexico (1975)
- B.S. Mechanical Engineering, Colorado State University (1972)

## EXPERIENCE

May 1995 to Present: University of Idaho

Seconded to INEEL (1999 – 2005), see below.

Director, University of Idaho, University Place campus at Idaho Falls (1995-1999)

Professor of Mechanical Engineering (1995-present)

Director of Nuclear Engineering (2005-present)

July 1999 to February 2005: Idaho National Engineering & Environmental Laboratory (INEEL)

Professor of Mechanical Engineering, University of Idaho, seconded to INEEL.

Director of Education & Research Initiatives Division (7/99-7/03).

Director of Energy Efficiency & Technology (7/03-2/05). A research organization with approximately 100 scientists & engineers. Departments: Fossil Energy, Renewable Energies, Sustainable Design and Materials. Annual budget: \$20M.

August 1980 to May 1995 - University of Central Florida, College of Engineering, Orlando,  
FL 32816 (407) 823-5091

1991-1995 Professor - Mechanical & Aerospace Engineering

1991-1995	Director - Office of Graduate Affairs, College of Engineering
1991-1995	Director – UCF Florida Engineering Education Delivery System (FEEDS)
1990-1991:	Acting Assistant Dean - College of Engineering, Office of Graduate Affairs
1988-1989:	Assistant Chair - Department of Mechanical & Aerospace Engineering
1985-1991:	Associate Professor of Engineering
1980-1985	Assistant Professor of Engineering

December 1984 to August 1985 and May 1987 to August 1987 - Joint Research Centre-Ispra Establishment and Division of Applied Mechanics, 1-21020 Ispra (Varese), Italy  
 Visiting Scientist - Basic and applied research in Nuclear reactor safety, boiling heat transfer-liquid metals, high temperature properties, temperature measurements and molten-fuel coolant interactions.

March 1979 to July 1980 and May 1981 to July 1981 - EG&G Idaho, Inc., P.O. Box 1625, Idaho Falls, Idaho

Senior Engineer - Nuclear research, analysis, and interpretation of LWR fuel rod behavior phenomena during postulated accident scenarios. Basic research in thermal sciences including boiling heat transfer, thermal-hydraulics, and interfacial phenomena

January 1976 to March 1979 - University of New Mexico

Ph.D. Research - Film boiling destabilization from hydrodynamic and thermodynamic considerations and applications to nuclear reactor safety.

September 1974 to January 1976 - University of New Mexico

M.S. Research - Theoretical prediction of minimum film boiling conditions for spherical particles and assessment of noble gas solubility in molten nuclear fuel with applications to LWR/LMFBR safety analysis.

January 1973 to August 1974 - Bechtel Power Corporation, Russellville, Arkansas

Field Engineer for Mechanical/Nuclear Equipment - Construction and startup of nuclear power plants.

## **AWARDS & DISTINCTIONS**

2005	Executive of the Year-2005, Eagle Rock Chapter-IAAP
2003	Affiliate Faculty, Idaho State University
2000	NASA Recognition for research in two-phase cryogenic systems.
1992	US Patent: 5,159,972 Controllable Heat Pipes
1991	UCF/MAE Distinguished Researcher of the Year, Nominee (Peer Selection)
1988	UCF Foundation Award for Excellence in Research, MAE Nominee (Peer Selection)
1987	UCF Foundation Award for Excellence in Teaching, COE Nominee (Peer Selection)
1986	NASA Recognition Award for Creative Development of Technical Innovation: presented by Congressman Bill Nelson (FL)
1983	Dow Young Educator of the Year Award (ASEE) Southeastern USA
1982	College of Engineering, Professor of the Year (Student Selection)
9/77-2/77	Stipendiary: Associated Western Universities (AWU)
6/74-6/75	Energy Research and Development Administration (ERDA) Traineeship
6/75-7/76	Chair of UNM Chapter of American Nuclear Society

## MEMBERSHIPS & REGISTRATIONS

American Society of Mechanical Engineers (ASME) - Member (Since 1969)  
 Vice Chairman, Idaho Section, 1996-1999, Board of Directors, 1999 to present.  
 American Nuclear Society (ANS) – Member (since 1974)  
 Registered Professional Engineering, State of Florida, Mechanical Engineering, PE  
 #33662 (1982-1995)  
 Fallout Shelter Analyst, Federal Certification #3TT0014384  
 Rotary International 1996 to present  
 Chamber of Commerce, Idaho Falls, 1996-2000.  
 Board of Directors, Idaho Innovation Center (IIC) 1999 to 2003.  
 Eastern Idaho Technical College (EITC) Advisory Council, 2000 to present.  
 Pacific Northwest Regional Roundtable (PNRR), Member, 1999 to 2003.

## PUBLICATIONS

F. S. Gunnerson and A. W. Cronenberg  
 “A Prediction of the Inert Gas Solubilities in Stoichiometric Molten UO<sub>2</sub> and their Effects on Fuel Fragmentation and Behavior”, Trans. Am. Nucl. Soc., 21,410 (1975)

F. S. Gunnerson and A. W. Cronenberg  
 “A Prediction of the Inert Gas Solubilities in Stoichiometric Molten UO<sub>2</sub>”, J. Nucl. Matl., 58, 311-320 (1975)

F. S. Gunnerson and A. W. Cronenberg  
 “A Correlation for the Leidenfrost Temperature for Spherical Particles and It’s Application to FCI Analysis”, Transactions Am. Nucl. Soc., 26, 381 (1977)

F. S. Gunnerson and A. W. Cronenberg  
 “A Thermodynamic Prediction of the Temperature for Film Boiling Destabilization and It’s Relation to Vapor Explosion Phenomena”, Trans. Am. Nucl. Soc., 28, 449 (1977)

F. S. Gunnerson and A. W. Cronenberg  
 “On the Thermodynamic Superheat Limit for Liquid Metals on It’s Relation to the Leidenfrost Temperature”, J. Heat Transfer, 100, 734-737 (November 1978)

F. S. Gunnerson and A. W. Cronenberg  
 “A Prediction of the Minimum Film Boiling Conditions for spherical and Horizontal Flat Plate Heaters” ASME 79-HT-45 (1975)

F. S. Gunnerson and A. W. Cronenberg  
 “Film Boiling Destabilization from Hydrodynamic and Thermodynamic Considerations with Application to the Understanding of Vapor Explosion Phenomena”  
 University of New Mexico, Bureau of Engr. Research Tech. Report No. NE-66 (79),  
 NRC-318-1, (April 1979)

F. S. Gunnerson and D. T. Sparks  
 “Behavior of a Nine-Rod Bundle Under Power-Cooling-Mismatch Conditions”, Trans. Am. Nucl. Soc., 33, 479, (1979)

F. S. Gunnerson and A. W. Cronenberg  
 “Film Boiling and Vapor Explosion Phenomena”, J. Nucl. Tech., 49(3), 380 (1980)

F. S. Gunnerson, D. T. Sparks and D. K. Kerwin  
 “Film Boiling Behavior of a PWR-Type Fuel Bundle”, J. Nucl. Tech., Vol. 52, 86 (1981)

F. S. Gunnerson & P. E. MacDonald



- “In-Pile DNB Behavior of a Nine-Rod Power-Type Fuel Bundle”, Transactions of ANS Topical Meeting on Thermal Reactor Safety, Knoxville, Tenn. (April 8-11, 1980)
- F. S. Gunnerson & A. W. Cronenberg  
“On the Minimum Film Boiling Conditions for Spherical Geometries”, J. Heat Transfer, 102, 335-341 (May 1980)
- F. S. Gunnerson  
“On the Prediction of Quench and Rewet Temperatures”, Trans. Am. Nucl. Soc., 34, 466 (1980)
- F. S. Gunnerson and T. R. Yackle  
“Quenching and Rewetting of Nuclear Fuel Rods”, J. Nucl. Tech., Vol. 54, 113 (1981)
- D. T. Sparks, F. S. Gunnerson, Z. R. Martinson and N. T. LeFebre  
“Power-Cooling-Mismatch Test Series Test PR-1: Quick Look Report”, EGG-TFBP-5122 (March 1980)
- F. S. Gunnerson and D. T. Sparks  
“In-Pile Power Cooling Mismatch Testing of a Nine-Rod Fuel Assembly: Results of Test PCM-7”, NUREG/CR-2303, EGG-2126 (October 1981)
- F. S. Gunnerson and P. S. Dunphy  
“A Study of: Film Boiling, Quench and Rewet Phenomena During High Pressure Power-Cooling-Mismatch Testing”, NUREG/CR-1623, EGG-2052, R1 (January 1982)
- J. E. Dahlquist, F. S. Gunnerson, and R. A. Nelson  
“Critical Heat Flux Mapping”, Transactions of 3rd Multi-Phase and Heat Transfer Symposium-Workshop, CERI, Miami, FL (April 18-20, 1983)
- F. S. Gunnerson  
“Nuclear Power: Is It a Safe Alternative?”, Emphases, UCF Publication (April 1984)
- F. S. Gunnerson  
“Transient Critical Heat Flux Behavior”, Proceedings of 12th Water Reactor Safety Research Information Meeting, Washington, D. C. (October 22-26, 1984) (Invited)
- J. E. Dahlquist, F. S. Gunnerson and R. A. Nelson  
“Considerations for Modeling Critical Heat Flux Behavior”, J. Nucl. Tech. (February 1985)
- F. S. Gunnerson, E. R. Hosler and K. O. Pasamehmetoglu  
“Transient Critical Heat Flux Behavior”, UCF Report No. 85-86-1 (August 1985)
- K. O. Pasamehmetoglu and F. S. Gunnerson  
“Theoretical Considerations of Transient Critical Heat Flux”, Proceedings of 3rd International Conference on Reactor Thermal-Hydraulics, Newport, Rhode Island (October 15-18, 1985)
- G. W. Caille, E. R. Hosler and F. S. Gunnerson  
“Visual Observations of Flow Patterns Through Tube Support Plates of Circular Hole and Trefoil Designs”, AIChE Symposium Series No. 245, Vol. 81 P-148-155 (1985)
- E. R. Hosler, F. S. Gunnerson, M. D. Jonowski and B. L. French  
“Numerical Methods for the Analysis of Transient and Two-Phase Cryogenic Systems” UCF-ENGR 85-86-2 (September 1985)
- H. Schins and F. S. Gunnerson  
“Boiling and Fragmentation Behavior During Fuel-Sodium Interactions”, Nuclear Engineering Design, Vol. 91, pp. 221-235 (1986)
- H. Schins and F. S. Gunnerson  
“Liquid-Phase Density from Solid-State Properties”, High Temperatures-High Pressures, Vol. 18, pp-249-254 (1986)
- H. Schins, D. Magallon, S. Giulliani and F. S. Gunnerson  
“Pouring of Molten UO<sub>2</sub>, UC and AL<sub>2</sub>O<sub>3</sub> in Sodium: Interactions & Debris” Theoretical Analysis, European Applied Research Reports, Vol. 7 No. 4 (1986)
- F. S. Gunnerson and P. W. Morgan

- “Configuration Development for a Pyrotechnic Disseminator”, Final Report to Chemical Research and Development Center, Aberdeen Proving Ground, Maryland, 21010, Engineering Technology, Inc. No. ETI-TR-662-01 (January 1987)
- P. W. Morgan and F. S. Gunnerson  
 “A Simple Method of Parametric Studies of the Behavior of Pyrotechnic Disseminators”  
 Smoke/Obscurants Symposium IX, Laurel, Maryland (April 21-23, 1987)
- K. O. Pasamehmetoglu, R. A. Nelson and F. S. Gunnerson  
 “A Theoretical Prediction of Critical Heat Flux in Saturated Pool Boiling During Power Transients”, ASME National Heat Transfer Conference, Pittsburgh, PA (August 7-10, 1987)
- K. O. Pasamehmetoglu, R. A. Nelson and F. S. Gunnerson  
 “Study of the Hovering Period and Bubble Size in Fully Developed Pool Nucleate Boiling of Saturated Liquid with a Time-Dependent Heat Source”, ASME National Heat Transfer Conference, Pittsburgh, PA (August 7-10, 1987)
- F. S. Gunnerson, J. A. Meyer and R. Zeyen  
 “An Investigation Boiling Behavior with Applications of Nuclear Reactor Safety”  
 UCF 16-260805 (August 1987)
- K. O. Pasamehmetoglu, R. A. Nelson and F. S. Gunnerson  
 “Fluid-to-Fluid Modeling of Critical Heat Flux with a Time-Dependent Heat Input”  
 ASME Winter Annual Meeting, Boston, MA (December 1987)
- P. R. Chappidi and F. S. Gunnerson  
 “A Numerical Study of the Drag and Heat Transfer Characteristics of a Wedge in Film Boiling Flow”, 25th National Heat Transfer Conference, Houston, TX, Vol. 2, pp-475-486 (July 24-27, 1988)
- K. O. Pasamehmetoglu, R. A. Nelson and F. S. Gunnerson  
 “A Theoretical Prediction of Critical Heat Flux in Subcooled Pool Boiling During Power Transients”, 25th National Heat Transfer Conference, Houston, TX (July 24-27 1988)
- P. R. Chappidi and F. S. Gunnerson  
 “Skin Friction and Heat Transfer of a Vertical Flat Plate in Film Boiling Flow”  
 Multi-Phase Transport and Particulate Phenomena, Edited by T. N. Veziroglu, Hemisphere Publishing Company, New York (Proceedings of the 5th Miami International Symposium on Multi-Phase Transport and Particulate Phenomena, Miami, FL, December 12-14, 1988, pp, 401-418 (1990)
- F. S. Gunnerson, J. A. Meyer, P. R. Chappidi and R. Zeyen  
 “The Settling Behavior of Hot, Boiling Spheres in Subcooled Water”, 5th International Symposium on Multi-Phase Transport and Particulate, Miami Beach, Florida, December 12-14, 1988, pp. 337-344 (1990)
- K. O. Pasamehmetoglu, R. A. Nelson and F. S. Gunnerson  
 “A Theoretical Prediction of Critical Heat Flux in Forced Convection Boiling During Power Transients”, 25th National Heat Transfer Conference, Houston, TX (July 24-27, 1988)
- P. R. Chappidi and F. S. Gunnerson  
 “Analysis of Heat and Momentum Transport Along a Moving Surface”, International Journal of Heat and Mass Transfer, Vol. 32, No. 7, 1383-1386 (1989)
- P. R. Chappidi, F. S. Gunnerson and K. O. Pasamehmetoglu  
 “Film Boiling Drag and Heat Transfer of a Flat Surface”, Numerical Heat Transfer, Part A: Applications, Vol. 19, pp. 327-344 (1991)
- K. O. Pasamehmetoglu, R. A. Nelson and F. S. Gunnerson  
 “Critical Heat Flux Modeling in Pool Boiling for Steady-State and Power Transients”  
 Journal of Heat Transfer, Vol. 112, pp. 1048-1057 (November 1990)
- P. R. Chappidi, F. S. Gunnerson and K. O. Pasamehmetoglu

- “A Simple Forced Convection Film Boiling Model”, International Communications in Heat and Mass Transfer, Vol. 17, No.3, pp.259-270 (1990)
- K. O. Pasamehmetoglu, R. A. Nelson and F. S. Gunnerson  
“CHF Modeling in Forced Convection Film Boiling During Power Transients”, Journal of Heat Transfer, Vol. 112, pp-1058-1062 (November 1990)
- P. R. Chappidi, K. O. Pasamehmetoglu and F. S. Gunnerson  
“The Influence of Surface Radiation of Forced Convection Film Boiling”  
International Symposium on Gas-Liquid Two-Phase Flows, ASME Winter Annual Meeting, Dallas, TX (November 25-30, 1990)
- P. R. Chappidi, K. O. Pasamehmetoglu and F. S. Gunnerson  
“Forced Convection Film Boiling Drag and Heat Transfer of a Wedge”, AIAA/ASME 5th Thermophysics and Heat Transfer Conference, Seattle, WA (June 18-28, 1990) (Also AIAA Paper No. 90-1724)
- P. R. Chappidi, F. S. Gunnerson and K. O. Pasamehmetoglu  
“Forced Convection Film Boiling Drag and Heat Transfer of a Wedge”, Journal of Thermophysics and Heat Transfer (July 1991)
- P. R. Chappidi, K. O. Pasamehmetoglu and F. S. Gunnerson  
“The Influence of Surface Radiation and Forced Convection Film Boiling”, International Journal of Heat and Fluid Flow, 1991
- G. E. Thorncroft and F. S. Gunnerson  
“Performance Evaluation of a Solid State Phase Change Material for Thermal Storage Applications”, 26th Annual IECEC, Boston, August 4-9, 1991, Vol. 4, pp. 285-289
- F. S. Gunnerson and G. E. Thorncroft  
“Visualizing the Thermal Performance of Heat Pipes with Thermochromic Liquid Crystals”, 26th Annual IECEC, Boston, August 4-9, 1991, Vol. 4, pp. 296-299
- F. S. Gunnerson and P. R. Chappidi  
“The Behavior of Free-Falling Boiling Spheres with Relation to Vapor Explosion Phenomena”, 13th International Colloquium on the Dynamics of Explosions and Reactive Systems, Nagoya, Japan, July 28 - August 2, p.97, 1991
- F. S. Gunnerson and G. E. Thorncroft  
“Heat Pipes-Phase Change Material Technologies for Commercial and Residential Applications”, Final Report to National Aeronautics and Space Administration, May 31, 1991, Printed in UCF Report 16-26-208
- F. S. Gunnerson and G. E. Thorncroft  
“Mapping Temperature on Heat Pipes”, Physical Sciences, NASA Tech Briefs, January 1993, p. 58
- F. S. Gunnerson and G. E. Thorncroft  
“Development of a Residential Thermal Energy Storage Module”, Final Report to Florida Power Corporation, February 26, 1991
- Z. J. Zuo and F. S. Gunnerson  
“The Effect of the Working Fluid Inventory on Thermosyphon Performance”, Fundamentals of Heat Pipes, ASME HTD, Vol. 278, June 1994
- F. S. Gunnerson and F. D. Sanderlin  
“A Controllable, Wickless Heat Pipe Design for Heating and Cooling”, 6th AIAA/ASEE Thermophysics and Heat Transfer Conference, Colorado Springs, CO, June, 1994
- Z. J. Zuo and F. S. Gunnerson  
“Numerical Study of Thermosyphon Flooding Limit”, ASME HTD, Vol. 278, June 1994
- F. S. Gunnerson and Z. J. Zuo  
“Numerical Modeling of the Steady-State Two-Phase Closed Thermosyphon”, International Journal of Heat and Mass Transfer, Vol. 37, No. 17, pp. 2715-2722 (1994)
- P. S. Ziesler, F. S. Gunnerson and S. K. Williams

- “Advances in Positive Pressure Ventilation: Live Fire Tests and Laboratory Simulation”, NIST Annual Conference on Fire Research, October 18-22, 1993
- P. S. Ziesler and F. S. Gunnerson  
 “Simulation of Positive Pressure Ventilation (PPV) for Research and Training”, 4th International Symposium on Fire Safety Science, Ottawa, Ontario, Canada, June 13-17, pp 1029-1039, 1994
- P. S. Ziesler, F. S. Gunnerson and S. K. Williams  
 “Simulation of Positive Pressure Ventilation (PPV) for Fire Fighter Training”, The International Emergency Management & Engineering Conference (TIEMEC) April 18-21, Miami, FL, 1994
- P. S. Ziesler, F. S. Gunnerson and S. K. Williams  
 “Advances in Positive Pressure Ventilation: Live Fire Tests and Laboratory Simulation” J. Fire Technology, Vol. 30, pp. 269-277, 1994
- Z. J. Zuo and F. S. Gunnerson  
 “Modeling of an Inclined Two-Phase Closed Thermosyphon”, 4th ASME/JSME Thermal Engineering Joint Conference, Lahaina, Hawaii, March 19-24, 1995
- Z. J. Zuo and F. S. Gunnerson  
 “Effect of Thermosyphon Size Reduction on its Heat Transfer Performance”, 4th ASME/JSME Thermal Engineering Joint Conference, Lahaina, Hawaii, March 19-24, 1995
- F. S. Gunnerson and Z. J. Zuo  
 “Thermodynamic Analysis of the Thermosyphon Performance”, 9th International Heat Pipe Conference, Albuquerque, New Mexico, May 1-5, 1995
- P.S. Ziesler and F.S. Gunnerson  
 “Live Fire Comparisons with the CFAST Code”, International Conference on Fire Research in Engineering, Orlando, FL Sept. 10-15, 1995.
- Z. J. Zuo and F. S. Gunnerson  
 “Heat Transfer Analysis of an Inclined Two-Phase Closed Thermosyphon”, Journal of Heat Transfer, 1995
- F.S. Gunnerson and M. Dakins,  
 “Education for the Future: Current Trends”, Journal of the Idaho Academy of Science, Vol. 33, No. 1, April 1997
- F.S. Gunnerson, R.T. Jacobsen and G. Pillay,  
 “A Strategic Alliance Between Regional Universities and Industries at a National Laboratory”, American Society for Engineering Education, Annual Conference, Montreal, Canada, June 2002.
- F.S. Gunnerson,  
 “Energy for the United States: There’s Change in the Air”, invited presentation, US Market Intelligence Breakfast, GLOBE Conference 2004, Vancouver, BC, Canada, April 2, 2004.
- F. Gunnerson, J.R. Hess, B. Reynolds and T. Foust,  
 “Reducing U.S. Oil Dependency and Greenhouse Gas Emissions Through Fuel Synthesis”, Submitted to J. Biomass & Bioenergy, August 2005.  
 Also presented as: “Liquid Transportation Fuels from Biomass Carbon and Nuclear Hydrogen”, 12<sup>th</sup> Intermountain Conference on the Environment, Pocatello, Idaho, September 2005.

December 27, 2006

Mr. William Robertson  
President  
Eastern Idaho Technical College  
1600 S. 25<sup>th</sup> E.  
Idaho Falls, ID 83404

Subject: Request for Reappointment to Eastern Idaho Technical College Advisory Council.

Dear Mr. Robertson:

My interest in continuing as a member of the Advisor Council is to:

Support continuing efforts to expand college outreach services throughout the area.

Support recommendations from the Governor's Task Force on Nursing Education.

Encourage expansion of workforce and economic development programs offered by the college.

My qualifications are as follows:

Have instructed courses for both the University of Idaho (Idaho Falls Campus) and the Idaho State University (Pocatello campus).

Attended two years of Engineering at Idaho State University and two years at the University of Idaho. I hold a Masters Degree from the University of Idaho, which was earned from class work taken at the Idaho Falls campus.

Have served on the Eastern Idaho Technical College Advisory council since the origination of the college, having served as chair for several years.

I respectfully request reappointment to the Eastern Idaho Technical College Advisory Council. It is my honor and pleasure to serve the Idaho State Board of Education.

Sincerely,

A handwritten signature in cursive script that reads "F. Just".

Franklin Just



**EASTERN IDAHO COMMUNITY ACTION PARTNERSHIP**  
*(formerly Eastern Idaho Special Services Agency, Inc.)*

P.O. Box 51098  
357 Constitution Way  
Idaho Falls, Idaho 83405  
(208) 522-5391  
FAX (208) 522-5453  
1-800-632-4813

November 14, 2006

Bill Robertson, President  
Eastern Idaho Technical College  
1600 Hitt Road  
Idaho Falls, ID 83404-5788

Dear Bill,

Please consider this a Letter of Interest to continue as a member of the Eastern Idaho Technical College Advisory Council for another term.

I believe that the Advisory Council serves a valuable service to the Administration of EITC and I am grateful for the opportunity to serve EITC. Together, the Council and the Administration is a partnership that moves EITC to a higher priority within the community and the state. I look forward to continuing to be associated with the Council.

If you need further information, please let me know.

Sincerely,

Russell K. Spain,  
CCAP  
Executive Director



**RUSSELL K. SPAIN**  
2792 Barnes Way  
Idaho Falls, ID 83401  
(208) 552-1098  
email rspain@eicap.org

### **Educational Background**

Post-graduate (6 semester hours), 1987-88, University of Idaho, Moscow, Idaho  
Post-graduate (12 semester hours), 1973, College of Education, Idaho State University, Pocatello, Idaho  
BS, 1973, Drama, Idaho State University, Pocatello, Idaho High School, 1962, Kimberly High School, Kimberly, Idaho

### **Military Service**

U.S. Air Force, 1969-73, Titan II Missile Communications Repairman  
Honorable Discharge, 1973

### **Employment Summary**

Eastern Idaho Community Action Partnership, Idaho Falls, Idaho (1997-Present)

Idaho Public Television, KUID/KCDT, Moscow, Idaho Director of Community Services/Station Manager. (1985-1997)

Idaho Public Television, KISU, Pocatello, Idaho (1975-1985)

Operations Manager (1983-85)

Acting Manager, Operations Manager (1982-83)

Producer-Director (1981-82)

Acting Production Manager (1980)

Public Affairs Producer-Director (1975-81)

Idaho State University Closed Circuit Instructional Television System, Pocatello, Idaho (1973-75)

Assistant Director (1973-75)

U.S. Air Force, Davis-Monthan Air Force Base, Arizona (1969-73)

Titan II Missile Communications LES Quality Control Evaluator (1971-73)

Titan II Missile Communications Repairman (1969-73)

Idaho State University Closed Circuit Instructional Television System, Pocatello,  
Idaho (1965-67)  
College Work Study Student

### **Administrative Experience**

Executive Director, Eastern Idaho Community Action Partnership. (2005-Present)  
Responsible for all operations and programs, including Head Start,  
Weatherization, Area VI Agency on Aging, Community Services and Housing.  
Responsible for assets, revenues and expenditures over \$7,000,000.

Director, Area VI Agency on Aging. (1997-2005). Responsible for all operations of  
the Area Agency on Aging, including advocating for senior citizens to the state  
legislature and Members of Congress. Responsible for an over \$1,000,000  
budget of Federal Title III Older Americans Act money and Idaho State Senior  
Services Act.

Director of Community Services Idaho Public Television, Station Manager, Idaho  
Public Television, KUID/KCDT. (1985-1997) Responsible for the day-today  
operation of the stations. Responsible for the operation of the Outreach and  
Education Service activities at all Idaho Public Television locations. Responsible  
for \$800,000+ station budget and budget of the Community Services  
Department. Serve as the PBS Ready-to-Learn Coordinator for the State of  
Idaho; Planning Committee member for the 11<sup>th</sup> Annual National Utilization  
Conference, Boise, ID, April 18-22, 1997; and Executive Director of the Friends  
of Idaho Public Television, KUID/KCDT, Inc. Board of Directors.

Operations Manager, Idaho Public Television, KISU, (1982-85). Supervised  
scheduling of production personnel and facilities, responsible for final  
detailing of KISU program logs, and insured all scheduled programs were  
recorded and ready for broadcast.

Acting Manager, Idaho Public Television, KISU, (1982-83). Supervised the entire  
KISU staff and was responsible for the budget of the station and Friends of  
Channel 10, Inc.

Acting Production Manager, KISU, (1980). Supervised two other Producers,  
three CWSP personnel and was responsible for the scheduling of the KISU  
Production Department.

Producer-Director, KISU, (1975-82). Produced and directed a weekly TV  
program. Supervised 3 to 8 people on a daily basis.



## **Production Experience (Highlights)**

Producer-Director of the Channel 10 Auction. Distribution: Local (May 1985; November 1983)

Producer-Director of "Idaho Fly Tying". Eight part series instructing viewers how to tie flies used in Idaho fly fishing waters. Distribution: Idaho Public Television. (April 1985; January 1982)

Producer- Director of a week long series of programs to coincide with Pocatello's Centennial Celebration. This series included six and a half hours of programming, one hour of that being live Centennial Parade coverage. Distribution: Local. (May-June 1982)

Producer-Director of "As It Happens", a weekly thirty-minute public affairs program, incorporating a combination of ENG and studio video. Distribution: Local. (1977-1981)

Producer Director of "F.A.R.M. the Future of Agriculture in the Rocky Mountains", a half-hour documentary funded by Levi-Strauss. Shot on 16mm film and edited at Rocky Mountain Broadcast Center in Denver. Distribution: Regional via Pacific Mountain Network of PBS stations.

## **Special Training**

Executive Development Institute, NACAA, University of New Mexico, 2000. The First step in training and work toward the Certified Community Action Professional designation.

Ready to Learn Coordinators Training, Corporation for Public Broadcasting, Washington, DC, February, 1997. State and Station Coordinators are trained in early childhood learning patterns and the delivery of training workshops to teachers, parents and day care providers.

Telelearning '96, Chicago, IL, September, 1996. A conference co-sponsored by the PBS Adult Learning Service. The latest developments in Distance Learning at the community college and university levels, both academic and technological, were made available to attendees via workshops.

Puzzle Place Trainer Training, KCET, Los Angeles, CA, June, 1996. A train-the-trainer workshop for diversity training based on the goals of the PBS children's program, Puzzle Place. The trainees would then train teachers locally how to integrate the program goal of diversity into their curriculum.

11<sup>th</sup> Annual National Utilization Conference, SECA, Columbia, SC, May, 1996. Considered the premier training conference for state and PBS station Education and Instructional Television Directors. I served on the Planning Committee for this conference that also is a training vehicle for education technology use in the classroom.

Ready-to-Learn Coordinators Training, Corporation for Public Broadcasting, Washington, DC, January, 1996. State and Station Coordinators are trained in early childhood learning patterns and the delivery of training workshops to teachers, parents and day care providers.

10<sup>th</sup> Annual National Utilization Conference, SECA, Jackson, Mississippi, May, 1995. Considered the premier training conference for State and PBS Station Education and Instructional Television Directors. Leaders are trained in the use of new technology developments in the classroom.

CPB Executive Management Training Seminar University of Wisconsin Extension, Madison, Wisconsin. (1987)

CPB Mid-Management Training Seminar University of Wisconsin Extension, Madison, Wisconsin. (1983)

“Political Broadcasting, Personal Attack, and the Fairness Doctrine” NAEB Workshop, Salt Lake City, Utah. (1980)

Corporation for Public Broadcasting In-Service Training Grant Observed the production of “The MacNeil-Lehrer Report” at WNET, New York City, New York. (1980)

## **Honors and Awards**

Certified Community Action Professional-National Association of Community Action Agencies. (2001-Present)

Moscow Central Lions Club, Lion-of-the- Year (1993)

Idaho Press Club Competition-Best Public Affairs Program-3<sup>rd</sup> Place. “As It Happens: Church vs. Symms” (1981)

Idaho Press Club Competition-Best Sports Story-3<sup>rd</sup> Place. “As It Happens: Title IX”

Jay Silverheels/Will Sampson Collection, Los Angeles County Library, Los Angeles, California-“As It Happens: Indian Stereotyping” (1981), is included in their collection to aid in Native American research.

Idaho State Broadcasters Association Competition-Best Agricultural Program 1<sup>st</sup>  
Place, "F.A.R.M. the Future of Agriculture in the Rocky Mountains" (1980)

### **Other Activities**

Region X Board Member-National Association of Area Agencies on Aging.  
(2004-2005)  
Conference Committee Chairperson, National Association of Area Agencies on  
Aging National Conference. (2004-2005)  
Alternate to the Board of the National Association of Area Agencies on Aging,  
Region X. (2000-2004)  
Communicator and Temporary Board Chairman--Partners for Prosperity: New  
Beginnings for Eastern Idaho, a project funded by the Northwest Area Foundation  
to reduce poverty in 16 counties of east Idaho. (2001-2005)  
President of Idaho Association of Area Agencies on Aging, (2001-2005)  
Member Eastern Idaho Technical College Advisory Council (2000-Present)  
Member Idaho Falls July 5<sup>th</sup> Parade Committee, Idaho Falls, Idaho (1999-2002)  
Vice-President of Idaho Association of Area Agencies on Aging, (1999-2000)  
Secretary/Treasurer of Idaho Association of Area Agencies on Aging, (1998-1999)  
Member Idaho Falls, Idaho Chamber of Commerce, (1997-Present)  
Treasurer, Board of Directors, Community Action Agency, Lewiston, serving five  
county area of Idaho and Washington, (1995-1997)  
President, Moscow Central Lions Club, (1994-95)  
President, Board of Directors, Idaho's Junior Miss, (1987-89)  
Member, Education Committee, Moscow Chamber of Commerce (1990-1997)  
Member, Moscow, Lewiston, Coeur d' Alene, Post Falls and Sandpoint Chambers  
of Commerce (1988-1997)  
Bannock County Crimestoppers, InC.-Charter Member, Member Board of  
Directors (1983-85)  
City of Pocatello Summer Musical-Sir Pellinore in CAMELOT (1982)

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**CONSENT - INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**FEBRUARY 21-22, 2007**

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**SUBJECT**

Quarterly Report: Program Changes Approved by Executive Director

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.G.4.b.(2), Program Approval and Discontinuance

**BACKGROUND**

In accordance with Board policy, "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.

**DISCUSSION**

In accordance with Board policy, "All modifications approved by the executive director shall be reported quarterly to the Board." The Board office is providing a report of program changes, additions, etc. from Idaho's public colleges and universities that were approved by the executive director.

**IMPACT**

NA

**STAFF COMMENTS AND RECOMMENDATIONS**

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.

**CONSENT - INSTRUCTION, RESEARCH & STUDENT AFFAIRS  
FEBRUARY 21-22, 2007**

**Academic Programs  
Approved by Executive Director  
November 2006 – January 2007**

<b>Boise State University</b>
Department Name change: Dept. of Criminal Justice Administration to Dept. of Criminal Justice
Bifurcation of existing program: Master of Science in Education w/ an Emphasis in Educational Technology to include the following: <ul style="list-style-type: none"> <li>• Discontinue Master of Science in Education w/emphasis in Educational Technology</li> <li>• Create new Master of Educational Technology</li> <li>• Create new Master of Science in Educational Technology</li> </ul>
New Minor in Leadership Studies
Name change: Bachelor of Science in Geology to Bachelor of Science in Geosciences
Discontinue Bachelor of Art in Art Education, K-12 or 6-12
Department Name change: Networking, Operations, and Information Systems to Information Technology and Supply Chain Management
Combine 2 current undergrad programs: Network and Telecommunications and Computer Information Systems
Name change: BBA/BA/BA in Operations Management to Supply Chain Management
Merge two departments into one to Dept of Special Education and Early Childhood Studies

<b>Idaho State University</b>
Addition/expansion to Online Pre-Professional Speech Pathology and Audiology
Name change: Office of Graduate Studies to Graduate School

**Professional - Technical Education Programs  
Approved by Executive Director**

<b>Program Change</b>	<b>Institution</b>
Addition of Advanced Technical Certificate in Childcare & Development	<b>BSU</b>
Inactivate options within Computer Networking Technologies <ul style="list-style-type: none"> <li>• AAS – Novell Computer Networking Technologies</li> <li>• Certified Novell Engineer Postsecondary Technical Certificate</li> <li>• AAS – Cisco Networking Technologies</li> <li>• Postsecondary Technical Certificate – Cisco Certified Networking Associate Certification</li> </ul>	<b>EITC</b>
Name change of Hospitality/Hotel Management to Hospitality Management	<b>LCSC</b>
Discontinue Electronics Technician and Electronics Communication options	<b>LCSC</b>

**CONSENT - INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
**FEBRUARY 21-22, 2007**

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

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

G. Program Approval and Discontinuance

October 2005

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4. Program Approval Policy

b. Existing instructional programs, majors, minors, options, emphases and instructional units.

(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.

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**February 21 – 22, 2007**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>PRESIDENT’S COUNCIL REPORT</b>	<b>Information Item</b>
<b>2</b>	<b>BOISE STATE UNIVERSITY PROGRESS REPORT</b>	<b>Information Item</b>
<b>3</b>	<b>IDAHO VOCATIONAL REHABILITATION PROGRESS REPORT(IDVR)</b>	<b>Information Item</b>
<b>4</b>	<b>ECONOMIC DEVELOPMENT COUNCIL PROGRESS REPORT</b>	<b>Information Item</b>
<b>5</b>	<b>SMALL BUSINESS DEVELOPMENT CENTER PROGRESS REPORT</b>	<b>Information Item</b>
<b>6</b>	<b>APPROVAL OF THE FEDERAL CARL D. PERKINS SIX – YEAR PLAN</b>	<b>Motion to Approve</b>

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**FEBRUARY 21 – 22, 2007**

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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.

**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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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**FEBRUARY 21 - 22, 2007**

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**SUBJECT**

Boise State University 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 Boise State University has supplied an overview of its status and accomplishments.

**DISCUSSION**

Dr. Bob Kustra, President of Boise State University, will be in attendance at the meeting and present a summary of the accomplishments and future goals of the college.

**IMPACT**

President Kustra's presentation will provide the State Board members and others with current status information about Boise State University.

**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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**IDAHO DIVISION OF VOCATIONAL REHABILITATION**

**SUBJECT**

An overview of the Idaho Division of Vocational Rehabilitation

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

This presentation is at the Board's request for a better understanding of the agency under the Board's authority.

**DISCUSSION**

- An agency overview
- Mission statement
- Key points in the rehabilitation process
- Agency effectiveness
- Staffing
- Current initiatives
- Future challenges

**IMPACT**

N/A

**ATTACHMENTS**

Annual report of the Idaho Division of Vocational Rehabilitation - 2006  
Annual report of the Idaho State Rehabilitation Council - 2006  
*Please find these two attachments in the forward of the Agenda book.*

**STAFF COMMENTS AND RECOMMENDATIONS**

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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## **IDAHO COUNCIL ON ECONOMIC EDUCATION**

### **SUBJECT**

Progress report on the Idaho Council on Economic Education

### **BACKGROUND**

The Idaho Council on Economic Education (the Idaho Council) is a 501 C 3 non-profit organization based at Boise State University. It was formed in 1972 and is part of a nation-wide network under the National Council on Economic Education. The Idaho Council is required to meet certain qualifications in order to maintain its affiliation with the National Council. In 2006, the Idaho Council qualified to receive the highest level of National Council affiliation.

The Idaho Council maintains affiliated Centers for Economic Education at the University of Idaho in Moscow, Idaho State University in Pocatello and, College of Southern Idaho in Twin Falls.

The purpose of the Idaho Council and its affiliated Centers is to promote and provide economic and financial literacy education for Idaho's K-12 students. It does this primarily by providing teacher training and development, course materials, classroom resources and a variety of programs that are delivered to K-12 students in all six regions of Idaho.

### **DISCUSSION**

How many students does the Council and its Centers reach in Idaho annually?

Conservatively, 20,000. However, this number is growing exponentially with every new teacher who attends one of our training programs or receives any of our classroom materials.

For example, last semester we were able to triple the number of students and teachers participating in one of our financial literacy programs—The Stock Market Game—from 1000 students to over 3000 students at all grade levels.

Between 2000 and 2005 the Council and its Centers focused primarily on high school students and teachers. However, beginning in 2006, we broadened our focus to include teachers and students from kindergarten to 12<sup>th</sup> grade. As we continue to train more teachers and provide more materials across this broader spectrum, we will be able to reach and influence more students earlier in lives.

How many teachers take advantage of the Council's training and materials?

This year, for example, approximately 500 teachers will attend one of our workshops, receive classroom materials or participate in one of the programs we sponsor.

**IDAHO COUNCIL ON ECONOMIC EDUCATION - continued**

Our primary strategy is to reach and serve more teachers in more grades from more subject areas and to provide them with training and materials that will make their jobs easier and their teaching more effective.

How are the Council's activities received by districts and schools around the state?

As expected, the school districts welcome our support and wish we could provide more. We have a good working relationship with many districts in all six regions of Idaho. Superintendents frequently attend activities sponsored by the Council and our Centers. District curriculum coordinators are frequently involved in organizing and promoting our programs and materials to their teachers. Principals encourage their teachers to participate in our programs.

What is the relationship between the Idaho Council, the State Department of Education, Professional Technical Education and other state organizations?

The Council works closely with the Department of Education. The State Superintendent is a member of our Board of Directors. The Social Studies Coordinator is our primary contact and participates in planning, promoting and coordinating our activities.

The Council also works closely with Professional Technical Education, especially since many of the state's economics teachers are also certified in a variety of professional technical areas.

We also work closely with Idaho Commerce and Labor, the Idaho State Economist and the Governor's office.

The Council and its Centers are hosted by Idaho's universities—Boise State University, University of Idaho, Idaho State University and the College of Southern Idaho. The universities provide facilities and in-kind support for the Council and its Centers. The President of the Idaho Council is an employee of Boise State University. Boise State Provost Sona Andrews, Dean Howard Smith and Dean Diane Boothe are members of the Council's Board of Directors. Officers from the other universities either serve on the Council Board or on the boards of their own Centers. The universities benefit from their affiliation with the Council and Centers in several ways. We provide another valuable link between the universities, the K-12 schools and the business communities. We also bring approximately 5,000 high school seniors onto the university campuses for activities every year. Additionally, many of the courses we offer teachers carry professional development credits from the universities.

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**IDAHO COUNCIL ON ECONOMIC EDUCATION – continued**

What specific programs and materials can the Council and its Centers provide to teachers, students and their parents?

The Council has a menu of over 50 specific programs with several thousand lessons and activities ready to be used by teachers from kindergarten through high school. A sample of these programs is listed below. Those in **BOLD** are the programs the Council and its Centers are focusing on delivering this year.

- Mathematics and Economics
- Literature and Economics
- Financial Fitness for Life
- **High School Macro and Micro Economics**
- **Advanced Placement Economics**
- **Hands-on Banking Financial Literacy Program**
- Learning, Earning and Investing
- **The Stock Market Game**
- The Math Behind the Market
- Economics and Children's Literature
- Economics and the Environment
- **The Classroom Mini Economy Financial Literacy Program**
- Middle School Economics
- Parent's Guides to Finance and Economics
- **The International Economic Summit**

To what extent are communities and businesses involved in Council and Center activities?

Our Board of Directors consists of education and business leaders from all six regions of Idaho.

Additionally, approximately 500 community volunteers participate directly in our programs and activities every year.

What is the International Economic Summit program?

This is our capstone program in global economics that approximately 5,000 Idaho seniors participate in every year. We believe this program would make an excellent option for a senior project. It originated at Borah High School 15 years ago. Kali Kurdy, the original developer of the program, won the NASDAQ/Goldman Sachs National Teacher of the Year Award for her work on this program. The Idaho Council has successfully licensed this program in four other states and has also delivered it in Mexico and Russia. In 2006, the Federal Reserve Bank of San Francisco licensed the program from the Idaho Council and is in the process of implementing it in California, Washington and other states.

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**IDAHO COUNCIL ON ECONOMIC EDUCATION – continued**

What are the Council's plans going forward?

- Continue to expand our reach to elementary and junior high level students and teachers.
- Conduct a study on the current level of financial literacy, attitudes and behaviors among Idaho students.
- Help integrate economics and personal finance into other academic areas like mathematics, literature, history, civics etc.
- Provide a balance of practical programs between economics and personal finance at all grade levels.
- Increase the support and involvement of even more businesses, banks and community organizations.

**IMPACT**

N/A

**STAFF COMMENTS AND RECOMMENDATIONS**

State Board staff has no comments or recommendations

**BOARD ACTION**

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

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

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**INSTITUTION / AGENCY AGENDA**

**BOISE STATE UNIVERSITY/IDAHO SMALL BUSINESS DEVELOPMENT CENTER**

**SUBJECT**

Idaho Small Business Development Center Presentation

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

This presentation is to provide the Board with an update on the activities of the Idaho Small Business Development Center (SBDC).

**DISCUSSION**

The Idaho SBDC is the only statewide organization dedicated to helping small businesses with consulting and training. Working from Idaho's colleges and universities, the SBDC provides confidential one-on-one consulting at no cost to the business. The Center also provides low-cost training to meet the needs of entrepreneurs and the employees. Students and faculty are an integral part of the Idaho SBDC's service delivery. The Idaho SBDC partners with public entities and the private sector to provide services to the small business sector.

**IMPACT**

N/A

**ATTACHMENTS**

Attachment 1 – Idaho SBDC Overview	Page 3
Attachment 2 – Idaho SBDC Impact Study	Page 5
Attachment 3 – Idaho SBDC Strategic Plan	Page 7

**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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## Idaho Small Business Development Center

The Idaho Small Business Development Center (ISBDC) was established in 1986 as a partnership between the U.S. Small Business Administration and Boise State University. The ISBDC provides business consulting and training to Idaho's small businesses and entrepreneurs under a federal grant matched by state funds. The purpose of the ISBDC is to encourage and assist the development and growth of small businesses in the state by leveraging higher education resources. Nationally, as in Idaho, over 90% of new jobs are being created by the small business sector.

The ISBDC is a network of business consultants and trainers that operates from the state's colleges and universities. Boise State University's College of Business serves as the State Office with administrative responsibility for directing the type and quality of services across the state. Regional offices in the following locations are funded under sub-contracts with the host institutions from Boise State University:

- North Idaho College - Coeur d'Alene
- Lewis-Clark State College - Lewiston
- Boise State University - Boise
- College of Southern Idaho - Twin Falls
- Idaho State University - Pocatello
- Idaho State University - Idaho Falls

The Idaho Small Business Development Center has three basic functions--consulting, training, and technology transfer.

First, the ISBDC provides direct one-on-one business consulting to small business owners and entrepreneurs. Primary consulting is accomplished with a small core staff of professionals. Most of the professional staff has advanced degrees and five years or more of small business ownership/management experience. Business counseling is designed to provide in-depth business assistance in areas such as marketing, finance, management, production and overall business planning. The ISBDC allocates sufficient resources to positively impact the individual small business' operation, a goal currently defined as 8.5 hours per consulting case. Faculty and students at each institution are utilized to expand the Center's knowledge and resource base and to provide direct assistance in appropriate cases. Senior undergraduate and graduate students are utilized as 'Research Assistants' who complete work for ISBDC business consultants. The 'Research Assistant' is provided the opportunity, under the direction of professional staff and faculty, to apply classroom learning in real-world situations. 'Real-world' laboratory experience for our college and university faculty and students provides long-term benefits to the business community and helps the academic institutions remain current on needs, problems, and opportunities of Idaho's business sector.

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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The ISBDC also provides low-cost, non-credit training workshops to improve business skills. Training workshops, primarily directed at business owners, are typically 3-4 hours in length, attended by 15-20 participants, and cover topics such as marketing, accounting, management, finance, etc. A variety of faculty, staff and private sector experts are used to ensure timely, useful material is presented by a subject-matter expert. Significant private sector contributions are made in support of ISBDC workshops. Contributions include client fees, donations for marketing, instructor fees and travel. A standard training format allows the ISBDC to provide consistent, cost-effective training throughout the state.

The ISBDC has served Idaho's small business for almost 20 years. Given that over 95% of Idaho's businesses are classified as small businesses, the ISBDC provides assistance to the vast majority of the State's businesses. The ISBDC has developed goals to ensure that rural businesses have the same resources available as the more populated areas. The ISBDC is known for its work in partnership with numerous federal, state, regional and local agencies and private sector firms, such as the Idaho Commerce and Labor, the Idaho Rural Partnership, the six economic development districts, and the State's colleges and universities.

As an advocate for Idaho's small business sector, the ISBDC has been an instrumental partner in the economic growth that Idaho now enjoys. Special efforts to focus assistance resources in rural areas and communities are yielding significant results. The ISBDC's success is a result of the quality and dedication of the administrative and professional staff at the Idaho Small Business Development Center.



# small business

# BIG impact

20 years helping Idaho's small businesses grow

Idaho Small Business Development Center clients consistently out-perform the average Idaho small business. Solid business practices and smart decisions are keys to survival and success – and that's where the Idaho SBDC adds value.

### Your Money Back

For every \$1 supporting the Idaho SBDC, clients return over \$5 to the economy through increased state and federal tax revenue.

### Job Creation

Small businesses and entrepreneurs are responsible for 60-80% of the net new jobs.

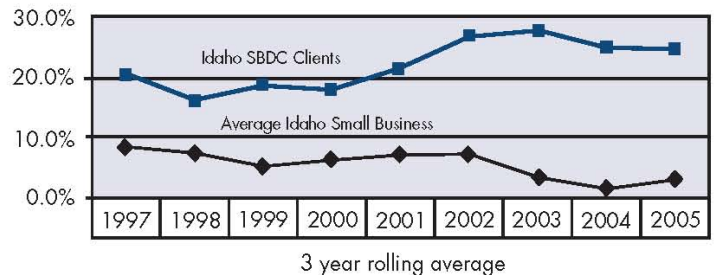
### A Statewide Resource

The Idaho SBDC is a statewide network with six office locations providing no-cost confidential business consulting and affordable trainings and seminars to Idaho's for-profit small businesses. All offices are staffed by highly qualified professionals – most with advanced degrees (usually MBAs) and direct experience running their own business. The Idaho SBDC is an important partner in economic development and served clients in all 44 counties during 2005.

### Partnership

The Idaho SBDC gratefully acknowledges its key partners – the U.S. Small Business Administration, the State of Idaho, and the host colleges and universities.

Sales Growth Over One Year



### Impact

In 2005 the Idaho SBDC served:

- 1,680 clients with tailored, one-on-one consulting.
- 3,159 individuals with focused, high-impact training.

**Average impact of Idaho SBDC clients for the past year:**

- Employment growth is over **8 times** the average with **2,500 jobs** created or saved.
- Sales increased **\$79.4 million**.
- **\$7 million** in additional state and federal tax revenue was generated.
- A return to the economy of over **\$5 for every \$1** invested in the program.

# PLANNING, POLICY & GOVERNMENTAL AFFAIRS

## February 21 - 22, 2007

### University Resources

The host colleges and universities are key resources for the Idaho SBDC and the entrepreneurs served. Faculty and students work hand-in-hand with business owners and SBDC consultants to bring the most value to the venture while also providing a real world learning experience. Projects can range in scope from developing a business plan, creating a marketing strategy, and writing an employee manual to building a website. In addition, a unique partnership has been established with the University of Idaho Law School to provide transactional legal assistance through the Small Business Legal Clinic for third-year law students.

### Technology Connections

The Idaho SBDC operates a specialized program to help small businesses and innovators obtain resources for research and development. Eleven companies were awarded funding for 19 proposals for a total of \$4,472,000. Federal agencies making the awards included: US Dept. of Ag (6), Dept. of Defense (8), National Institutes of Health (2), NASA (2), and National Science Foundation (1). Companies receiving awards were located in: Weippe, Sandpoint, Troy, Clark Fork, Salmon, Boise, Eagle, Idaho Falls, Pocatello. For more information contact Rick Ritter, Technology Services Consultant at 422-6613 or [rritter@boisestate.edu](mailto:rritter@boisestate.edu).

### TECenter

The TECenter, a business incubator for technology-based early stage companies, opened in 2003 on the Boise State West campus. The third year of operation began with 21 resident clients and 4 non-resident clients. Concentrated assistance is provided using a structured commercialization model. For more information contact John Glerum, TECenter Director at 422-6612 or [jglerum@boisestate.edu](mailto:jglerum@boisestate.edu).

### Hispanic Initiative

The top funding priority for the Idaho SBDC is to support a new bilingual business consultant to help Hispanic entrepreneurs in southern Idaho. This is an important and rapidly growing segment of the business community.

### Environmental Solutions

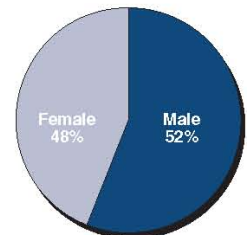
Through a partnership with the Idaho Department of Environmental Quality, the Idaho SBDC provides environmental regulatory assistance to small businesses through individualized confidential assistance and specialized training. In 2005, 51 businesses were assisted and 7 training events were held educating over 350 businesses on stormwater and hazardous waste regulations. For more information, contact the Environmental Assistance Coordinator at 1-800-225-3815 outside the Boise area, or 426-1839 in Boise, or [info@idahosbdc.org](mailto:info@idahosbdc.org).

### Idaho SBDC Clients

The Idaho SBDC has worked hard over the past year to focus efforts on the clients most likely to succeed and therefore have a positive impact on Idaho's economy.

#### Client Mix

	% of Clients	% of Consulting Hours
Retail	14%	16%
Service	32%	42%
Wholesale	3%	3%
Manufacturing	7%	9%
Construction	4%	3%
Not in Business/Unknown	40%	27%



#### Business Ownership

In 2005, the Idaho SBDC continued to support women-owned businesses and high-growth companies.

Visit our website at

[www.idahosbdc.org](http://www.idahosbdc.org)

or contact one of the offices below:

#### State Office of the Idaho SBDC

Boise State University  
1910 University Drive  
Boise, ID 83725-1655  
Office: 1021 Manitou Ave.  
208-426-1640  
208-426-3877 fax  
Email: [cchamber@boisestate.edu](mailto:cchamber@boisestate.edu)  
[www.idahosbdc.org](http://www.idahosbdc.org)

#### Region I

North Idaho College SBDC  
525 W. Clearwater Loop  
Post Falls, ID 83854-9400  
208-666-8009  
208-769-3223 fax  
Email: [leslie\\_dawson@nic.edu](mailto:leslie_dawson@nic.edu)  
[www.nic.edu/wft/default.asp?dept=isbdc](http://www.nic.edu/wft/default.asp?dept=isbdc)

#### Region II

Lewis-Clark State College SBDC  
500 8<sup>th</sup> Avenue  
Lewiston, ID 83501  
208-792-2465  
208-792-2878 fax  
Email: [adantila@lcsc.edu](mailto:adantila@lcsc.edu)  
[www.lcsc.edu/isbdc](http://www.lcsc.edu/isbdc)

#### Region III

Boise State University  
1910 University Drive  
Boise, ID 83725-1655  
208-426-3875  
208-426-3877 fax  
Email: [klabrum@boisestate.edu](mailto:klabrum@boisestate.edu)  
[www.idahosbdc.org](http://www.idahosbdc.org)

#### Region IV

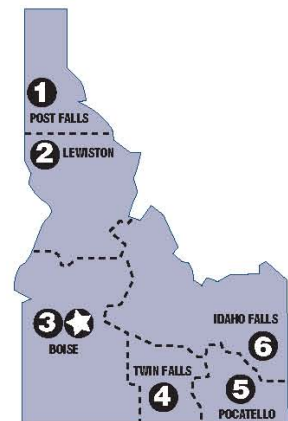
College of Southern Idaho SBDC  
P.O. Box 1238  
Twin Falls, ID 83303-1238  
Office: 315 Falls Avenue  
208-732-6450  
208-733-9316 fax  
Email: [preich@csi.edu](mailto:preich@csi.edu)  
[www.csi.edu/support/isbdc/sbdc.html](http://www.csi.edu/support/isbdc/sbdc.html)

#### Region V

Idaho State University SBDC  
1651 Alvin Ricken Drive  
Pocatello, ID 83201  
208-232-4921  
208-282-4813 fax  
Email: [dittmike@isu.edu](mailto:dittmike@isu.edu)

#### Region VI

Idaho State University SBDC  
2300 N. Yellowstone  
Idaho Falls, ID 83401  
208-523-1087  
208-528-7127 fax  
Email: [woodrhn@isu.edu](mailto:woodrhn@isu.edu)



**Idaho Small Business Development Center  
Strategic Plan  
State FY 2007**

**Background:**

The Idaho Small Business Development Center (Idaho SBDC) was established in 1986 as part of a nationwide network created to improve the success of small businesses. The U. S. Small Business Administration, the State of Idaho, the hosting institutes of higher education, and private donations fund the organization.

The Idaho SBDC is a network of business consultants, trainers, and support staff that operate from the state's colleges and universities. Boise State University's College of Business and Economics serves as the host with administrative responsibility for directing the type and quality of services across the state. Regional offices in the following locations are funded under sub-contracts between the host institutions and Boise State University:

North Idaho College - Coeur d'Alene  
Lewis-Clark State College - Lewiston

(1) Boise State University - Boise  
College of Southern Idaho - Twin Falls  
Idaho State University - Pocatello  
Idaho State University - Idaho Falls

Services include individualized one-on-one consulting, focused training, and applied research. Staff in these offices are very involved in the business and economic development efforts in their areas and are positioned to respond rapidly to the changing business environment. Ninety percent of Idaho's businesses are within an hour's drive of one of the offices. This allows the Idaho SBDC to effectively and efficiently serve the business community in Idaho.

**Mission:**

**To enhance the success of small businesses in Idaho by providing high-quality consulting and training.**

**Vision:**

**To be the primary provider of quality assistance to small business clients, our customers.**

**Tag Line:**



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direction solutions impact

**Operating Philosophy:**

**Service is the primary product of the Idaho SBDC. Consequently, the Center must be committed to creating and maintaining a high standard of service. This standard has three cornerstones:**

1. **Focus on the Client:** The very future of the Idaho SBDC program depends on creating satisfied clients. To this end, each client contact must be considered an opportunity to focus on client needs and desires. Responding quickly with individual attention to specific and carefully identified client needs, then seeking critical evaluation of our performance, is the routine that will be followed with each client and training attendee.
2. **Devotion to Quality:** Providing consulting and training through a quality process and constantly seeking ways to improve that process are the principles of this cornerstone of service. Fostering teamwork, eliminating physical and organizational barriers that separate people, establishing long-term relationships with partners and encouraging all to participate in quality improvement are some of the actions that demonstrate the Center's devotion to quality.
3. **Concentration on Innovation:** To innovate is to improve through change. The Center must constantly seek ways to improve its methods and processes and assume a leadership role in trying new approaches to serve clients. Regular performance reviews, participation in organizations, and attending professional development workshops are some of the ways that the Center identifies and encourages innovation.

**Priorities:**

**The Idaho SBDC will focus on the following priorities:**

1. Add additional resources (people and money).
2. Redirect focus and image to established and high growth business assistance.
3. Develop online and targeted training offerings.
4. Develop specialized programs for women and Hispanics.

**Market Segments:**

The small business market that the Idaho SBDC serves can be divided into three different segments. With limited resources and the knowledge that in-depth, on-going consulting gives greater returns, this Strategic Plan calls for different approaches to each segment. The Idaho SBDC Marketing Plan also contains

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additional information about these segments and more specific marketing and services designed for each of these segments.

1. Pre-venture – These potential clients are not in business but have an idea for starting a business. They will be assessed for the level of effort already put into the venture. Very early entrepreneurs will be directed to a variety of information, training, and resources, and asked to return when they have progressed. These pre-venture clients will be 20% of the Idaho SBDC's clients.
2. Established businesses – These potential clients already have an established business. A consultant will meet with them to evaluate their needs and formulate a plan to address them. Within this segment will be some businesses with the potential for high growth (segment 3). The majority of businesses in this category will have 20 employees or less. Eighty percent of Idaho SBDC clients will be in this category.
3. High-growth – These prospective clients generally have the potential for employment growth at the rate of 15% per year or 100% in five years. (This category has been more specifically identified in the Marketing Plan.) These businesses will receive focused long-term services and coaching and be tracked separately. Ten percent of Idaho SBDC clients will be in this category with the majority of these businesses having fewer than 20 employees.

**Allocation of Resources:**

The Idaho SBDC shifts resources, as appropriate, to achieve the goals of the Strategic Plan. The SBA portion of the Idaho SBDC's budget has remained level since 1998. This has prompted shifting financial resources from operating to personnel to assure that Idaho small businesses receive the same level of service. At this point, the operating budget for the Idaho SBDC is at what is considered a floor for supporting existing personnel and offices. Currently, the annual budget for the Idaho SBDC is distributed as follows:

- ♦ Personnel = 71% of total budget, 90% excluding indirect costs
- ♦ Operating (travel, consultants, supplies, etc.) = 8% of total budget and 10% excluding indirect costs
- ♦ Indirect costs = 21%

In addition to financial constraints, the Operations Manual sets a policy for allocation of time as 60% consulting, 20% training, and 20% administrative. Milestones for each center and minimum hours for consultants and regional directors are based on the time allocation. To maintain service at the existing level, operate within the financial constraints, and meet the time allocation policy, the Idaho SBDC focuses on shifting personnel resources to achieve strategic

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

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plan goals. For example, to shift the focus to high-growth companies, strategies were developed to more efficiently serve start-up clients. The time gained through these efficiencies is redirected to work with high-growth clients within the 60% consulting framework. The SBDC will continue to use this model for distribution of resources to achieve the strategic plan goals as long as a constraint remains on operating resources.

**Strengths, Weaknesses, Opportunities, and Threats:**

<b>II. Internal</b>	
<b>Strengths</b>	<b>Weaknesses</b>
<ul style="list-style-type: none"> <li>• Communication             <ul style="list-style-type: none"> <li>▪ Monthly conference calls</li> <li>▪ Critical measures</li> </ul> </li> <li>• People in the organization             <ul style="list-style-type: none"> <li>▪ Good teamwork, leadership, cooperation, vision, customer relations</li> <li>▪ Friendly, resourceful, responsive, nice, entrepreneurial, creative, positive attitude, dedicated, want to work here</li> <li>▪ Broad experience, diverse expertise, gender diversity</li> <li>▪ No turf battles, professional network</li> </ul> </li> <li>• Good professional development – try to stay on cutting edge</li> <li>• Longevity - established organization, recognized and accepted results, good reputation</li> <li>• Institutional support and people good at maintaining it</li> <li>• Strong partnerships/networking             <ul style="list-style-type: none"> <li>▪ SCORE, WBC, TechHelp, Technology Connection, Idaho Virtual Incubator, Economic development, Chambers, banks, Rotary, etc.</li> </ul> </li> <li>• Access to research through state office, ASBDC, and listserv</li> <li>• Serve businesses in a large area</li> <li>• Ahead of most businesses in technology use and knowledge</li> </ul>	<ul style="list-style-type: none"> <li>• Funding</li> <li>• Time – consultants stretched thin</li> <li>• Large geographic areas to cover</li> <li>• Communication between training folks</li> <li>• Mostly reactive vs. proactive in choosing clients</li> <li>• Relationship with college/university and internships</li> <li>• Follow-up on ideas (especially after conference calls)</li> <li>• Ability to pull from statewide expertise and know what others are doing</li> <li>• Bureaucratic processes</li> <li>• Timely feedback to centers/counselors</li> <li>• Recent large staff turn over</li> <li>• How little we’re known in some sectors – not everyone goes to the Chamber, visibility in business community</li> <li>• Training attendance and revenue</li> <li>• Success in shifting focus to long-term clients</li> <li>• Clear marketing strategy including frequency of mass mailing to clients</li> <li>• Recognition for clients</li> <li>• No Spanish speakers or Hispanics</li> </ul>
<b>A. External</b>	
<b>Opportunities</b>	<b>Threats</b>
<ul style="list-style-type: none"> <li>• Partnerships – SBA, SCORE, WBC, Chambers, other institutions</li> <li>• Technology - helps makes us more efficient, teach our clients how to use, links offices</li> </ul>	<ul style="list-style-type: none"> <li>• Economy – especially in rural areas             <ul style="list-style-type: none"> <li>▪ Agriculture and natural resource based businesses</li> <li>▪ Plant layoffs/closures, increase in unemployment</li> <li>▪ Energy, fire, low-water, other disasters</li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li>• Economy – layoffs/shutdowns <ul style="list-style-type: none"> <li>▪ More businesses will need our help</li> <li>▪ Need to diversify economy</li> </ul> </li> <li>• Added emphasis of “technology” in our name and expertise/service – high-tech/high-growth companies</li> <li>• Finding/attracting existing businesses and nurturing existing entrepreneurs vs. attracting new businesses</li> <li>• Other funding sources – Department of Commerce rural economic initiative, USDA, fire money</li> <li>• Incubators</li> <li>• Watching trends/projections</li> <li>• Venture capital community</li> <li>• Recognition as “the” small business assistance provider</li> <li>• Executive coaching/mentoring trend</li> </ul>	<ul style="list-style-type: none"> <li>• Funding for SBDC <ul style="list-style-type: none"> <li>▪ Professional development, operating</li> <li>▪ Attract and keep quality staff</li> <li>▪ Afford technology</li> <li>▪ Time to chase money</li> <li>▪ State budget challenges (legislature)</li> </ul> </li> <li>• Rural areas behind technology curve</li> <li>• Perception of duplication – SBA, SCORE, WBC, Chambers, economic development</li> <li>• Encroachment on our turf - agricultural extension and rural initiative/economic development</li> <li>• Free money events</li> <li>• Potential clients don’t know about us and/or don’t realize they need us</li> </ul>
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**Goals, Objectives, Strategies, and Measures:**

<b>Goal 1: Improve the success of small businesses through delivery of our core services – one-on-one business consulting, training and research.</b>				
<b>Objective 1.1: Increase the impact of consulting assistance by proactively seeking clients appropriate for long-term consulting assistance.</b>				
	<p>Strategies:</p> <p>1.1.1 Each center and the state will average 8.5 hours per client and maintain or increase in subsequent years.</p> <p>1.1.2 Each Regional Center will continue to deliver services to prepare pre-venture clients for more effective individualized consulting with a target of 25% of the clients are pre-venture.</p> <p>1.1.3 Deliver at least one NxLevelL course per region per year.</p> <p>1.1.4 Support SBA’s efforts to develop and/or enhance SCORE assistance with the goal of an active chapter in each region capable of individual consulting with clients.</p>	<p>SD/RD*</p> <p>RD</p> <p>RD</p> <p>RD</p>	<p>ongoing</p> <p>ongoing</p> <p>Annually</p> <p>ongoing</p>	<p>Output measures:</p> <ul style="list-style-type: none"> <li>• Completing tasks</li> <li>• Average 8.5 hours/client</li> </ul> <p>Outcome measure: **</p>



	1.1.5 Each office will set a target of the number of businesses that will participate in using the assessment tool. <ul style="list-style-type: none"> <li>o Develop standard procedures to be used statewide</li> <li>o Continue to refine and increase the use of the assessment tool.</li> </ul>	RD	Annually  12/2006 ongoing	
<b>Objective 1.2: Provide research support to help small business owners and managers in decision-making.</b>				
	Strategies: 1.2.1 Each office will fully utilize all research support, including: <ul style="list-style-type: none"> <li>o SBDC Net (<a href="http://www.sbdcnet.utsa.edu">www.sbdcnet.utsa.edu</a>)</li> <li>o ASBDC list serv</li> <li>o American Business Disk</li> <li>o State Office research</li> <li>o Intranet research reports</li> </ul> 1.2.2 Each office will maintain a library of business information specifically designed to meet the needs of small businesses.	RD & Mason  RD	Ongoing  Ongoing	Output measures: <ul style="list-style-type: none"> <li>• Completing tasks</li> <li>• Number of research projects</li> </ul> Outcome measures: ** <ul style="list-style-type: none"> <li>• Feedback on research</li> </ul>
<b>Objective 1.3: Ensure that services are available to minorities and available all counties.</b>				
	Strategies: 1.3.1 Meet the needs and milestones of special focus groups such as women, Hispanics, and veterans <ul style="list-style-type: none"> <li>o Ensure that at least 100 veteran clients receive services</li> <li>o Ensure that % of women, Hispanic, and minority clients meet the latest percentages for these sectors contained in the Idaho SBDC Marketing Plan.</li> </ul> 1.3.2 Hire a bilingual (English/Spanish) business consultant to serve southern Idaho. Seek funding from the State and other public and private sources.	RD  SD	Annually  9/2007	Output measure: <ul style="list-style-type: none"> <li>• % Minority, veteran, and women clients</li> </ul> Outcome measure: **

1.3.3 Assure that allocation of resources and milestones are based on 60% consulting, 20% training, 20% administrative as required in the Operations Manual.	RD*	Annually	
1.3.4 Meet the milestone established for the # of clients and consulting hours for each county to ensure services to all areas of the state.	RD	Annually	
1.3.5 Develop and implement a specialized program to serve women entrepreneurs.	All	12/2006 & ongoing	
<b>Objective 1.4: Identify and address the needs of small businesses and entrepreneurs.</b>			
<p>Strategies:</p> <p>1.4.1 Collect needs information from regional centers, training evaluations and other sources annually.</p> <p>1.4.2 Conduct an online survey to determine small business needs. Incorporate results into needs assessment.</p> <p>1.4.3 Present needs to State Advisory Council to rank priority areas.</p> <p>1.4.4 Determine priority needs during the Spring Professional Development Conference and incorporate into training, consulting, and professional development.</p>	RD	Annually Feb.	<p>Output Measure:</p> <ul style="list-style-type: none"> <li>• List of priority needs</li> <li>• Completing tasks on time</li> </ul> <p>Outcome measure: **</p>
	DD	Annually	
	SD	April	
	All	May/June	

	1.4.5 Participate in the National Delivery System, as appropriate.	All	As needed	
<b>Objective 1.5: Expand capabilities to assist individuals and small businesses in developing and deploying technology.</b>				
	Strategies: 1.5.1 Obtain “technology” designation during the 2008 ASBDC accreditation. 1.5.2 Identify necessary activities and a time line for achieving the specific activities. 1.5.2 Each office will have at least one person attend technology training at the annual ASBDC conference to complete all modules within 4 years.	SD & DD DD SD & DD	12/2008 12/2006 12/2010	Output measures: • Completion of tasks • <i>Meeting milestones</i>  Outcome measure: **
<b>Objective 1.6: Expand capabilities to assist high growth companies.</b>				
	Strategies: 1.6.1 Each office will conduct two trainings per year focused on high growth business needs. 1.6.2 Include at least one session in each semi-annual Professional Development Conference on a topic related to high-growth companies. 1.6.3 Implement the marketing strategy to reach and assist high growth companies. 1.6.4 10% of Idaho SBDC clients are identified as high growth potential companies.	RD MM DD & All RD & DD	yearly Semi-Annually ongoing annually	Output measures: • Completion of tasks • Meet goal  (a) <b><i>Outcome measure</i></b> : **

	1.6.5 Help meet the goals of the State Science and Technology Plan.	SD & RD	ongoing	
<b>Goal 2: Expand and enhance partnerships to strengthen our ability to reach and assist small businesses.</b>				
<b>Objective 2.1: Be visible and proactive in solving the business and economic issues in Idaho's rural communities.</b>				
	Strategies: 2.1.1 Continue to enhance the SBDC as business development professionals in the key community and/or vulnerable communities in each county. 2.1.2 Maintain close contact with the economic development professionals and collaborate in appropriate activities. 2.1.3 Each regional office will set and meet a yearly goal (to be included in their action plan) for referrals to IVI. 2.1.4 Seek long-term funding to continue support for IVI. 2.1.5 Establish a direct link with the Cooperative Extension to provide business consulting in rural areas.	RD RD RD SD & Jill SD	yearly yearly yearly 6/2008 6/2008	Output measures: • Completion of tasks  Outcome measure: ** • Feedback in rural areas
<b>Objective 2.2: Collaborate with SBA and their resource partners to maximize small business assistance and minimize duplication.</b>				

	<p>Strategies:</p> <p>2.2.1 Meet with SBA and their resource partners (SCORE, WBC, BIC) on a regular schedule (to be developed by each region) to assure open communication, cooperation and minimize duplication.</p> <p>2.2.2 Help SBA market and deliver training.</p>	<p>SD/RD</p> <p>Training Coord.</p>	<p>As scheduled</p> <p>As needed</p>	<p>Output measure:</p> <ul style="list-style-type: none"> <li>• Completing tasks</li> </ul> <p>Outcome measure: **</p>
<b>Objective 2.3: Expand the resources of the Center using volunteers from the community, faculty members, students, and other partners.</b>				
	<p>Strategies:</p> <p>2.3.1 Work collaboratively with other resource providers to meet the needs of small businesses interested in international trade.</p> <p>2.3.2 Refer appropriate clients to the legal assistance program operated by the University of Idaho.</p> <p>2.3.3 Establish a yearly goal, to be included in the regional action plans, for faculty and student involvement in SBDC programs.</p> <p>2.3.4 Establish and meet a yearly goal, included in the regional action plans, for the number of mentoring sessions to be conducted during the year.</p>	<p>All</p> <p>Consultants</p> <p>RD/SD</p> <p>RD</p>	<p>ongoing</p> <p>Ongoing</p> <p>Annually</p> <p>Annually</p>	<p>Output measures:</p> <ul style="list-style-type: none"> <li>• Completing tasks on time</li> <li>• Faculty/student involvement</li> </ul> <p>Outcome measure: **</p>

	2.3.5 Ensure close coordination with the host institution to help meet the goals for the host institution and small businesses.	RD & SD	Annually	
	2.3.6 Develop stronger ties with the OSHA consultation program at BSU through routine meetings, cross-selling services, etc.	Sally and DD	6/2007	
	2.3.7 Achieve success in the two-year pilot of the Environmental Solutions program and pursue permanent transfer of funding to the Idaho SBDC.	Sally, DD and SD	6/2007	
<b>Objective 2.4: Strengthen our funding and position as the primary business development organization.</b>				
	Strategies: 2.4.1 Include a description of how the 2003 Marketing Plan will be implemented in the regional and personal action plans.	All	ongoing	Output measure: • Completing tasks  Outcome measure: **
	2.4.2 Do a comprehensive update of the Marketing Plan in 2007.	DD and All	12/2007	
	2.4.3 Develop funding and partnerships to expand our services to include small business regulatory assistance.	SD	12/2007	
	2.4.4 Develop and implement a strategy to increase funding for the program at the local and statewide levels. Increase funding by \$60,000 per year with each region having a goal of \$10,000.	SD	12/2007	

	<p>2.4.5 Support the ASBDC and its efforts to increase funding for the SBDC network. Educate congressional offices about the impact of the SBDC program in Idaho and share information with key stakeholders.</p> <p>2.4.6 Shift the Idaho SBDC image from assistance for startups to assistance for existing and high growth businesses.</p> <ul style="list-style-type: none"> <li>♦ Develop a database of target audience and distribute to regions.</li> <li>♦ Recruit targeted businesses</li> <li>♦ Focus success stories on established and high growth businesses.</li> <li>♦ Market and use assessment tool</li> </ul>	<p>SD &amp; RD</p> <p>12/2008</p>	<p>ongoing</p>	
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<b>Goal 3: Refine and improve our organization to increase efficiency, effectiveness, and quality.</b>				
<b>Objective 3.1: Meet the requirements of Consultant Certification, ASBDC Accreditation, the Operations Manual and the SBA cooperative agreement to assure consistency and quality.</b>				
<p>Strategies:</p> <p>3.1.1 Use the Strategic Plan &amp; ASBDC Accreditation standards to review each office annually with every fourth year being a peer review to achieve accreditation without conditions during the 2008 review.</p> <p>3.1.2 Each year, every office and every employee will develop an action plan. Regional action plans will show the regional activities planned to accomplish the goals and objectives of the Strategic Plan and region-specific activities. The plan will include specific numerical goals, list the person responsible, and a date to be completed. Individual action plans will include activities to be accomplished to achieve the Strategic Plan and Regional Action Plans, dates, and the professional development goals for the year.</p> <p>3.1.3 Conduct Idaho SBDC-sponsored professional development, focused on priority needs and strategic plan items - twice per year for professional staff and once per year for administrative staff.</p> <p>3.1.4 Each employee will ensure that they meet the professional development certification or recertification requirements for their position on a yearly basis.</p> <p>3.1.5 Review progress on critical measures during the monthly conference call.</p> <p>3.1.6 Conduct due diligence on all outside consultants, trainers, and presenters to assure that they are high quality and reflect a positive image on the SBDC. Take action immediately on any presenters not receiving high evaluations.</p>	SD & DD	Annually & 2008	Output measures:	<ul style="list-style-type: none"> <li>• Complete tasks</li> <li>• Critical measures</li> </ul>
	All	Annually by Sept. 1	Outcome measures: **	<ul style="list-style-type: none"> <li>• ASBDC certification</li> <li>• Training evaluations</li> </ul>
	SD & Chambers	Scheduled		
	All	Yearly		
	SD	Monthly		
	Trainers	ongoing		



<b>Objective 3.2: Maintain good communication throughout the organization.</b>				
	Strategies: 3.2.1 Conduct monthly Director's conference calls, semiannual professional development conferences, consultant meetings, and an annual Administrative Assistance conference to share information. 3.2.2 Conduct strategic planning annually during the Spring conference and review the plan monthly during the Director's conference call. 3.2.3 Ensure that the training, MIS, consultants, and administrative staff communicate according to the Operations Manual.	SD/SAA  SD  DD	Annually  May & Quarterly  quarterly	Output Measure: • Completing task on time  Outcome measure: **
<b>Objective 3.3: Maintain high quality services and customer satisfaction.</b>				
	Strategies: 3.3.1 Survey clients' satisfaction after each session of 1 hour or more of contact time. Maintain a 50% response rate with 90% of the responses reporting above average and excellent rating. 3.3.2 Use a third-party consultant to survey past clients to determine economic impact of Idaho SBDC services. Assure that the impact of Idaho SBDC services is equal or greater than the years before. 3.3.3 Compile results of training evaluations and use to adjust training topics, schedule, and speakers. Follow-up immediately on any unfavorable comments.	Chambers RD  SD & Chambers  RD	ongoing  Annually  April and as needed	Output measures: • Completing task on time • 50% return rate on client survey  Outcome measures: ** • 90% Client Satisfaction • Equal or greater impact
	3.3.4 Develop and implement a process for evaluating the impact of the NxLevelL training program.	DD	12/2007	
	3.3.5 Survey stakeholders (universities, SBA, SBA partners) and economic development partners to determine satisfaction with SBDC.	SD/DD	yearly	
	3.3.6 Develop an incentive program for offices and/or consultants.	SD/DD	6/2007	

	3.3.7 Regions will identify (goal is 25%) and track “impact” clients. Impact from these clients will be reported in the MIS system.	RD	ongoing	
<b>Objective 3.4: Collect and report all required management information and determine if any additional measures are needed to make management decisions.</b>				
	Strategies: 3.4.1 Track all non-client contacts and stakeholder contacts. 3.4.2 Review trends in measures at the end of each calendar year 3.4.3 Develop and implement a system to track client success. (Vycital, Noack, Sewell)	All SD/DD  team	ongoing annually  12/2005	Output measures: • Completion of tasks on time  Outcome measure: **
<b>Objective 3.5: Continuously improve the Idaho SBDC network.</b>				
	Strategies: 3.5.1 Each region will set a target for piloting the video conferencing system with clients. 3.5.2 Review new technologies for their application to enhancing the efficiency and effectiveness of the Idaho SBDC network. Discuss at each Professional Development Conference and develop strategies to adopt.	RD  All	12/2006  Annually	

\* SD = State Director, DD = Deputy Director, and RD = Regional Director

\*\* Overall Outcome measure: The trend in the success measures of our clients reported in the yearly impact study is level or increasing

### Needs Assessment:

The needs assessment information presented below was compiled from data collected by the six SBDC regional centers, training evaluations, and surveys. It was reviewed by the Advisory Council and prioritized during the June Professional Development Conference. The Idaho SBDC will incorporate this information into delivery of services and into semi-annual professional development for Idaho SBDC staff. Each region will conduct at least two trainings in each of the areas.

Priority needs: Marketing strategies/research Writing a business plan Sources/access to capital Customer service

**STATE DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION**

**SUBJECT**

Approval of the State Transition Plan for Federal Funds under the Carl D. Perkins Career and Technical Education Act of 2006

**REFERENCE**

October 12-13, 2006      Information Item

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho Code Sections 33-2201 through 33-2207; P.L. 109-270, Carl D. Perkins Career and Technical Education Act of 2006; IDAPA 55.01.01

**BACKGROUND**

P.L. 109-270, Carl D. Perkins Career and Technical Education Act of 2006 was signed by the President on August 12, 2006, reauthorizing the federal legislation for Professional-Technical Education through FY2013

**DISCUSSION**

As the administrative agent of the State Board for Professional-Technical Education, the State Division of Professional-Technical Education has developed the State Plan in accordance with provisions of the Act for the transition period of July 1, 2007 through June 30, 2008 and will apply for the federal funds. The Division will submit the State Plan to the U.S. Department of Education in April, 2007.

**IMPACT**

Submission of the State Transition Plan as required by P.L. 109-270, Carl D. Perkins Career and Technical Education Act of 2006.

**ATTACHMENTS**

Attachment 1 – State Transition Plan

Page 2

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the State Transition Plan as required by P.L. 109-270, Carl D. Perkins Career and Technical Education Act of 2006 for submission to the U.S. Department of Education.

**BOARD ACTION**

A motion to approve the request by the Division of Professional-Technical Education to approve the State Transition Plan required by P. L. 109-270, Carl D. Perkins Career and Technical Education Act.

**STATE DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION - continued**

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

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# Idaho Statutes

TITLE 33  
EDUCATION  
CHAPTER 22

VOCATIONAL EDUCATION -- FEDERAL AID

33-2201. ASSENT TO SMITH-HUGHES ACT. The state of Idaho hereby accepts the benefits and provisions of an act of Congress approved February 23, 1917, entitled "An act to provide for the promotion of vocational education, to provide for the cooperation with the states and the promotion of such education in agriculture and the trades and industries; to provide for the cooperation with the states in the preparation of teachers of vocational subjects; and to appropriate money and regulate its expenditure," commonly known as the Smith-Hughes Act.

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# Idaho Statutes

TITLE 33  
EDUCATION  
CHAPTER 22

VOCATIONAL EDUCATION -- FEDERAL AID

33-2202. STATE BOARD FOR PROFESSIONAL-TECHNICAL EDUCATION -- POWERS AND DUTIES. The state board of education is hereby designated as the state board for professional-technical education for the purpose of carrying into effect the provisions of the federal act, known as the Smith-Hughes Act, amendments thereto and any subsequent acts now or in the future enacted by the Congress affecting vocational education, and is hereby authorized to cooperate with the United States office of education, vocational division, or any other agency of the United States designated to administer such legislation, in the administration and enforcement of the provisions of said act, or acts, and to exercise such powers and perform such acts as are necessary to entitle the state of Idaho to receive the benefits of the same, and to execute the laws of the state of Idaho relative to professional-technical education; to administer the funds provided by the federal government and the state of Idaho under the provisions of this chapter for promotion of education in agricultural subjects, trade and industrial subjects, home economics subjects and other subjects authorized by the board. Incident to the other powers and duties of the board for professional-technical education, the board may hold title to real property.

As used in this title, unless otherwise specifically defined, the term "professional-technical education" means secondary, postsecondary and adult courses, programs, training and services administered by the division of professional-technical education for occupations or careers that require other than a baccalaureate, master's or doctoral degree. The courses, programs, training and services include, but are not limited to, vocational, technical and applied technology education. They are delivered through the professional-technical delivery system of public secondary and postsecondary schools and colleges.

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# Idaho Statutes

TITLE 33  
EDUCATION  
CHAPTER 22

VOCATIONAL EDUCATION -- FEDERAL AID

33-2203. FURTHER POWERS OF BOARD. It shall have full power to formulate plans for the promotion of professional-technical education in such subjects as are an essential and integral part of the public school system of the state of Idaho, and to provide for the preparation of teachers of such subjects. It shall have full power to fix the compensation of such officials and assistants as may be necessary to administer the federal act herein referred to, and to pay such compensation and other necessary expenses of administration from funds appropriated in this chapter and from money received under the provisions of the federal act. It shall have authority to make studies and investigations relating to professional-technical education in such subjects, to promote and aid in the establishment of local communities of schools, departments or classes, giving training in such subjects; to cooperate with the local communities in the maintenance of such schools, departments or classes; to prescribe qualifications for teachers, directors and supervisors for such subjects, and to have full authority to provide for the certification of such teachers, directors and supervisors, subject to the laws and rules governing the state board of education; to cooperate in the maintenance of classes supported and controlled by the public for the preparation of teachers, directors and supervisors of such subjects, or to maintain such classes under its own direction and control; to establish and determine by general rule the qualifications to be possessed by persons engaged in the training of professional-technical teachers.

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# Idaho Statutes

TITLE 33  
EDUCATION  
CHAPTER 22

VOCATIONAL EDUCATION -- FEDERAL AID

33-2204. MEETINGS OF STATE BOARD. The state board of education, when acting as the state board for professional-technical education, shall hold four (4) regular meetings annually at such time and place as may be directed by said board, but special meetings may be called at any time and at a place designated in said call by the president.

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# Idaho Statutes

TITLE 33  
EDUCATION  
CHAPTER 22

VOCATIONAL EDUCATION -- FEDERAL AID

33-2205. STATE BOARD TO APPOINT ADMINISTRATOR -- DESIGNATION OF ASSISTANTS -- DUTIES. The state board of education shall appoint a person to serve as an administrator to the state board for professional-technical education, who shall be known as the administrator of professional-technical education. He shall designate, by and with the advice and consent of the state board for professional-technical education, such assistants as may be necessary to properly carry out the provisions of the federal acts and this chapter for the state of Idaho.

The administrator of professional-technical education shall also carry into effect such rules as the state board for professional-technical education may adopt, and shall coordinate all efforts in professional-technical education approved by the board with the executive secretary, and shall prepare such reports concerning the condition of professional-technical education in the state as the state board for professional-technical education may require.

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# Idaho Statutes

TITLE 33  
EDUCATION  
CHAPTER 22

VOCATIONAL EDUCATION -- FEDERAL AID

33-2206. REPORTS. The state board for professional-technical education shall make annually to the governor and legislature a report of all moneys expended for professional-technical education both from state and federal funds, and shall include such annual report in the annual report of the state board of education.

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# Idaho Statutes

TITLE 33  
EDUCATION  
CHAPTER 22

VOCATIONAL EDUCATION -- FEDERAL AID

33-2207. CUSTODY AND DISBURSEMENT OF MONEYS APPROPRIATED. The state treasurer is hereby designated and appointed custodian of all moneys received by the state from the appropriation made by said act of Congress, and he is authorized to receive and to provide for the proper custody of the same and to make disbursement thereof in the manner provided in the said act, and for the purposes therein specified. He shall also pay out any moneys appropriated by the state of Idaho for the promotion of professional-technical education in accordance with the provisions of sections 33-2201 through 33-2207, Idaho Code, and upon the order of the state board for professional-technical education.

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**February 21 - 22, 2007**

**IDAPA 55**  
**TITLE 01**  
**CHAPTER 01**

**IDAPA 55 - THE DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION**

**55.01.01 - RULES GOVERNING ADMINISTRATION**

**000. LEGAL AUTHORITY.**

The State Board of Education is designated as the State Board for Professional-Technical Education and is responsible to execute the laws of the state of Idaho relative to professional-technical education, administer state and federal funds, and through the administrator of the State Division of Professional-Technical Education, coordinate all efforts in professional-technical education (Sections 33-2202 through 33-2212, Idaho Code). (4-5-00)

**001. TITLE AND SCOPE.**

**01. Title.** These rules shall be known as the IDAPA 55.01.01, "Rules Governing Administration". (4-5-00)

**02. Scope.** These rules serve the administration of Professional-Technical Education in Idaho and define the duties of the State Division of Professional-Technical Education. (4-5-00)

**002. WRITTEN INTERPRETATIONS.**

Written interpretations of these rules, if any, are on file at the office of the State Division of Professional-Technical Education. (4-5-00)

**003. ADMINISTRATIVE APPEALS.**

All appeals under these rules shall be conducted pursuant to the procedures set forth by the State Board of Professional-Technical Education. (4-5-00)

**004. DEFINITIONS.**

Professional-technical education is generally defined as secondary, postsecondary and adult courses, programs, training and services for occupations or careers that require other than a baccalaureate, master's or doctoral degree. The courses, programs, training and services include vocational, technical and applied technology education. They are delivered through the professional-technical delivery system of public secondary and postsecondary schools and colleges. (4-5-00)

**005. -- 099. (RESERVED).**

**100. STATEMENT OF PURPOSE.**

The mission of Professional-Technical Education is to provide Idaho's youth and adults with the technical skills, knowledge and attitudes necessary for successful performance in a globally competitive work place. The Division of Professional-Technical Education serves as an administrative arm of the State Board for Professional-Technical Education. The State Board appoints a person to serve as the state administrator. Staff are provided to assist the state administrator in conducting the functions of the Division. (4-5-00)

**101. POLICIES, PROCEDURES AND GUIDELINES.**

The State Board for Professional-Technical Education designates the State Division of Professional-Technical Education to develop, establish and disseminate policies, procedures, and guidelines for the purpose of administering professional-technical education in the state. (4-5-00)

**102. BASIC FUNCTION.**

The State Division of Professional-Technical Education will: (4-5-00)

**01. Provide Leadership.** Provide statewide leadership and coordination for professional-technical

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

**IDAHO ADMINISTRATIVE CODE**  
**Division of Professional-Technical Education**

**IDAPA 55.01.01**  
**Rules Governing Administration**

- education. (4-5-00)
- 02. Assist Local Educational Agencies.** Assist local educational agencies in program planning, development, and evaluation. (4-5-00)
- 03. Promote Education.** Promote the availability and accessibility of professional-technical education. (4-5-00)
- 04. Prepare State Plans.** Prepare annual and long-range state plans. (4-5-00)
- 05. Prepare Budget.** Prepare an annual budget to present to the state board and the legislature. (4-5-00)
- 06. Provide A Finance And Accountability System.** Provide a state finance and accountability system for professional-technical education. (4-5-00)
- 07. Provide Training.** Administer And Deliver Emergency Services Training. (4-5-00)
- 08. Evaluate Programs.** Provide professional-technical education programs. (4-5-00)
- 09. Develop Programs.** Initiate research, curriculum development and personnel development activities. (4-5-00)
- 10. Utilize And Disseminate Data.** Collect, analyze, evaluate, and disseminate data and program information. (4-5-00)
- 11. Administer Programs.** Administer programs in accordance with state and federal legislation. (4-5-00)
- 12. Provide Support And Leadership.** Provide support and leadership for professional-technical student organizations. (4-5-00)
- 13. Liaison.** Provide liaison with related agencies, officials, and organizations. (4-5-00)
- 103. PROFESSIONAL-TECHNICAL FACULTY.**  
IDAPA 55.01.01, "Rules Governing Administration," and IDAPA 55.01.02, "Rules Governing Postsecondary Program Reduction or Termination," shall apply to professional-technical faculty at all institutions. In the case of conflict between IDAPA 08.01.02, "Personnel Rules of the State Board of Education," and IDAPA 55.01.01, "Rules Governing Administration," or IDAPA 55.01.02, "Rules Governing Postsecondary Program Reduction or Termination," IDAPA 55.01.01, "Rules Governing Administration," and IDAPA 55.01.02, "Rules Governing Postsecondary Program Reduction or Termination," shall control and be given priority. (4-5-00)
- 104. TENURE.**  
Regarding tenure of professional-technical faculty, see the State Board of Professional-Technical Education Policies and Procedures, Section VII, Subsection B.1, Non-Tenure Track Policy. (4-5-00)
- 105. -- 999. (RESERVED).**

**U. S. Department of Education  
Office of Vocational and Adult Education**

\*\*\*\*\*

**The Carl D. Perkins  
Career and Technical Education Act of 2006**

**STATE PLAN COVER PAGE**

State Name: Idaho

Eligible Agency Submitting Plan on Behalf of State:

State Division of Professional-Technical Education

Person at, or representing, the eligible agency responsible for answering questions on this plan:

Signature: \_\_\_\_\_

Name: Mike Rush

Position: State Administrator

Telephone: (208) 334-3216

Email: mrush@pte.idaho.gov

Type of State Plan Submission (check *all* that apply):

6-Year

1-Year Transition

Unified - Secondary and Postsecondary

Unified - Postsecondary Only

Title I only (*All Title II funds have been consolidated under Title I*)

Title I and Title II

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- Appendix A Section 118 Occupational and Employment Information
- Appendix B 10N Application for New Programs
- Appendix C Notification of Intent to Initiate a New and/or Expanded Technical Program
- Appendix D Professional-Technical Education/Academic Courses
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- Appendix H Postsecondary Annual Application
- Appendix I Projects that Prepare for Nontraditional Fields Annual Application
- Appendix J State Institution Annual Application
- Appendix K Advanced Learning Partnership Annual Application
- Appendix L Certifications and Assurances

## INTRODUCTION

### Idaho Profile

Idaho is one of the most rural states in the nation. Approximately 76% of Idaho's towns and cities have populations of less than 2,500. Among the states, Idaho ranks 13th by size, but 39<sup>th</sup> in population. The 2000 Census ranked Idaho's population increase 5th in the nation with an increase of 28.5% between 1990 and 2000.

Idaho has a strong and diversified economy. The Idaho Department of Commerce publication *Idaho at a Glance* reports that while the traditional resource-based industries of agriculture, forest products, and mining continue to contribute to the economy, high-tech, tourism, retail trade, healthcare, and business and information services are growth sectors. As in any economy, employment growth in Idaho is not uniform. In the past few years, some counties experienced strong growth, some remained unchanged, and some declined. After slow employment growth in 2002 and 2003, economic activity in 2004 added over 15,000 jobs statewide. In 2005 and 2006, the state's economy is expected to grow more slowly, adding jobs at a rate of about 1.7 percent per year; a rate that is expected to exceed the national average.

According to the 2003 U.S. Census Bureau report, *Small Area Income & Poverty Estimates, Estimate for Idaho Counties, 2003*, an estimated 11.8% of Idaho's population is from families with incomes below the poverty level. While 61% of Idaho counties have poverty rates above the statewide average of 11.8%, they account for only 49% of Idaho's population.

The U.S. Census Bureau report, *Profile of General Demographic Characteristics: 2000*, shows that Idaho's population is 91.0% white, 7.9% Hispanic, 1.4% American Indian, 0.9% Asian/Pacific Islander and 0.4% Black.

### Idaho's Professional-Technical Education System

Idaho has a streamlined educational system with a single State Board of Education responsible for all public education, academic and professional-technical, from kindergarten through post graduate level. The single Board of Education structure in Idaho allows for a more seamless, accountable system of education, working cohesively for the betterment of the citizens of Idaho. When dealing with professional-technical education, the Board is designated in Idaho Code as the State Board for Professional-Technical Education.

Professional-technical education is the state's primary educational system for preparing Idaho's workforce. Professional-technical education programs provide individuals with the technical knowledge and skills needed to prepare for employment in current or emerging fields, or to continue their education. The scope of the professional-technical education system ranges from career awareness and pre-technical skill development at the junior high/middle school level to highly specialized, customized training for Idaho industry at the postsecondary level.

In Idaho, secondary level professional-technical education programs and services are provided through junior high/middle schools, comprehensive high schools, professional-technical schools and through some cooperative programs with the technical colleges. Postsecondary professional-technical education programs and services are delivered through the state's technical college system.

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Local school boards govern secondary schools within the parameters of Idaho Code and policies established by the State Board of Education. In FY2006, 109 of the state's 113 school districts offered approved professional-technical education programs in comprehensive high schools. Professional-technical programs are also offered through the Idaho School for the Deaf and the Blind and the Department of Correction's Robert Janss School.

Postsecondary professional-technical programs are delivered through a statewide system of six technical colleges located in each of the six planning regions of the state. Three of the technical colleges are located on the campuses of four-year institutions, two are located on the campuses of community colleges, and one is a stand-alone institution:

- \$ Four-year Institutions:
  - % Larry G. Selland College of Applied Technology, Boise State University
  - % College of Technology, Idaho State University
  - % School of Technology, Lewis-Clark State College
- \$ Community Colleges:
  - % Professional-Technical Division, College of Southern Idaho
  - % School of Applied Technology, North Idaho College
- \$ Stand-alone Institution:
  - % Eastern Idaho Technical College

Technical college leadership, with the exception of Eastern Idaho Technical College, administratively report to the institutional president or academic vice-president. The president of Eastern Idaho Technical College reports to the State Board of Education.

Technical colleges deliver approximately 158 approved occupational programs on a full- or part-time basis. Additionally, they deliver adult upgrading and retraining, customized training, related instruction for apprentices, emergency services training including fire service, hazardous materials and emergency medical services and services through outreach centers and at industry locations.

The State Plan reflects intended expenditures of federal funds under the Carl D. Perkins Career and Technical Education Act of 2006. These federal funds account for 12.7% (\$7.5 million) of the funds appropriated by the State Legislature (\$51.5 million from non-federal sources) for professional-technical education in FY2007.

Public school funds provide the majority of funding for professional-technical education in secondary schools. In addition, state general account appropriated professional-technical education funds provide about 32% of the added cost of operating professional-technical education programs. Federal funds are used for projects to improve professional-technical education programs.

The technical colleges are funded through the state general account for faculty salaries, operating expenses, capital outlay and local administration. The postsecondary system also receives federal funds for projects to improve professional-technical education programs.

### **State Agency Responsibility**

The Idaho State Board of Education is designated as the State Board for Professional-Education. The State Board appoints an administrator for professional-technical education and delegates authority to the State Division of Professional-Technical Education for coordinating all professional-technical education in the State. The State Board for Professional-Technical Education does not delegate any of its responsibilities to any other state agency.

The Division of Professional-Technical Education provides leadership, advocacy and technical assistance for professional-technical education in Idaho. The Division provides focus for the professional-technical education system by targeting resources, organizing and applying industry input, providing technical assistance to program areas, managing programs and providing leadership for professional-technical student organizations.

The Division carries out State Board for Professional-Technical Education rules, policies and state and federal provisions. Among its responsibilities, the Division:

- § Develops, requests, distributes and monitors budgets for secondary and postsecondary professional-technical education.
- § Administers the Carl D. Perkins Career and Technical Education Act of 2006
- § Develops and implements policies, guidelines program standards and performance measures for the professional-technical education system.
- § Coordinates a workforce training network that can respond quickly to training needs of business, industry, and government throughout the state.
- § Provides coordination and direct support to specialized workforce education programs such as emergency services training.
- § Develops strategies and solutions for barriers facing workforce education.
- § Collects, compiles and analyzes data to measure and improve the effectiveness of professional-technical education programs.
- § Meets and coordinates with the Workforce Development Council, business and industry representatives, community-based organizations, labor groups, and other organizations connected with education and workforce development.
- § Coordinates the state professional-technical education system with other state and federal education and training programs including the Workforce Investment Act, Adult Education and Family Literacy, Vocational Rehabilitation, No Child Left Behind Act, and the Wagner-Peyser Act.

## PART A: STATE PLAN NARRATIVE

### I. PLANNING, COORDINATION AND COLLABORATION PRIOR TO PLAN SUBMISSION

Idaho is submitting a transition plan for the period of July 1, 2007 through June 30, 2008. In accordance with the State Plan Guidelines, this Section will be completed and submitted with the Final Plan submitted in April, 2008.

#### A. Statutory Requirements

1. The eligible agency shall conduct public hearings in the State, after appropriate and sufficient notice, for the purpose of affording all segments of the Public and interested organizations and groups (including charter school organizations and groups consistent with State law, employers, labor organizations, and parents, students, and community organizations), an opportunity to present their views and make recommendations regarding the State plan. [Sec.122(a)(3)]

**NOT REQUIRED FOR TRANSITION PLAN**

2. A summary of [the above] recommendations and the eligible agency=s response to such recommendations shall be included in the State Plan. [Sec. 122(a)(3)]

**NOT REQUIRED FOR TRANSITION PLAN**

3. The eligible agency shall develop the State plan in consultation with academic and career and technical education teachers, faculty, and administrators; career guidance and academic counselors; eligible recipients; charter school authorizers and organizers consistent with State law; parents and students; institutions of higher education; the State tech prep coordinator and representatives of tech prep consortia (if applicable); entities participating in activities described in section 111 of Public Law 105-220; interested community members (including parents and community organizations); representatives of special populations; representatives of business and industry (including representatives of small business); and representatives of labor organizations in the State. The eligible agency shall consult the Governor of the State with respect to development of the State plan. [Sec. 122(b)(1)(A)-(B)]

**NOT REQUIRED FOR TRANSITION PLAN**

4. The eligible agency shall develop effective activities and procedures, including access to information needed to use such procedures, to allow the individuals listed in item 3 above to participate in State and local decisions that relate to development of the State plan. [Sec. 122(b)(2)]

**NOT REQUIRED FOR TRANSITION PLAN**

5. The eligible agency shall develop the portion of the plan relating to the amount and uses of any funds proposed to be reserved for adult career and technical education, postsecondary career and technical education, tech prep education and secondary career and technical education after consultation with the State agency responsible for supervision of community colleges, technical institutes, or other 2-year postsecondary institutions primarily engaged in providing postsecondary career and technical education, and the State agency responsible for secondary education. If a State agency finds that a portion of the final State plan is objectionable, the State agency shall file its objections with the eligible agency. The eligible agency shall respond to any objections received in the State Plan submitted to the Secretary. [Sec. 122(e)(3)]

**NOT REQUIRED FOR TRANSITION PLAN**

**II. PROGRAM ADMINISTRATION**

**A. Statutory Requirements**

1. The eligible agency must prepare and submit to the Secretary a State plan for a 6-year period; or

The eligible agency may prepare and submit a transition plan for the first year of operation. [Sec. 122(a)(1)]

The Idaho State Plan for Professional-Technical Education submitted under P. L. 109-270, Carl D. Perkins Career and Technical Education Act of 2006, covers FY2008, the first year of operation (7/01/07 – 6/30/08).

The State Application for Occupational and Employment Information grants is included as Appendix A, Section 118, Occupational and Employment Information. [Sec. 118(b)(1)-(2)]

2. Describe the career and technical education activities to be assisted that are designed to meet or exceed the State adjusted levels of performance, including a description of –
- (a) The career and technical education programs of study, that may be adopted by local educational agencies and postsecondary institutions to be offered as an option to students (and their parents as appropriate) when planning for and completing future coursework, for career and technical content areas that –
- i. Incorporate secondary education and postsecondary education elements;
  - ii. Include coherent and rigorous content, aligned with challenging academic standards, and relevant career and technical content in a coordinated, non-duplicative progression of courses that align secondary education with postsecondary education to adequately prepare students to succeed in postsecondary education;
  - iii. May include the opportunity for secondary education students to participate in dual or concurrent enrollment programs or other ways to acquire postsecondary education credits; and
  - iv. Lead to an industry-recognized credential or certificate at the postsecondary level, or an associate or baccalaureate degree;

Professional-Technical Education in Idaho spans all educational levels—secondary, postsecondary and adult – contributing to a thorough education by providing students with career knowledge, technical skills and attitudes necessary to succeed in the workplace.

Professional-technical education programs in Idaho are supported through state general funds appropriated to the Division of Professional-Technical Education. State general account funds pay a portion of the added cost associated with secondary professional-technical education programs. At the postsecondary level, these funds are intended to pay 100% of the direct cost of professional-technical education programs.

Secondary professional-technical education programs must include the following critical elements to be approved for funding:

The Essential Components required for secondary professional-technical education programs include:

- Sequence of courses organized using Career Clusters
- Recommended academic courses
- Alignment with Idaho Content Standards
- Realistic work experience provided through laboratory and/or industry-related activities
- Advisory Committee
- Leadership development that is integral to the program and is generally provided through professional-technical student organizations
- Postsecondary Articulation
- Certified Instructor(s)
- Safety Instruction as appropriate to the program of study

Postsecondary professional-technical education programs consist of a sequence of courses that provide students with the knowledge and competencies required for a postsecondary technical certificate, an advanced technical certificate, or an Associate of Applied Science (A.A.S.) degree. A.A.S. degree programs must include a minimum of 16 hours of general education coursework selected from each institution's general education core that is comparable to the general education core of the Associate of Arts (A.A.) and Associate of Science (A.S.) degrees.

Secondary and postsecondary professional-technical education programs provide opportunities for students to earn college credit as outlined in the State Board of Education's Accelerated Learning Program policies and procedures. The State Board recognizes four different types of advanced learning opportunities: Advanced Placement®, dual credit, tech prep and the International Baccalaureate program.

In addition, articulation agreements link secondary professional-technical education programs and postsecondary programs that lead to: Technical Certificate of Completion; Postsecondary Technical Certificate; Technical Certificate; Advanced Technical Certificate; Associate of Applied Science Degree (A.A.S.); or Bachelor of Applied Technology Degree (BAT).



- (b) Describe how the state agency, in consultation with eligible recipients, will develop and implement the career and technical programs of study described in (a) above;**

The Division of Professional-Technical Education Program Managers provide technical assistance to eligible recipients in the development of professional-technical education programs at both the secondary and postsecondary levels.

The Division of Professional-Technical Education has a program approval process for secondary professional-technical education programs. (See Appendix B, 10N Application for New Programs)

The State Board for Professional-Technical Education has a program approval process in place for postsecondary professional-technical education programs. (See Appendix C, Notification of Intent to Initiate a New and/or Expanded Technical Program)

- (c) Describe how the eligible agency will support eligible recipients in developing and implementing articulation agreements between secondary education and postsecondary education institutions;**

The Division of Professional-Technical Education will reserve funds in accordance with Section 112(a)(2) to support the development and implementation of articulation agreements between secondary and postsecondary education institutions.

Reserve funds will be allocated to the six technical colleges to support the Advanced Learning Partnerships to:

- promote and support linkages between secondary and postsecondary professional-technical education programs;
- improve academic integration;
- facilitate the transition to baccalaureate degree programs; and
- develop local and statewide articulation agreements.

- (d) Describe how programs at the secondary level will make information about career and technical programs of study offered by eligible recipients;**

Secondary programs of study are listed as electives in each school district's student handbook that is disseminated to students during the registration process. Information is also disseminated at career fairs, student assemblies, and through the Career Information System. Appendix A outlines Idaho's implementation of Section 118, Occupational & Employment Information and how this information is made available to Idaho students.

- (e) **Describe the secondary and postsecondary career and technical education programs to be carried out, including programs that will be carried out by the eligible agency, to develop, improve, and expand access to appropriate technology in career and technical education programs;**

Professional-technical education provides individuals with the technical knowledge and skills needed for employment in high wage, high skill or high demand jobs in current or emerging fields, or to continue their education. The foundation of professional-technical education is the technical training program which is part of a program of study that includes a sequence of courses that integrates academic and industry standards and includes articulation between high school and college.

All careers have core knowledge and skill sets and specialized technical skill sets that are job specific. Across the country, 16 clusters of careers that share knowledge and skill sets have been recognized. Idaho's professional technical education system has grouped the 16 nationally recognized clusters into six large clusters: Agriculture & Natural Resources; Arts & Communications; Business & Management; Health Sciences; Engineering & Industrial Systems; and Human Resources.

The Career Clusters provide a framework to support the delivery system for education and training for the world of work. Career exploration and awareness of workplace requirements, and pre-vocational skill development takes place in the middle school/junior high. This same structure at the high school level allows students to focus on areas of interest, gain insight into the knowledge and skills required in various careers, and receive technical training that addresses the breadth and depth of a career. Finally, Career Clusters allow for a more effective transition from high school to college and a format for organizing technical college curricula.

The scope of professional-technical education includes the above program areas in addition to career guidance, academic skills development, and other services and components of the delivery system, including the Workforce Training Network, that support and enhance occupational programs.

There were 770 approved secondary professional-technical education programs in FY2006. At the postsecondary level, there were 158 approved professional-technical education programs in FY2006. In addition to the preparatory programs, the technical college system delivers adult upgrading and retraining, customized training, related instruction for apprentices and emergency services training.

- (f) **Describe the criteria that the eligible agency will use to approve eligible recipients for funds under the Act, including criteria to assess the extent to which the local plan will –**
- i. **Promote continuous improvement in academic achievement;**
  - ii. **Promote continuous improvement of technical skill attainment; and**
  - iii. **Identify and address current or emerging occupational opportunities;**

The Secondary Local Six-Year Plan and the Postsecondary Local Six-Year Plan require local education agencies and eligible institutions to describe how professional-technical education activities will be carried out with respect to meeting State and local adjusted levels of performance in accordance with Section 113 of Perkins IV.

**Describe how programs at the secondary level will prepare career and technical education students, including special populations, to graduate from secondary school with a diploma;**

Professional-technical education programs at the secondary level are aligned with the Idaho Content Standards and are part of the high school graduation requirements as electives. Additionally, the Division of Professional-Technical Education has created professional technical education courses that count for academic credit. (See Appendix D, Professional-Technical Education/Academic Courses)

- (h) **Describe how programs will prepare career and technical education students, including special populations, academically and technically for opportunities in postsecondary education or entry into high-skill, high-wage, or high-demand occupations in current or emerging occupations, and how participating students will be made aware of such opportunities;**

The Essential Components required for secondary professional-technical education programs include:

- Sequence of courses organized using Career Clusters
- Recommended academic courses
- Alignment with Idaho Content Standards
- Realistic work experience provided through laboratory and/or industry-related activities

Essential components continued:

- Advisory Committee
- Leadership development that is integral to the program and is generally provided through professional-technical student organizations
- Postsecondary Articulation
- Certified Instructor(s)
- Safety Instruction as appropriate to the program of study

In addition, school districts are required to include regional/local labor market data demonstrating placement for graduates in high demand, high skill or high wage occupations when applying for approval of new professional-technical education programs of study. If the occupation is high demand but low wage, districts must speak to the opportunity of career ladders.

Approved professional-technical education programs of study are included in the school district student handbooks that are provided to all students and their parents. Information is also disseminated at career fairs, student assemblies, and through the Career Information System.

- (i) Describe how funds will be used to improve or develop new career and technical education courses –**
- i. At the secondary level that are aligned with rigorous and challenging academic content standards and student academic achievement standards adopted by the State under section 1111(b)(1) of the Elementary and Secondary Education Act of 1965, as amended;**
  - ii. At the postsecondary level that are relevant and challenging; and**
  - iii. That lead to employment in high-skill, high-wage, or high-demand occupations;**

Funds will be used to improve and develop professional-technical education courses in accordance the Division of Professional-Technical Education's (PTE) Quality Initiative. The components of the PTE Quality Initiative include: 1) Rigorous Technical Programs; 2) Integration of Academic Achievement Standards; and 3) Articulation of High School and Postsecondary Curriculum.

The secondary professional-technical education program of study approval process requires school districts to include a description of the community, industry, or other conditions which demonstrate that a particular program is needed. Districts must include regional/local labor market

data demonstrating placement for graduates in high demand, high skill or high wage occupations. If the occupation is high demand but low wage, districts must speak to the opportunity of career ladders.

Postsecondary technical colleges must include a description of the student need, demand and employment potential as part of the approval process for postsecondary programs of study.

- (j) Describe how the eligible agency will facilitate and coordinate communications on best practices among successful recipients of tech prep program grants under Title II and other eligible recipients to improve program quality and student achievement;**

The Division of Professional-Technical Education will disseminate information on best practices to eligible recipients through the annual Professional-Technical Education Summer Conference, technical assistance visits and email, and weekly newsletters from the Program Managers.

- (k) Describe how funds will be used to effectively link academic and career and technical education at the secondary level and at the postsecondary level in a manner that increases student academic and career and technical achievement; and**

Six regional Advanced Learning Partnerships will be formed to promote and support linkages between secondary and postsecondary professional-technical education programs; improve academic integration; facilitate the transition to baccalaureate degree programs; and to develop local and statewide articulation agreements.

The Division of Professional-Technical Education has reserved funds in accordance with Section 112(a)(1) of Perkins IV to support the Advanced Learning Partnerships. Eligible recipients will be required to pool a minimum of 5% of their Title I allocation to their regional Partnership.

- (l) Describe how the eligible agency will report on the integration of coherent and rigorous content aligned with challenging academic standards in career and technical education programs in order to adequately evaluate the extent of such integration. [Sec. 122(c)(1)(L)]**

The Division of Professional-Technical Education will annually evaluate and report efforts to improve the integration of coherent and rigorous content aligned with challenging academic standards in professional-technical education programs.

The information will be included in the Consolidated Annual Report (CAR) submitted to the Secretary of Education as well as in state reports such as the Professional-Technical Education Annual Report.

3. Describe how comprehensive professional development (including initial teacher preparation and activities that support recruitment) for career and technical teachers, faculty, administrators, and career guidance and academic counselors will be provided, especially professional development that –

- (a) Promotes the integration of coherent and rigorous academic content standards and career and technical education curricula, including through opportunities for academic and career and technical teachers to jointly develop materials and pedagogical strategies;

**NOT REQUIRED FOR TRANSITION PLAN**

- (b) Increases the percentage of teachers that meet teacher certification or licensing requirements;

**NOT REQUIRED FOR TRANSITION PLAN**

- (c) Is high quality, sustained, intensive, and focused on instruction, and increases the academic knowledge and understanding of industry standards, as appropriate, of career and technical education teachers;

**NOT REQUIRED FOR TRANSITION PLAN**

- (d) Encourages applied learning that contributes to the academic and career and technical knowledge of the student;

**NOT REQUIRED FOR TRANSITION PLAN**

- (e) Provides the knowledge and skills needed to work with and improve instruction for special populations; and

**NOT REQUIRED FOR TRANSITION PLAN**

- (f) Promotes integration with professional development activities that the State carries out under Title II of the Elementary and Secondary Education Act of 1965, as amended, and Title II of the Higher Education Act of 1965, as amended.  
[Sec. 122(c)(2)(A)-(G)]

**NOT REQUIRED FOR TRANSITION PLAN**

4. Describe the efforts that the eligible agency and eligible recipients will make to improve –

- (a) The recruitment and retention of career and technical education teachers, faculty, and career guidance and academic counselors, including individuals in group underrepresented in the teaching professions; and

**NOT REQUIRED FOR TRANSITION PLAN**

- (b) The transition to teaching from business and industry, including small businesses. [Sec. 122(c)(3)(A)-(B)]

**NOT REQUIRED FOR TRANSITION PLAN**

5. Describe the efforts that the eligible agency and the eligible recipients will make to improve the transition of subbaccalaureate career and technical education students into baccalaureate degree programs at institutions of higher education. [Sec. 122(c)(4)]

**NOT REQUIRED FOR TRANSITION PLAN**

6. Describe how the eligible agency will actively involve parents, academic and career and technical education teachers, administrators, faculty, career guidance and academic counselors, local business (including small businesses), and labor organizations in the planning, development, implementation, and evaluation of career and technical education programs in the State. [Sec. 122(c)(5)]

**NOT REQUIRED FOR TRANSITION PLAN**

7. Describe efforts the eligible agency and eligible recipients will make to –

- (a) Improve the academic and technical skills of students participating in career and technical education programs, including by strengthening the academic and career and technical components of career and technical education programs through the integration of academics with career and technical education to ensure learning in –
- i. The core academic subjects (as defined in section 9101 of the Elementary and Secondary Education Act of 1965, as amended); and
- ii. Career and technical education subjects;

**NOT REQUIRED FOR TRANSITION PLAN**

- (b) Provide students with strong experience in, and understanding of, all aspects of an industry; and

**NOT REQUIRED FOR TRANSITION PLAN**

- (c) Ensure that students who participate in career and technical education programs are taught to the same challenging academic proficiencies as taught to all other students. [Sec. 122(c)(7)(A)-(C)]

**NOT REQUIRED FOR TRANSITION PLAN**

8. Describe how the eligible agency will provide local educational agencies, area career and technical schools, and eligible institutions in the State with technical assistance. [Sec. 122(c)(15)]

The Division of Professional-Technical Education is the sole state agency responsible for professional-technical education at the secondary, postsecondary and adult levels. The Division of Professional-Technical Education has 35 FTP responsible for providing leadership, advocacy and technical assistance for professional-technical education in Idaho.

The Division provides focus for the professional-technical education system by targeting resources, organizing and applying industry input, providing technical assistance to program areas, managing programs and providing leadership for professional-technical student organizations. The Division also facilitates the development of state approved curriculum.

Technical assistance is provided to secondary school districts and postsecondary technical colleges by the program managers through telephone, email, publications, internet and on-site visits (scheduled and on request). In addition, the Division of Professional-Technical Education hosts the annual Professional-Technical Education Summer Conference which is the state's largest professional development activity.

Technical assistance specific to Perkins IV will be provided through Webinar/Internet meetings; distance learning; and on-site assistance. Regional professional-technical education coordinators will assist in facilitating and providing training to professional-technical education teachers and administrators.

9. Describe how career and technical education in the State relates to the State's and the region's occupational opportunities. [Sec. 122(c)(16)]

**NOT REQUIRED FOR TRANSITION PLAN**



10. Describe the methods the eligible agency propose for the joint planning and coordination of programs carried out under this legislation with other Federal education programs. [Sec. 122(c)(17)]

**NOT REQUIRED FOR TRANSITION PLAN**

11. Describe the procedures the eligible agency will develop to ensure coordination and non-duplication among programs listed in sections 112(b)(8) and 121(c) of the Workforce Investment Act (Public Law 105-220) concerning the provision of services for postsecondary students and school dropouts. [Sec. 122(c)(20)]

**NOT REQUIRED FOR TRANSITION PLAN**

**B. Other Department Requirements**

1. Provide a copy of the local applications or plans for secondary and postsecondary eligible recipients, which meet the requirements in Section 134(b) of the Act.

The Secondary Local Plan is located at Appendix E  
The Postsecondary Local Plan is located at Appendix F  
The Secondary Annual Application is located at Appendix G  
The Postsecondary Annual Application is located at Appendix H

2. Describe the State's governance structure for career and technical education.

The Idaho State Board of Education is designated as the State Board for Professional- Technical Education. The State Board appoints an administrator for professional-technical education and delegates authority to the State Division of Professional-Technical Education for coordinating all professional-technical education in the State. The State Board for Professional-Technical Education does not delegate any of its responsibilities to any other state agency.

The Division of Professional-Technical Education provides leadership, advocacy and technical assistance for professional-technical education in Idaho. The Division provides focus for the professional-technical education system by targeting resources, organizing and applying industry input, providing technical assistance to program areas, managing programs and providing leadership for professional-technical student organizations.

3. Describe the role of postsecondary career and technical education in the one-stop career center delivery system established by Title I of WIA.

**NOT REQUIRED FOR TRANSITION PLAN**

III. PROVISION OF SERVICES FOR SPECIAL POPULATIONS

A. Statutory Requirements

1. Describe the eligible agency=s strategies for special populations listed in Section 3(29) of the Act, including a description of how individuals who are members of special populations –

(a) Will be provided with equal access to activities assisted under the Act.

The Division of Professional-Technical Education will fulfill the equal access requirements for special populations through the development of state and local plans that are responsive to the special needs of those students. Eligible recipients for Perkins IV funding will be required to describe specific strategies that will be used to identify and eliminate barriers that prevent special populations from entering and succeeding in professional-technical education programs.

(b) Will not be discriminated against on the basis of their status as members of special populations; and

Members of special populations will be placed into professional-technical education programs in accordance with their individual needs and not on the basis of their status as members of special populations. The local six-year plan requires eligible recipients to describe specific strategies that will be used to prevent discrimination against individuals based on their status as member of special populations.

The Division of Professional-Technical Education will provide technical assistance to eligible recipients to enable them to identify and overcome barriers to equitable participation, including barriers based on gender, race, color, national origin, disability and age. Assistance will also be provided to avoid tracking students who are members of special populations into specific professional-technical education programs.

The Division will conduct Office of Civil Rights (OCR) reviews and 10-year evaluations which will include an evaluation of services to students who are members of special populations.

- (c) **Will be provided with programs designed to enable the special populations to meet or exceed State adjusted levels of performance, and how the eligible agency will prepare special populations for further learning and for high-skill, high-wage, or high-demand occupations.**

**[Sec. 122(c)(9)(A)-(C)]**

The Local Six-Year Plans will require eligible recipients to describe their strategies to assist members of special populations to meet or exceed state performance measures. The Division of Professional-Technical Education will assess professional-technical education programs, including an assessment of how the needs of special populations are being met. The assessment will be based on the state and local accountability systems.

In the event that a specific special population group(s) does not meet one or more of the state and/or local adjusted levels of performance, the Division will help local eligible recipients identify and correct the deficiencies. Based on the results of the assessment, the Division may target leadership funds to develop/adapt program models that will assist members of special populations to meet the state and/or local adjusted levels of performance.

2. **Describe how the eligible agency will adequately address the needs of students in alternative education programs, if there are such programs. [Sec. 122(c)(14)]**

**NOT REQUIRED FOR TRANSITION PLAN**

3. **Describe how funds will be used to promote preparation for high-skill, high-wage, or high-demand occupations and non-traditional fields. [Sec. 122(c)(18)]**

**NOT REQUIRED FOR TRANSITION PLAN**

Eligible recipients will submit annual applications to operate projects that prepare for non-traditional fields. (See Appendix I, Projects That Prepare for Nontraditional Fields Annual Application)

4. **Describe how funds will be used to serve individuals in State correctional institutions. [Sec. 122(c)(19)]**

**NOT REQUIRED FOR TRANSITION PLAN**

The Idaho Department of Correction has been identified as the eligible recipient for funds reserved under Section 122(c)(1). The Department of Correction will submit annual applications to serve individuals in State correctional institutions. (See Appendix J, State Institution Annual Application)

5. Describe how the eligible agency will require each applicant for funds to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs as contained in section 427(b) of the General Education Provisions Act, as amended.

**NOT REQUIRED FOR TRANSITION PLAN**

**IV. ACCOUNTABILITY AND EVALUATION**

**A. Statutory Requirements**

1. Describe the procedures the eligible agency will use to obtain input from eligible recipients in establishing measurement definitions and approaches for the core indicators of performance for career and technical education students at the secondary and postsecondary levels, as well as for any other additional indicators of performance identified by the eligible agency. [Sec. 113(b)(1)(A)-(B), sec. 113(b)(2)(A)-(C)]

The Division of Professional-Technical Education organized two accountability implementation teams for obtaining input into the Perkins IV measures; one secondary team and one postsecondary team. Over thirty individuals served on the accountability implementation teams. Many of them have previous experience with Perkins measures and school-based data systems. Others involved represented the Idaho Department of Education, administrators, instructors, state staff, and labor market information. Each of the two teams met twice independently with minutes recorded and distributed for review. Additional discussion with the Technical College Leadership Council (TCLC) was held with specific attention to the technical measures and the definitions for high wage, high skill, and high demand occupations in Idaho. Additional input will be solicited for stakeholders through the normal channels of communications and with public hearings.

2. Describe the procedures the eligible agency will use to obtain input from eligible recipients in establishing a State adjusted level of performance for each of the core indicators of performance for career and technical education students at the secondary and postsecondary levels, as well as State levels of performance for any additional indicators of performance identified by the eligible agency. [Sec. 122(c)(10)(A), sec. 113(b)(3)(B)]

Both the secondary and postsecondary accountability implementation teams reviewed the existing FAUPL's. The primary changes will be with the secondary FAUPL's where alignment is required with the NCLB tests for academic attainment and graduation rates. The secondary committee reviewed existing Annual Yearly Progress (AYP) processes and cut scores. The committee was unanimous in not setting performance levels lower than the existing state performance levels. Additional input will be solicited for stakeholders through the normal channels of communications and with public hearings.

3. **Identify, on the forms in Part III of this guide, the valid and reliable measurement definitions and approaches that the eligible agency will use for each of the core indicators of performance for career and technical education students at the secondary and postsecondary/adult levels, as well as any additional indicators of performance identified by the eligible agency, that are valid and reliable. Describe how the proposed definitions and measures are valid and reliable. [Sec. 113(b)(2)(A)-(B)]**

The completed forms are included in Part C, Accountability Forms. Based on guidance from the OVA Division of Academic and Technical Education (DATE) in a January 18<sup>th</sup> conference call, the definitions for the student populations may change. It was indicated that DATE would indicate which populations were to be used for the individual measures. Both the secondary and postsecondary accountability implementation teams reviewed and edited the existing definitions for measures and data processes to ensure consistency in what was reported from school to school. When the DATE approved definitions are distributed the teams will revisit the existing definitions and in which measures they will be used.

Representatives of the Idaho Department of Education and building administrators that work with NCLB process provided the secondary accountability team with input on current processes. We have met with staff of the State Board of Education and it is our intent to utilize the NCLB test vendor and the Bureau of Technology Services (BOTS) to disaggregate the data for PTE investors. This would provide equivalent validity and reliability to the Idaho NCLB assessments. We have aligned our process and the terminology we will use to the highest degree possible with existing Idaho NCLB processes.

4. **Describe how, in the course of developing core indicators of performance and additional indicators of performance, the eligible agency will align the indicators, to the greatest extent possible, so that information substantially similar to that gathered for other State and Federal programs, or for any other purpose, is used to meet the Act's accountability requirements. [Sec. 113(b)(2)(F)]**

It was a stated recommendation by the Division of Professional-Technical Education that in the process of developing measures, data collection and reporting processes that we take advantage of the processes already being used. It was noted that accountability efforts by agencies are not always coordinated and that duplication of effort is burdensome on the local schools.

Our teams involved building administrators, special education administrators, teachers, and data management personnel. To the highest extent possible, it is our intent to use existing processes to provide non-duplication of effort and more consistent and reliable data. Additional input on alignment and/or duplication will be solicited from stakeholders through the normal communication channels and public hearings.

5. **On the forms provided in Part C of this guide, provide, for the first two years covered by the State plan (July 1, 2007 – June 30, 2008 and July 1, 2008 – June 30, 2009), performance levels for each of the core indicators of performance, except that States submitting one-year transition plans are only required to submit performance levels for part of the indicators as discussed above. For performance levels that are required, the States' performance levels, at a minimum, must be expressed in a percentage or numerical form, so as to be objective, quantifiable, and measurable; and require the State to continually make progress toward improving the performance of career and technical education students. [Sec. 113(b)(3)(A)(i)-(ii)]**

The performance levels for 1S1, 2S1, and 4S1 are detailed on the Accountability Form at the end of this section. Page 19 of the State Plan Guide indicates that transition plans need only include the agreed performance levels for the columns with the 'X' under transition plan. That would be 1S1, 2S1, and 4S1. Those performance levels are listed on the FAUPL form.

Section 113(b)(2) of the Perkins Act requires a State to develop valid and reliable core indicators of performance, to propose performance levels in its State plan, and to reach agreement with the Department on "adjusted performance levels" for each of the core indicators. In so doing, the Perkins Act prescribes the measures that a State must use for some of the core indicators.

- a. **Section 113(b)(2)(A)(i) of the Perkins Act requires a State to measure career and technical education students' attainment of "challenging academic content standards" and "student academic achievement standards" that a State adopted pursuant to section 1111(b)(1) of the ESEA. The Perkins Act further requires a State use its State's academic assessments (i.e. the State's reading/language arts and mathematics tests) implemented under section 1111(b)(3) of the ESEA to measure career and technical education students' attainment of these State standards.**

**Thus, two of a State's core indicators must be career and technical education students' proficiency in reading/language arts and mathematics as measured under 1111(b)(1) and (3) of the ESEA. Accordingly, under the Perkins Act, a State must report the number or percent of its score at the assessments in administered under proficiency of secondary against the ESEA career and technical education students who proficient level or above on the State's reading/language arts and mathematics the ESEA to measure the academic career and technical education students standards.**

It is our intent to use the exact information, processes, and reporting procedures currently used in Idaho for NCLB purposes. It is our intent to have a data element for PTE investors and PTE Concentrators included in the database by the ISAT test vendor. Following the close of the testing window, the database is returned to the Bureau of Technology Services (BOTS) where the disaggregated reports are prepared. It is our intent that the reports would have the same format as used for the AYP process in Idaho and disaggregated on the same subgroups.

To measure attainment of these two core indicators, a State must develop and reach agreement with the Department on "adjusted performance levels," which constitute the State's performance targets for a program year. Permissible targets (i.e. "adjusted performance levels") for these two core indicators would be a State's "annual measurable objectives" (AMOs) from its State's ESEA accountability workbook. (To ensure that a State's schools are making "adequate yearly progress" (AYP) as required under section 1111(b)(2)(A) of the ESEA, section 1111(b)(2)(G) of the ESEA requires a State to establish Statewide AMOs, which identify a single minimum percentage of students who are required to meet or exceed the proficient level on the State's academic assessments each year.) Under the Perkins Act, a State may propose different performance levels (targets) for these two core indicators instead of its AMOs as discussed below.

The Division of Professional-Technical Education and the secondary accountability team agree that lower standards for PTE students would not send the correct message to our stakeholders. So, the consensus at this time is to adopt the AYP cut scores approved by the Idaho Board of Education for NCLB purposes. For reporting of NCLB data the Idaho Department of Education makes the following exceptions.

*To protect the privacy of individual students the following symbols are used.*

*>95% - The group with proficiency percentages greater than 95%.*

*<5% - The group with proficiency percentages less than 5%.*

*^ No participation determinations are made for groups of less than 10 students. The participation rate of students in this group is included in district and state totals.*

*~ No proficiency determinations are made for groups of less than 34 students. The proficiency level of students in this group is included in district and state totals.*

*\* The District has not reported any students in this group.*

These numbers were chosen following a statistical analysis by the Department of Education and have been approved for NCLB purposes. For the Perkins measures we will use the same exceptions for reporting purposes. No proficiency determinations will be made for groups of less than 34 students; the data will be included in the district and state totals. Being a rural state, this will be a common occurrence for the subpopulations. For some rural schools it may be that the entire population of a student population is less than 34; the same rule would apply in this case.

- b. Section 113(b)(2)(A)(iv) of the Perkins Act requires a State to identify a core indicator to measure for its career and technical education students at the secondary level “student graduation rates (as described in section 1111 (b)(2)(C)(vi) of the [ESEA]).”**
- Thus, a State must report the number or percent of its career and technical education students whom the State includes as graduated in its graduation rate described under the ESEA. To ensure that a State’s schools are making AYP as required under section 1111(b)(2)(A) of the ESEA, some States have established Statewide AMOs for graduation rates under section 1111(b)(2)(C)(vi), and others States have defined AYP only to require improvement in the graduation rate each year.**



Again, it is our intent to use the exact information, processes, terminology and reporting procedures currently used in Idaho for NCLB purposes. It may be more challenging in calculating graduation rates as most students will not achieve the "PTE Investor" status until their junior or senior year in high school.

Working with the Idaho Department of Education and the Bureau of Technology Services (BOTS), it is our intent to compare graduations rates and develop disaggregated reports comparing PTE and non-PTE populations. It is our intent that the reports would have the same format as used for the AYP indicators in Idaho.

**The Department strongly encourages your State to reach agreement on "adjusted performance levels" required under section 113 of the Perkins Act for the three core indicators discussed in (a) and (b) above that are the same as your State's AMOs that your State adopted to ensure that your State's schools are making AYP as required under section 1111(b)(2) of the ESEA. However, as noted above, your State may not have established AMOs for graduations rates under the ESEA, or your State may wish to propose performance levels for these core indicators that are different from your State's AMOs. If so, your State must provide baseline data using your State's most recent year's achievement data or graduation rate under the ESEA, propose performance levels, and reach agreement with the Department on "adjusted performance levels." (The Secretary is considering whether to issue regulations requiring a State to agree to "adjusted performance levels" under the Perkins Act that are the same as the State's AMOs or targets for graduation rate under the ESEA. If the Secretary decides to regulate on this issue and adopts final rules, a State may be required to amend its State plan.)**

The Idaho State Board of Education has approved proficiency standards for reading, mathematics, and language through 2013. For Idaho, the graduation rate is measured using the number of students who graduate from a public high school with a regular diploma (not including a GED or any other diploma not fully aligned with the state's academic standards) in the standard number of years. Idaho includes in the graduation rate the number of students with disabilities who are entitled to services up to the age of 21 where the Individual Education Plan warrants the additional time to meet graduation requirements. The number of high school graduates and dropouts by grade has been reported to ISDE for the last five years.

Idaho uses the formula for graduation rate from the National Center for Educational Statistics (NCES). Graduation rate (G) is defined by NCES as the proportion of students that begin in ninth grade and go on to complete twelfth grade with a diploma. Idaho includes students who complete high school under the IEP exception. A General Education Development (GED) certificate does not meet requirements that are comparable for receipt of a regular high school diploma. The Board established the graduation rate standard of 90%. Schools will be considered as having achieved AYP if they meet or exceed the standard or if they have made improvement toward the standard. The state graduation rates for the last three years are: 2003-04, 81.24%; 2004-05, 84.11%; and 2005-06, 86.63%.

6. **Describe the eligible agency's process for reaching agreement on local adjusted levels of performance if an eligible recipient does not accept the State adjusted levels of performance under section 113(b)(3) of the Act. [Sec. 113(b)(4)(A)(i); sec. 122(c)(10)(B)]**

It is recognized that local level can negotiate for adjusted levels of performance if they do not accept the state adjusted level. For the transition year the state adjusted levels of performance would apply to all recipients. This would allow the state and locals to look at actual performance data for the measure. At this time, the state adjusted levels of performance will be reviewed and modified, if needed. Following establishment of the state baseline, the local would be able to negotiate with the Division of Professional-Technical Education for an adjusted performance level. Recipients would be required to formally request a change in performance levels to IDPTE. This request would include a recommended level of performance based on valid and reliable data, as well as a rationale based on logical reasoning. A high level of alignment with AYP and Special Education improvement plans would be pursued.

7. **Describe the objective criteria and methods the eligible agency will use to allow an eligible recipient to request revisions to its local adjusted levels of performance if unanticipated circumstances arise with respect to an eligible recipient. [Sec. 113(b)(4)(A)(vi)]**

In the event of unanticipated circumstances, the recipient can apply for a one-year waiver of performance standards. This waiver, or "hold harmless" place holder may be extended depending on the nature of the unanticipated circumstances. The waiver will be considered by the accountability implementation team, or similar oversight group.

The criteria would include:

- Recipient fell below the agreed upon performance level
- An unanticipated circumstance can be documented that would have impacted performance levels (natural disaster, epidemic, serious illness or death of a faculty member, etc.)
- Recipient has formally requested a change in performance levels to IDPTE. If more than a one-year waiver is necessary, the state would evaluate the need to renegotiate the agreed upon performance level.

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8. **Describe how the eligible agency will report data relating to students participating in career and technical education programs order to adequately measure the progress of the students, including special populations and students participating in tech prep programs, if applicable, and how the eligible agency will ensure that the data reported from local educational agencies and eligible institutions, and the data that is reported to the Secretary, are complete, accurate, and reliable. [Sec. 122(c)(13); sec 205].**

The timeline and format of the disaggregated PTE reports will be aligned to the greatest extent possible with the Annual Yearly Progress (AYP) reports published by the Idaho Department of Education. Examples the Idaho AYP format can be viewed at [sde.idaho.gov/dept/ayp2006.asp](http://sde.idaho.gov/dept/ayp2006.asp). The Idaho State Board of Education and the PTE accountability teams have, and will continue, to review the data elements for reliability and validity as they are applied at the program, school, and state levels. Because of variability of data, it was also determined that populations less than 34 would not be held to the performance standard in the subpopulations. Being a rural state, this will be a common occurrence for the subpopulations.

It is a stated goal to move from data collection and reporting for compliance to a focus on program improvement. It is anticipated that the transition year will be used to test some of the data elements and reporting and to adjust, as needed.

9. **Describe how the State plans to enter into an agreement with each consortium receiving a grant under Perkins IV to meet a minimum level of performance for each of the performance indicators described in section 113(b) and 203(e) of the Act. [Sec. 204(e)(1)]**

Individual recipients and consortiums will be treated the same regarding the level of performance. Each member school district in a consortium will be required to submit data on the core indicators of performance and may negotiate separately on the level of performance.

The performance measures for each member school of a consortium will be compared to the state FAUPL or the negotiated level. Any member school of a consortium that is required to submit an improvement plan will do so individually.

**10. Describe how the eligible agency will annually evaluate the effectiveness of career and technical education programs, and describe, to the extent practicable, how the eligible agency is coordinating those programs with other Federal programs to ensure nonduplication. [Sec. 122(c)(8)]**

During the plan period review teams from the Idaho Division of Professional-Technical Education will conduct on-site reviews of activities and services provided with Carl D. Perkins Career and Technical Education Improvement Act of 06 (Perkins IV) funds as follows:

1. During the State Plan Period of FY2008 through FY2013, staff from the Division of Professional-Technical Education will conduct on-site reviews of all recipients of Perkins IV funds.
2. A desk audit will be conducted annually based on the Perkins accountability measures and other data submitted annually by PTE programs.
3. When an LEA/Institution has been identified for on-site review, a letter and copy of the Carl D. Perkins IV On-site Review Self Evaluation Questionnaire will be sent to the Superintendent/Dean approximately two weeks prior to the team visit. During the on-site review visit, team members will meet with the Superintendent/Dean and appropriate staff to determine if the LEA/Institution is meeting the goals and objectives identified in their Six-Year Plan and Annual Applications.
4. An exit interview will be conducted with the Superintendent/Dean if the review team identifies any significant findings, or if the Superintendent/Dean requests one.
5. A formal letter will be sent to the Superintendent/Dean following the on-site review.

**B. Other Department Requirements**

1. **Except as noted above with respect to the States submitting one-year transition plans, you must provide all the information requested on the forms provided in Part C of this guide to report accountability data annually to the Secretary under section 113(c)(1)-(2), including:**

- (a) The student definitions that you will use for “investors” and “concentrators” for the secondary core indicators of performance:
- (b) The student definition that you will use for “concentrators” for the postsecondary/adult core indicators of performance;
- (c) Baseline data for the core indicators of performance under section 113(b)(2) using data from the most-recently completed program year; and

The baseline data for 1S1, 2S1, and 4S1 will be set at the state levels set by the Idaho Department of Education in making Annual Yearly Progress (AYP) determinations. These state goals are posted at

<http://www.boardofed.idaho.gov/saa/proficiency.asp#grad>. The State of Idaho Consolidated State Application Accountability Workbook, which details the accountability requirements for NCLB, is posted at <http://www.ed.gov/admins/lead/account/stateplans03/idcsa.pdf>.

For Idaho, the definitions of several of the Perkins 4 measures are substantially different than the Perkins 3 measures. At the secondary level this would be measure 2S1 – Technical Skill Attainment. At the postsecondary level this would include 1P1- Technical Skill Attainment, and 3P1-Student Retention and Transfer. For these measures it will be necessary to conduct research prior to proposing baseline data and annual performance goals.

Proposed performance levels as discussed above, except that, for the indicators for which your State must use your State’s standards, assessments, and graduation rates adopted under Title I of the ESEA, if your State chooses to use its AMOs under the ESEA, you will only have to confirm this information with your Regional Accountability Specialist. Upon your request, the Regional Accountability Specialist will pre-populate the forms in Part C with your State’s AMOs for the 2007-08 and 2008-09 program years and send the forms for you to finish completing.

These cells can be pre-populated for the Idaho forms

2. **You must identify the program areas for which the State has technical skill assessments, the estimated percentage of students who will be reported in the State’s calculation of CTE concentrators who took assessments, and the State’s plan for increasing the coverage of programs and students reported in this indicator in future program years.**

The Idaho state policies regarding secondary and postsecondary PTE programs are posted at [www.pte.idaho.gov/](http://www.pte.idaho.gov/). Idaho does not currently have a statewide system of measuring technical skill attainment. The current measure of technical skill attainment at the secondary level is,

*“A program completer who has taken a professional-technical capstone course and achieved a mastery level. Mastery occurs when a completer achieves 80% (or more) of the competencies (or a “B” grade or higher) in the capstone course(s).”*

The current measure being used at the postsecondary level is,

*“The percentage of PTE program completers who achieve a 2.5 GPA in professional technical courses to demonstrate mastery of the knowledge, skills, and competencies required for technical certificates or degrees.”*

It was determined that these measures will not meet the Perkins 4 requirements. It was decided that a statewide system for technical skill attainment would be adopted. The following process will be followed:

The State Division of Professional-Technical Education (SDPTE) will survey programs located in comprehensive high school, PTE schools, and technical colleges on technical measures currently utilized.

The IDPTE will prepare a report listing programs statewide and the technical skill measures being used. The report will be distributed to the state PTE program managers and school administration for review.

A technical assessment team consisting of secondary and postsecondary representatives will meet to discuss existing technical measures and strategies for statewide implementation. Strategies must include programs for which specialized accreditation is available and those programs that do not have an accrediting organization.

The goal for implementation will be the fall of 2007 with the first technical assessment being administered in the spring of 2008. The results of the first years experience and testing will be reviewed for procedural changes and the establishment of state performance levels.

During the January 11, 2007 NSWG Conference call guidance was provided that these indicators are to be approached using marketable and portable third-party assessments and not completion or grade point averages; states will be able to use either existing national industry tests, new nationally-developed assessments and/or state-developed end of course or end of program ones. The subgroup advised that the inventory include all of these three types of assessments and that both broad foundational and occupational specific skills need to be covered.

C. Procedural Suggestions and Planning Reminders

**Your State is responsible for identifying, using national, state, or regional data, the career and technical education programs that lead to non-traditional fields. See section 113(b)(2)(A)(vi) and section 113(b)(2)(B)(v).**

The existing lists of professional-technical programs that lead to non-traditional fields will be utilized until further guidance is provided on updating the list.

**Your State is responsible for identifying, using national, state, or regional data, the occupations or professions that it will classify as high-skill, high-wage, or high-demand. See section 113(b)(2)(B)(iv).**

The Division of Professional-Technical Education is working with the Idaho Department of Commerce and Labor (<http://lmi.idaho.gov/>) and CCBenefits ([www.ccbenefits.com](http://www.ccbenefits.com)) in defining high wage, high skill, and high demand occupations. Additional input will be solicited from other stakeholders in finalizing the definitions. Once the definitions are finalized, CCBenefits will create a regional and statewide list of occupations that meet those definitions. The draft definitions are given below.

1. **High Wage** – The Idaho Department of Commerce and Labor report occupational employment and wages in quartiles. The statewide totals from their webpage <http://cl.idaho.gov/lmi/wage-survey/PAGE0001.HTM> is listed below

Occupation	Est. empl.	Mean wage	Entry wage	25th pct	Median wage	75th pct
<b>TOTAL ALL OCCUPATIONS</b>	574,270	15.80	7.73	8.83	12.74	19.68

The American Diploma Project 2002 listed “Well-Paid, Skilled Jobs” as those earning \$25,000-\$40,000 per year and “Highly Paid Professional Jobs” earning \$40,000 or more. The median wage for Idaho is \$12.74 which, based on a 2080 work hours per year, equals \$26,500 per year. So, for the definition of a high wage job we will use the median wage or higher for all occupations.

2. **High Skill** – One of the labor statistics that relates to this definition is “training requirement”, which generally refers to the level of education, training, or on-the-job experience required. Tentatively, we will suggest that occupations with a training requirement of Postsecondary Professional-Technical Certificate, Associate Degree or higher, and long-term on-the-job training.

3. **High Demand** – According to the Idaho Commerce and Labor, the average increase in demand for all occupations from 2004-2014 is projected to be 22.3%. Tentatively, we will suggest that high demand occupations in Idaho be defined as:
  - a. Any occupation that statewide employs over 1,000
  - b. Any occupation that has an increase in employment of 20% or higher for the years 2004-2014

## **V. TECH PREP**

In accordance with Section 202(a) of the act, the Division of Professional-Technical Education has consolidated all of the funds received under section 201 with funds received under Section 111 in order to carry out the activities described in the State Plan submitted under Section 122. Therefore, this section will not be completed.

## **VI. FINANCIAL REQUIREMENTS**

### **A. Statutory Requirements**

1. **Describe how the eligible agency will allocate funds it receives through the allotment made under Section 111 of the Act, including any funds that are consolidated under Section 202(a) of the Act among career and technical education at the secondary level, or career and technical education at the postsecondary and adult level, or both, including the rationale for such allocation. [Sec. 122(c)(6)(A); Sec. 202(c)]**

Funds made available under Section 111 of the Act, including funds consolidated under Section 202(a) of the Act will be allocated to both secondary and postsecondary/adult professional-technical education programs. Of the funds available under Section 112(a)(1), \$420,000 will be reserved in accordance with Section 112(c). The remaining funds will be allocated 65% to the secondary education programs and 35% to postsecondary education programs.

#### **Rationale for Split**

The split between secondary and postsecondary professional-technical education programs was based on a three-year rolling average analysis (FY04-FY06) of the number of full-time equivalent (FTE) students served in the State. The three-year rolling average enrollment was 15,118.6 FTE at the secondary and postsecondary levels. Sixty-five percent (9,754.9 FTE) were served at the secondary level and thirty-five percent (5,363.7 FTE) were served at the postsecondary level.

2. **Provide the specific dollar allocations made available by the eligible agency for career and technical education under Section 131(a)-(e) of the Act and how these allocations are distributed to local educational agencies, area career and technical education schools, and educational service agencies within the state. [Sec. 131(g)]**



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<u>Section</u>	<u>Allocation</u>	<u>Distribution Criteria</u>
131(a)	\$3,824,647	Sections 131(a)(1)-(2)
131(b)	N/A	Idaho will not request a waiver for more equitable distribution
131(c)	N/A	Sections 131(a)(1)-(2) – Idaho will grant waivers on a case-by-case basis
131(d)	N/A	Idaho does not have limited jurisdiction agencies
131(e)	N/A	Idaho does not have area career and technical education schools or educational service agencies

- 3. Describe how the eligible agency will allocate any of those funds among any consortia that will be formed among secondary schools and eligible institutions, and how funds will be allocated among the members of the consortia, including the rationale for such allocation. [Sec. 122(c)(6)(B); Sec. 202(c)]**

Secondary schools that do not qualify for the \$15,000 minimum will be encouraged to join a regional or local consortium with other secondary recipients in order to receive Perkins IV funds. Regional and local consortia serve as structures to provide services to all participating LEAs. Projects will include shared activities that are defined as: (1) an activity that is conducted at a central location with students from all member sites participating; or (2) an activity that is delivered at all sites by a roving facilitator; or (3) a like activity that is provided at all sites under centralized supervision and coordination.

- 4. Describe how the eligible agency will adjust the data used to make the allocations to reflect any change in school district boundaries that may have occurred since the population and/or enrollment data was collected, and include local educational agencies without geographical boundaries, such as charter schools and schools funded by the Bureau of Indian Affairs. [Sec. 131(a)(3)]**

The Division of Professional-Technical Education will adjust the data used to make allocations to reflect changes in school district boundaries and charter LEAs operating approved professional-technical education programs by using the criteria established by the Idaho Department of Education for use with the Elementary and Secondary Education Act of 1965.

Idaho has two types of charter schools: (1) schools within a regular school district which are approved by the school district board of trustees; and (2) schools approved by the Idaho Charter Schools Commission and therefore designated as separate LEAs.

For purposes of Perkins IV funds, charter schools approved by the school district board of trustees are considered to be the same as all other schools within the school district. Charter schools operating approved professional-technical education programs that have been designated as LEAs by the Idaho Charter Schools Commission will qualify for separate allocations. Currently Idaho does not have any charter LEAs that operate approved professional-technical education programs.

The Shoshone-Bannock School is located on the Fort Hall Indian Reservation and is the only Bureau of Indian Affairs School in Idaho that is not part of the public school system. The Division of Professional-Technical Education will gather data from the Bureau of Indian Affairs, Department of the Interior for the Shoshone-Bannock School.

- 5. Describe any proposed alternative allocation formula(s) requiring approval by the Secretary as described in Section 131(b) or 132(b) of the Act.**

The Division of Professional-Technical Education will allocate funds for secondary and postsecondary career and technical education in accordance with Sections 131(a) and 132(a) and will not seek approval of an alternative allocation formula(s).

**B. Other Department Requirements**

1. Pursuant to Sections 112(a)(1)- (a)(3), 112(b) and 112(c), the State Division of Professional-Technical Education will reserve funds and provide match as shown in PART B, Perkins IV Budget Table – Program Year 1.
2. **Provide a listing of allocations made to consortia (secondary and postsecondary) from funds available under sections 112(a) and (c) of the Act.**

Idaho does not have any postsecondary consortia. The table below lists the secondary consortia that were approved in FY2007.

Consortium	Allocation
Long-Pin Consortium	37,252
Southeast Idaho Consortium	21,118
St. Maries/Plummer/Worley Consortium	36,061
Idaho Falls/Firth/Ririe Consortium	177,714
Melba/McCall-Donnelly Consortium	21,023
West Side/Malad Consortium	23,783
Tri-District Consortium	53,073
Local Consortium of Southern Idaho	76,666
High Desert Consortium	52,770
Ponderosa Consortium	20,493
Central Idaho Tri-District Consortium	30,109
Camas Consortium	25,256
Plymouth Rock Consortium	32,003
Power County Consortium	29,999
Kellogg/Wallace/Mullan Consortium	42,816
South Magic Valley Consortium	69,246
Southwest Consortium	91,216
Clearwater Consortium	21,632

3. **Describe the secondary and postsecondary formulas used to allocate funds available under Section 112(a) of the Act, as required by Section 131(a) and 132(a) of the Act.**

**Secondary Formula**

Thirty percent of the funds reserved under Section 112(a)(1) for distribution to secondary education programs under Section 131(a) of the Act, will be allocated to local educational agencies based on the relative share of individuals aged 5-17, inclusive, who reside in the school district served by the local educational agency for the preceding year compared to all individuals aged 5-17, inclusive, who reside in the school districts served by all local educational agencies in the State for the preceding fiscal year.

Seventy percent of the funds reserved under Section 112(a)(1) for distribution to secondary education programs under Section 131(a) of the Act will be allocated to local educational agencies based on the relative share of individuals aged 5-17, inclusive, who reside in the school district served by the local educational agency and are from families below the poverty level for the preceding year compared to all individuals aged 5-17, inclusive, who reside in the school districts served by all local educational agencies in the State and are from families below the poverty level for the preceding fiscal year.

The Division of Professional-Technical Education will use the data provided to the Secretary by the Bureau of the Census for the purpose of determining eligibility under Title I of the Elementary and Secondary

Education Act of 1965.

**Postsecondary Formula**

Funds reserved under Section 112(a) for distribution to postsecondary education programs under Section 132(a) will be allocated based on the relative number of individuals who are Pell Grant recipients and recipients of assistance from the Bureau of Indian Affairs who are enrolled in state funded occupational professional-technical programs in the preceding fiscal year compared to the total number of individuals who are Pell Grant recipients and recipients of assistance from the Bureau of Indian Affairs who are enrolled in state funded occupational professional-technical education programs in the State in the preceding fiscal year.

**4. Describe the competitive basis or formula to be used to award reserve funds under Section 112(c) of the Act.**

Funds reserved under Section 112(c) of the Act will be distributed equally to Idaho's six technical colleges to support Advanced Learning Partnerships in each region of the State. The Advanced Learning Partnerships will also receive funds from eligible recipients and eligible institutions in accordance with Section 135(c)(19)(C) of the Act.

**5. Describe the procedures used to rank and determine eligible recipients seeking funding under Section 112(c) of the Act.**

Funds reserved under Section 112(c) of the Act will be distributed equally to the six technical colleges based on the formula criteria described above. The technical colleges will submit an annual application each year to apply for funds reserved under Section 112(c) of the Act. (See Appendix K , Advanced Learning Partnership Annual Application)

**6. Describe the procedures used to determine eligible recipients in rural and sparsely populated areas under Section 131(c)(2) or 132(a)(4) of the Act.**

Idaho is one of the most rural states in the nation. Approximately 76% of Idaho's towns and cities have populations of less than 2,500.

The Division of Professional-Technical Education will waive the \$15,000 minimum if a secondary school in a rural sparsely populated area, or a charter LEA operating approved professional-technical education programs, is unable to enter a local or regional consortium. The waiver criteria are as follows:

1. A district fails to meet agreed upon performance levels and/or implement a local improvement plan that requires the LEA to redirect resources to meet performance measures.
2. Limited quality of offered services or programs due to distance between LEAs.
3. Project/program being considered by the consortium does not meet the needs of the LEA.

**C. Financial Certifications**

- 1. Provision of Services – Restriction Prior to Seventh Grade**  
The Division of Professional-Technical Education and eligible recipients will not use funds under the Act to provide professional-technical education programs and services to students prior to the seventh grade, except that equipment and facilities purchased with funds under the Act may be used by such students. [Sec. 315]
- 2. Maintenance of Effort**  
The Division of Professional-Technical Education will meet the maintenance of effort requirements on either a per student or aggregate expenditure basis. [Sec. 311(b)(1)(A)]
- 3. Specific Career Path or Major - Prohibition**  
The Division of Professional-Technical Education and eligible recipients will not use funds under the Act to require any secondary student to choose or pursue a specific career path or major. [Sec. 314(1)]
- 4. Mandatory Participation in Professional-Technical Education Programs**  
The Division of Professional-Technical Education and eligible recipients will not use funds made available under the Act to mandate that any individual participate in a professional-technical education program, including a professional-technical education program that requires the attainment of a federally funded skill level, standard, or certificate of mastery. [Sec. 314(2)]
- 5. Use of Funds**  
The Division of Professional-Technical Education and eligible recipients will use funds made available under the Act in accordance with the Act. [Sec. 6]
- 7. Supplement, Not Supplant Non-Federal Funds**  
The Division of Professional-Technical Education and eligible recipients will use funds made available under the Act to supplement, not supplant, non-federal funds expended to carry out professional-technical education activities. [Sec. 311(a)]
- 8. Incentives or Inducements to Relocate Out-of-State Businesses**  
The Division of Professional-Technical Education and eligible recipients will not use any funds made available under the Act for the purpose of directly providing incentives or inducements to an employer to relocate a business from one state to another state if such relocation will result in a reduction in the number of jobs available in the state where the business enterprise is located before such incentives or inducements. [Sec. 322]

**VII. EDGAR CERTIFICATIONS AND OTHER ASSURANCES**

This plan was approved by the Idaho State Board for Professional-Technical Education during the February 2007 Board meeting.

In accordance with **34CFR 76.104** of the Education Department General Administrative Regulations (EDGAR), the Idaho State Division of Vocational Education assures that:

**A. Requirements**

1. The State Division is eligible to submit the State Plan for Professional-Technical Education. [34 CFR 76.104(a)(1)]
2. The State agency has authority under State law to perform the functions of the State under the program. [34 CFR 76.104(a)(2)]
3. The State legally may carry out each provision of the plan. [34 CFR 76.104(a)(3)]
4. All provisions of the plan are consistent with State law. [34 CFR 76.104(a)(4)]
5. The state officer, Dr. Mike Rush, State Administrator, has authority under State law to receive, hold, and disburse Federal funds made under the plan. [34 CFR 76.104(a)(5)]
6. The designated state officer, Dr. Mike Rush, State Administrator, has authority to submit the plan. [34 CFR 76.104(a)(6)]
7. The State Board for Professional-Technical Education has adopted or otherwise formally approved the plan. [34 CFR 76.104(a)(7)]
8. The Plan is the basis for State operation and administration of the program. [34 CFR 76.104(8)]

**IDAHO STATE BOARD FOR PROFESSIONAL-TECHNICAL EDUCATION**

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President, Laird Stone  
State Board of Education

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Date

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Mike Rush, State Administrator  
State Division of Professional-Technical Education

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Date

**B. Other Assurances**

**1. Single Point of Contact, Executive Order 12372**  
(Executive Order 12372; 34 CFT 79]

Idaho does not have a single point of contact pursuant to Executive Order 12372. The plan has been submitted to the Legislative Services Office and the Director of the Division of Financial Management.

**2. Certifications Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

The signed Certifications Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements are included in Appendix L , Certifications and Assurances.

**3. Assurance for Non-Construction Programs Form**

The signed Assurance for Non-Construction Programs form is included in Appendix , Certifications and Assurances.

**4. Requirements of the Act and Provisions of the State Plan**

The Division of Professional-Technical Education will comply with the requirements of the Act and the provisions of the State plan, including the provision of a financial audit of funds received under the Act which may be included as part of an audit of other Federal or State programs. [Sec. 122(c)(11)]

**5. Equipment Acquisition**

The Division of Professional-Technical Education will not expend any funds under the Act to acquire equipment (including software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the acquiring agency or the employees of the acquiring agency, or any affiliate of such an organization. [Sec. 122(c)12]]

**6. Waiver of Minimum Allocation**

The Division of Professional-Technical Education will waive the minimum allocation required under section 131(c)(1) in any case in which the local educational agency is located in a rural, sparsely populated area or is a public charter school operating secondary school professional-technical education programs and demonstrates that it is unable to enter into a consortium for purposes of providing services under the Act. [Sec. 131(c)(2)]



**7. Non-Federal Match**

The Division of Professional-Technical Education will provide, from non-federal sources for costs incurred for administration of programs under the Act, an amount that is not less than the amount provided by the eligible agency from non-federal sources for such costs for the preceding fiscal year.

**8. Professional-Development – Nonprofit Private Schools**

The Division of Professional-Technical Education and eligible recipients that use funds under the Act for in-service and pre-service professional-technical education professional development programs for professional-technical education teachers, administrators, and other personnel will, to the extent practicable, upon written request, permit the participation in such programs of professional-technical education secondary school teachers, administrators, and other personnel in nonprofit private schools offering professional-technical education programs located in the geographical area served by the eligible agency or eligible recipient. [Sec. 317(a)]

**9. Participation of Private Nonprofit Private School Secondary Students**

Except as prohibited by state or local law, the eligible recipient may, upon written request, use funds under the Act to provide for the meaningful participation, in professional-technical education programs and activities receiving funds under the Act, of secondary school students attending nonprofit private schools who reside in the geographical area served by the eligible recipient. [Sec. 317(b)(1)]

**10. Nonprofit Private School Consultation**

The eligible recipients that receive an allotment under the Act will consult, upon written request, in a timely and meaningful manner with representatives of nonprofit private schools in the geographical area served by the eligible recipient regarding the meaningful participation, in professional-technical education programs and activities receiving funding under the Act, of secondary school students attending nonprofit private schools. [Sec. 317(b)(2)]

**9. Student Financial Aid**

The portion of any student financial assistance received under the Act that is made available for attendance costs will not be considered as income or resources in determining eligibility for assistance under any other program funded in whole or in part with Federal funds. [Sec. 324(a)]

**10. Individualized Education Program**

Eligible recipients may use funds made available under the Act to pay for professional-technical education services required in an individualized education program developed pursuant to section 614(d) of the Individuals with Disabilities Education Act and services necessary to the requirements of section 504 of the Rehabilitation Act of 1973 with respect to ensuring equal access to professional-technical education.  
[Sec. 324(b)]

**PART B: BUDGET FORMS**

**PERKINS IV BUDGET TABLE – PROGRAM YEAR 1**  
(For Federal Funds to Become Available Beginning on July 1, 2007)

**I. TITLE I: CAREER AND TECHNICAL EDUCATION ASSISTANCE TO STATES**

A.	Total Title I Allocation to State	\$6,862,428
B.	Amount of Title II Tech Prep Funds to Be Consolidated with Title I Funds	\$ 624,444
C.	Total Amount of Combined Title I and Title II Funds to be Distributed Under Section 112 ( <i>Line A + Line B</i> )	\$7,486,872
D.	Local Formula Distribution ( <i>Not Less Than 85% of Line C</i> ) ( <i>Line C x 85%</i> )	\$6,363,841
1.	Reserve (Not More Than 10% of Line D)	\$ 420,000
a.	Secondary Programs (of Line D)	\$
b.	Postsecondary Programs (100% of Line D)	\$ 420,000
2.	Available for Formula Distributions (Line D minus Line D.1)	\$5,943,841
a.	Secondary Programs ( 65% of Line D.2)	\$3,863,497
b.	Postsecondary Programs (35% of Line D.2)	\$2,080,344
E.	Leadership (Not More Than 10%) ( <i>Line C x 10%</i> )	\$ 748,687
a.	Nontraditional Training and Employment (\$60,000)	
b.	Corrections or Institutions (\$ 74,166)	
F.	State Administration (not more than 5%) ( <i>Line C x 5%</i> )	\$ 374,344
G.	State Match ( <i>from non-federal funds</i> )	\$ 374,344

## PART C: ACCOUNTABILITY FORMS

### Student Definitions

#### A. Secondary Level

##### **Investors –**

A senior student who has completed three or more semesters of a state approved professional-technical program sequence; OR, who has completed all the courses (if less than three semesters) offered in an occupational area; OR, who is enrolled in a state approved professional-technical school/academy.

DATE 1/18/07: Investor is a secondary student who has earned two or more PTE credits in one or more PTE program areas.

##### **Concentrators –**

**(Completer)** – A program completer is a senior student who, as either a junior or senior, has completed a state-approved sequence of Professional-Technical courses that includes a capstone course.

DATE 1/18/07: A concentrator is a secondary student who has earned three (3) or more credits in a single PTE program or two (2) credits if it is a state approved two course sequences at the secondary level. (only used for technical skill measure)

#### B. Postsecondary/Adult Level

##### **Concentrators –**

**PTE Concentrator** – A PTE concentrator is a matriculated degree seeking student who completes at least 12 technical credits within a single program area or within program requirements.

DATE 1/18/07: A postsecondary concentrators has completed at least 12 academic or CTE credits within a single program area sequence that is comprised of 12 or more academic or CTE credits and terminates in an industry recognized degree or credential or 2) completes a short –term sequence of less than 12 credits that terminates in an industry recognized credential, certificate or degree.

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**II. FINAL AGREED UPON PERFORMANCE LEVELS FORM (FAUPL)**

**A. SECONDARY LEVEL**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Indicator & Citation	Measurement Definition	Measurement Approach	Baseline (Indicate Year)	Year One 7/1/07- 6/30/08	Year Two 7/1/08- 6/30/09
<b>1S1 Academic Attainment – Reading/Language Arts 113(b)(2)(A)(i)</b>	<p><b>Numerator:</b> The school's total number of PTE program investors who scored proficient or higher on the <u>ISAT 10 Reading</u>, or achieved proficiency through a state approved alternative assessment.</p> <p><b>Denominator:</b> The school's total number of PTE program investors who are seniors.</p>	<b>State and Local Administrative Records</b>	<b>2006-2007 B: 78%</b>	<b>L: Will be pre- populated at the request of the State  A:</b>	<b>L: Will be pre- populated at the request of the State  A:</b>
<b>1S2 Academic Attainment - Mathematics 113(b)(2)(A)(i)</b>	<p><b>Numerator:</b> The school's total number of PTE program investors who scored proficient or higher on the <u>ISAT 10 Math</u>, or achieved proficiency through a state approved alternative assessment.</p> <p><b>Denominator:</b> The school's total number of PTE program investors who are seniors.</p>	<b>State and Local Administrative Records</b>	<b>2006-2007 B: 70%</b>	<b>L: Will be pre- populated at the request of the State  A:</b>	<b>L: Will be pre- populated at the request of the State  A:</b>

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Indicator & Citation	Measurement Definition	Measurement Approach	Baseline (Indicate Year)	Year One 7/1/07- 6/30/08	Year Two 7/1/08- 6/30/09
<b>2S1 Technical Skill Attainment 113(b)(2)(A)(ii)</b>	<p><b>Numerator:</b> The school's total number of PTE program completers who are seniors and achieved proficient or higher on a state approved, industry validated career and technical skills assessment.</p> <p><b>Denominator:</b> The school's total number of PTE program completers.</p>	<b>State and Local Administrative Records</b>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>B:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>
<b>3S1 Secondary School Completion 113(b)(2)(A)(iii)(I-III)</b>	<p><b>Numerator:</b> The school's total number of PTE program investors who have attained a high school diploma or its recognized equivalent.</p> <p><b>Denominator:</b> The school's total number of PTE program investors who are seniors.</p>	<b>Local Administrative Records</b>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>B:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>
<b>4S1 Student Graduation Rates 113(b)(2)(A)(iv)</b>	<p><b>Numerator:</b> The school's total number of PTE program investors reported as graduated using the Idaho Department of Education calculation for graduation rate.</p> <p><b>Denominator:</b> The school's total number of PTE program investors who are seniors.</p>	<b>State and Local Administrative Records</b>	<p>2006-2007</p> <p>B: 90%</p>	<p>L: <i>Will be pre-populated at the request of the State</i></p> <p>A:</p>	<p>L: <i>Will be pre-populated at the request of the State</i></p> <p>A:</p>

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Indicator & Citation	Measurement Definition	Measurement Approach	Baseline (Indicate Year)	Year One 7/1/07- 6/30/08	Year Two 7/1/08- 6/30/09
<b>5S1 Secondary Placement 113(b)(2)(A)(v)</b>	<p><b>Numerator:</b> The school's total number of PTE program completers who achieve a positive placement and/or transition to postsecondary education, advanced training, military service, or employment.</p> <p><b>Denominator:</b> The total unduplicated number of PTE program completers. (NOTE: This is the number of PTE completers who graduated the previous year.)</p>	<b>Local Administrative Records</b>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p><b>B:</b></p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p><b>L:</b></p> <p><b>A:</b></p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p><b>L:</b></p> <p><b>A:</b></p>
<b>6S1 Nontraditional Participation and Completion 113(b)(2)(A)(vi)</b>	<p><b>Numerator:</b> Total number of PTE program participants who enroll in a state approved PTE program that is nontraditional to their gender.</p> <p><b>Denominator:</b> The school's total number of PTE program participants in programs designated as non-traditional.</p>	<b>State and Local Administrative Records</b>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p><b>B:</b></p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p><b>L:</b></p> <p><b>A:</b></p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p><b>L:</b></p> <p><b>A:</b></p>

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
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**III. FINAL AGREED UPON PERFORMANCE LEVELS FORM (FAUPL)**

**B. POSTSECONDARY/ADULT LEVEL**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Indicator & Citation	Measurement Definition	Measurement Approach	Baseline (Indicate Year)	Year One 7/1/07- 6/30/08	Year Two 7/1/08- 6/30/09
<b>1P1 Technical Skill Attainment 113(b)(2)(B)(i)</b>	<p><b>Numerator:</b> The school's total number of PTE program completers who achieved proficient or higher on a state approved, industry validated career and technical skills assessment.</p> <p><b>Denominator:</b> The school's total number of PTE program completers.</p>	<b>State and Local Administrative Records</b>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>B:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>
<b>2P1 Credential, Certificate, or Degree 113(b)(2)(B)(ii)</b>	<p><b>Numerator:</b> Total number of PTE program completers who were eligible to receive an industry recognized credential, certificate or degree.</p> <p><b>Denominator:</b> The school's total number of PTE program completers.</p>	<b>Local Administrative Records</b>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>B:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>
<b>3P1 Student Retention or Transfer 113(b)(2)(B)(iii)</b>	<p><b>Numerator:</b> Total number of PTE concentrators who (1) remain enrolled in their original institution, (2) transfer to another 2-year postsecondary institution, or (3) transfer to a baccalaureate degree program.</p> <p><b>Denominator:</b> The school's total number of PTE program concentrators.</p>	<b>State and Local Administrative Records</b>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>B:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>



**PLANNING, POLICY & GOVERNMENTAL AFFAIRS**  
**February 21 - 22, 2007**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Indicator & Citation	Measurement Definition	Measurement Approach	Baseline (Indicate Year)	Year One 7/1/07- 6/30/08	Year Two 7/1/08- 6/30/09
<b>4P1 Student Placement 113(b)(2)(B)(iv)</b>	<p><b>Numerator:</b> The school's total number of PTE program completers who achieve a positive placement and/or transition to postsecondary education, advanced training, military service, or employment.</p> <p><b>Denominator:</b> The school's total number of PTE program completers. (NOTE: This is the number of PTE completers who completed the previous year.)</p>	<b>Local Administrative Records</b>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>B:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>
<b>5P1 Nontraditional Participation and Completion 113(b)(2)(B)(v)</b>	<p><b>Numerator:</b> Total number of PTE program participants who enroll in a state approved PTE program that is nontraditional to their gender.</p> <p><b>Denominator:</b> The school's total number of PTE program participants in programs designated as non-traditional.</p>	<b>Local Administrative Records</b>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>B:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>	<p>NOT REQUIRED FOR TRANSITION PLAN</p> <p>L:</p> <p>A:</p>

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
FEBRUARY 21-22, 2007**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>PRESENTATION BY THE GOVERNOR'S EARLY CARE AND LEARNING INITIATIVE AND THE EARLY CHILDHOOD COORDINATING COUNCIL</b>	Information Item
2	<b>NEW GRADUATE PROGRAM – RECONSIDERATION OF THE MASTER OF APPLIED ANTHROPOLOGY AND MA, ANTHROPOLOGY – BOISE STATE UNIVERSITY</b>	Motion to Approve
3	<b>NAME CHANGE OF THE RENAISSANCE INSTITUTE TO THE OSHER LIFELONG LEARNING INSTITUTE – BOISE STATE UNIVERSITY</b>	Motion to Approve
4	<b>NEW INSTRUCTIONAL UNIT – CENTER FOR TEACHING &amp; LEARNING – BOISE STATE UNIVERSITY</b>	Motion to Approve
5	<b>NEW EXECUTIVE MASTER OF BUSINESS ADMINISTRATION – UNIVERSITY OF IDAHO</b>	Information Item
6	<b>HIGHER EDUCATION RESEARCH COUNCIL (HERC) APPOINTMENTS</b>	Motion to Approve
7	<b>AMENDMENT TO TEMPORARY AND PROPOSED RULES GOVERNING REGISTRATION</b>	Motion to Approve
8	<b>REORGANIZATION OF THE LIMITED ENGLISH PROFICIENCY PROGRAM AND NATIONAL ASSESSMENT OF EDUCATIONAL PROGRESS PROGRAM</b>	Motion to Approve

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**EARLY CHILDHOOD COORDINATING COUNCIL**

**SUBJECT**

Presentation by the Governor's Early Care and Learning Initiative and the Early Childhood Coordinating Council

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

Early childhood issues impact school readiness and workforce development. The purpose of this presentation is to inform the Board members about the strategic plan for early childhood, what has been accomplished, and plans for the future.

**DISCUSSION**

In order to continue planning, developing, and implementing strategies to build the foundation for a comprehensive, coordinated early childhood system, all agencies and entities concerned with young children and their families must be informed about the statewide plan. Alignment of plans and communication between and among key stakeholders will help assure existing resources are distributed and do not overlap. Additionally, benefits will be gained through understanding the progress toward meeting the statewide goals and strategies that will strengthen Idaho's families, communities, and service delivery systems. Building linkages and designing funding will connect policy with scientific research about the importance of investing in early care and learning.

**IMPACT**

N/A

**ATTACHMENTS**

Attachment 1 – Powerpoint presentation

Page 3

Attachment 2 – Logic model for grant program

Page 31

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has 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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# Strategic Planning for Early Childhood in Idaho

*Larraine Evans Clayton, M.Ed.*

*Executive Director*

*Early Childhood Coordinating Council*

*Governor's Early Care and Learning  
Initiative*

# Establishing the Context for the Plan

- *State planning grants -- 2004 -- Federal Maternal Child Health Bureau*
- *Idaho received two (2) planning grants*
- *September 1, 2005 received an implementation grant \$140,000*
- *September 1, 2006 received an implementation grant \$140,000*

# Planning Based on Strengths and Needs

- *Recognition of many services and initiatives*
- *Communication*
- *Quality*
- *Uneven*
- *Coordination*
- *Key agencies and entities*



# Overarching Issues

- *Early childhood has not been valued or recognized as a critical part of the education process*
- *Decades of scientific research and economic analysis proves that the investment in early care and education has the greatest return*
- *Policies have not kept pace with science*



# Charged to Plan and Review Accomplishments Around Statewide Early Childhood Issues

- *Early Care and Learning Strategic Plan*
  - *Health*
  - *Social and Emotional Development*
  - *Early Care and Learning*
  - *Parent Education*
  - *Family Support and Self Sufficiency*
  - *Systems Development \*\*\**

# Plan Implementation

- *Partners*
  - *Work closely*
  - *Alignment of plans and ideas*
  - *Many tasks completed*
- *Poised*

# Systems Development

- *Coordinating, communicating and collaborating with all entities that receive federal, state and private funds for early childhood (federal SECCS grant)*
- *Established a fund with the Idaho Community Foundation for early childhood*
  - *Task: Pull together all budget information on programs and services for children from birth through 5 during 2007*

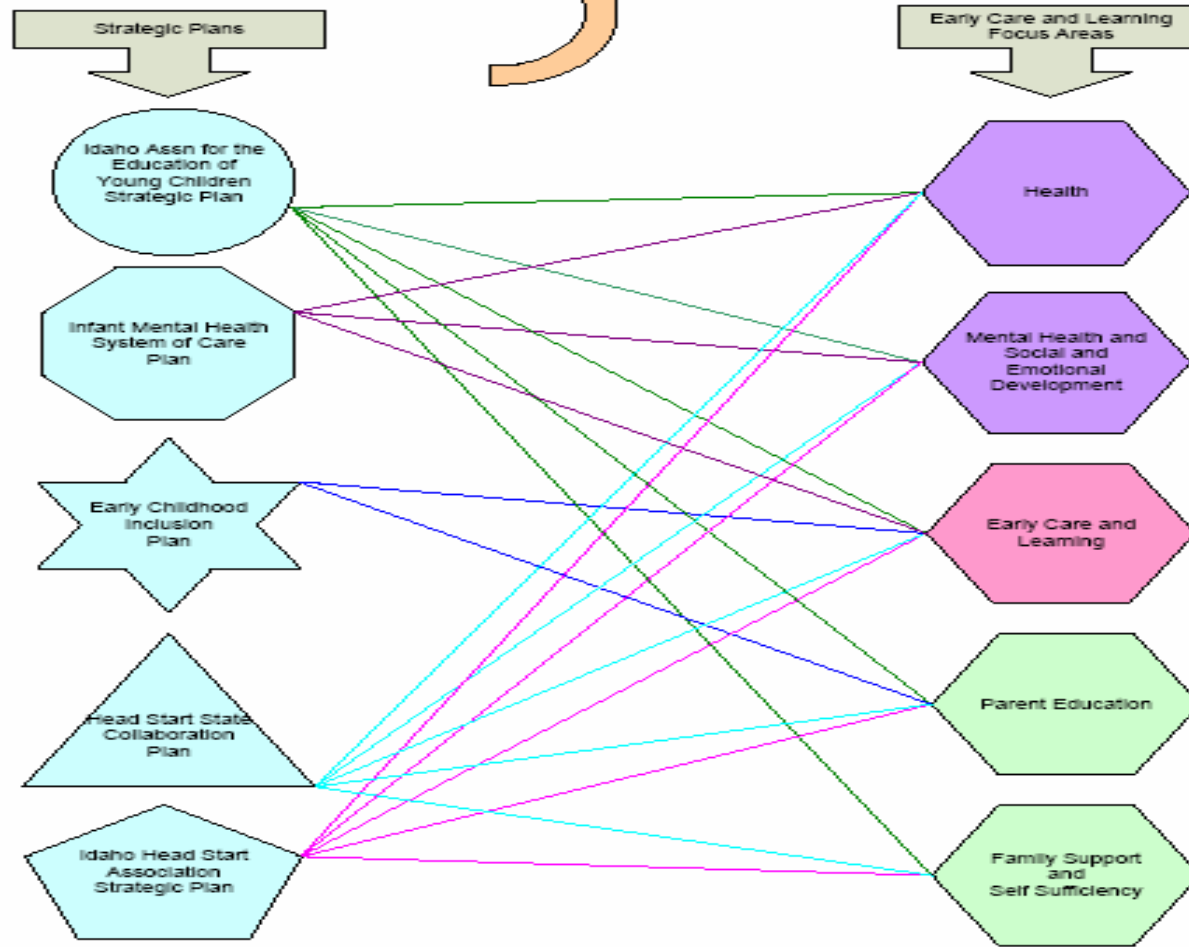
# Systems Development

- *Early Childhood Information Clearinghouse*
- *Early Learning Guidelines*
- *Early Childhood Coordinating Council*
- *Tracking Implementation*

# Early Childhood Coordinating Council

- *Combination of Infant Toddler Interagency Coordinating Council and ECLCSTF*
- *Idaho Code and Executive Order specifies membership meet requirements of IDEA Part C*

# Idaho's Plan Alignment and System Development Early Care and Learning Plan





# Early Childhood Coordinating Council

- *Appointed by the Governor*
- *39-member capacity*
- *Idaho Code & Executive Order  
2006-12*



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Early Childhood Coordinating Council

- *Forum for inclusive planning for all children from birth through 8*



# Standing Committees

- *Executive*
- *Public Awareness*
- *Public Policy*
- *Finance and Resource*
- *Membership*

# Regional Early Childhood Committees

- *7 Regional Early Childhood Committees (RECC)*
- *Charter providing a guideline*
- *Bylaws*
- *Combining the Infant Mental Health Teams and RECC*

# Strategic Communication Plan



# Inventory of Existing Communication Platforms

- *Internal Communication (EC Professionals)*
- *External Communication*
  - *Newsletters*
  - *E-mail list serve*
  - *Councils*
  - *Boards*
  - *Programs*
  - *Test – 20,000 within about 20 minutes*

# Audience

- *Parents*
- *Decision Makers*
- *Agencies*
- *Public*



# Same Message/Same Language



# Build Public and Political Will

*Raise the Boats*

*for all of*

*Idaho's Young Children*

# Priorities and Staging

- *Sustainability for a Coordinated and Comprehensive Early Childhood System*
- *Child Care – Health and Safety Issues*
- *Pre-K – Voluntary and Universal*
- *Health Insurance – CHIP*
- *Child Development Block Grant*
  - *Idaho Child Care Program (ICCP)*

## *Priorities Cont'd*

- *Early Intervention*
- *Integrated Preschool Settings*
- *Healthy Social and Emotional Development (mental health)*
- *Competitive Salaries for Early Care and Learning Professionals*
- *Importance of the Early Years*

Put Kids First!

- *90% of brain development occurs during the first five years of life*
- *A child's self concept is formed before the first year of life*
- *The largest window of opportunity for language development is during the first 12 months*

***Put Kids First!***

- *Inclusion is important during pre-school years because it teaches acceptance of diversity*
- *Early childhood inclusion is mandated by the Individuals with Disabilities Education Act (IDEA)*
- *Inclusion promotes full participation in family and community life*

***Put Kids First!***

- *Business plan to support the communication plan*
- *Joining the Idaho Community Foundation*
  - *Eligible for private donations and donation will be tax deductible*
  - *Utilize the 501 (c)(3) status for other funding purposes*
  - *Establish an endowment for Early Care and Learning*



Stay Tuned for...



PUT  
KIDS  
FIRST!

**Logic Model for SECCS Grant Program:  
Idaho Early Childhood Comprehensive Systems (IECCS) Implementation Project  
HC025**

Indicator	TARGET POPULATION	INTERVENTION		EXPECTED CHANGE (Outcomes/Objectives)	EVIDENCE OF CHANGE (Indicators)	BARRIERS	FACILITATORS
		DESCRIPTION	ACTIVITIES				
Families access readily available health care information.	Families of young children	Health Insurance Eligibility and Enrollment	HC 6 Develop and distribute a common enrollment application for Medicaid, Children's Health Insurance Program (CHIP) A, CHIP B, and the Children's Access Card that is user friendly (including an electronic version).	By August 2008, common enrollment form for Medicaid, CHIP A, CHIP B, and the Children's Access Card exists.	Common enrollment form for Medicaid, CHIP A, CHIP B, and the Children's Access Card exists.		Medicaid and Welfare
				By August 2008, increased number of calls for the common enrollment form.	Increased number of calls for the common enrollment form.		Medicaid and 2-1-1
Children have health care coverage	Income-Eligible Families in CHIP, Medicaid and Access Card Programs	Health Insurance Eligibility and Enrollment	HC 3 Research, identify, and implement presumptive eligibility within private and public systems to enroll income eligible families in CHIP, Medicaid and Access Card Programs.	By August 2008, increased number of common enrollment forms completed.	Increased number of enrollment forms completed.		Medicaid
				By August 2008, the common enrollment form is submitted electronically.	The common enrollment form is submitted electronically.		Medicaid and Welfare
	Healthy Connections providers	Health Insurance Eligibility and Enrollment	HC 1 Explore options to increase Medicaid reimbursements for Healthy Connections providers.	By August 2008, increased number of locations offering electronic common enrollment form.	Increased number of locations offering electronic common enrollment form.		Medicaid and Welfare
				By August 2008, presumptive eligibility strategies are implemented.	Presumptive eligibility strategies are implemented.		Medicaid and Welfare with hospital on-line applications
	Families	Health Insurance Eligibility and Enrollment	HC 5 Convene representatives from health care, ID Department of Insurance (DoI), private health insurance providers, government entities, businesses, and other stakeholders to develop affordable insurance plans for all families (e.g., single payer health insurance, small business medical insurance "co-ops").	By August 2008, increased number of CHIP, Medicaid and Access Card enrollees.	Increased number of CHIP, Medicaid and Access Card enrollees.		Medicaid Legislative Action Asset Test Removal Mar 06
				By August 2008, increased rate of Medicaid reimbursement for Healthy Connections providers.	Increased rate of Medicaid reimbursement for Healthy Connections providers.		Medicaid Rules Change 10% Increase in reimbursement Mar 06
	Families	Health Insurance Eligibility and Enrollment	HC 5 Convene representatives from health care, ID Department of Insurance (DoI), private health insurance providers, government entities, businesses, and other stakeholders to develop affordable insurance plans for all families (e.g., single payer health insurance, small business medical insurance "co-ops").	By March 2008, decreased number and percentage of uninsured working families.	Decreased number and percentage of uninsured working families.		Department of Labor and Commerce
				By March 2008, increased number and percentage of employers offering health insurance coverage by region of the state.	Increased number and percentage of employers offering health insurance coverage by region of the state.		Department of Insurance

**Logic Model for SECCS Grant Program:  
Idaho Early Childhood Comprehensive Systems (IECCS) Implementation Project  
HC025**

Indicator	TARGET POPULATION	INTERVENTION		EXPECTED CHANGE (Outcomes/Objectives)	EVIDENCE OF CHANGE (Indicators)	BARRIERS	FACILITATORS
		DESCRIPTION	ACTIVITIES				
				By March 2008, increased number and percentage of businesses covering employees' children.	Increased number and percentage of businesses covering employees' children.		Department of Labor and Commerce
Children have an identifiable medical home.	Potential CHIP enrollees	Health Insurance Eligibility and Enrollment	HC 4 Maximize CHIP enrollment (including renewals) by developing, financing, and implementing multiple outreach and process improvement strategies. Outreach should include: neighborhood schools, hospitals, clinics, public libraries, etc.	By August 2008, increased enrollment in CHIP and Access Card programs.	Increased enrollment in CHIP and Access Card programs.		CKF - Healthy Tomorrows Grant
				By August 2008, placement of public service announcements.	Placement of public service announcements.		CKF - Healthy Tomorrows Grant
				By August 2008, increased rate of retention for CHIP enrollment.	Increased rate of retention for CHIP enrollment.		CKF - Healthy Tomorrows Grant
Families have readily available health care information.	Families		HC 7 Develop, resource and implement a health education initiative (including training) to help healthcare providers, child care and social service providers, educators, faith based organizations, and businesses educate families about the benefits and importance of disease prevention, healthy lifestyles, health insurance options, and medical homes.	By September 2007, funding to finance health education initiative is secured.	Funding to finance health education initiative is secured.		Idaho AEYC CATCH grant
				By September 2007, tools and resources for health education initiative are developed.	Tools and resources for health education initiative are developed.		Idaho AEYC CATCH grant
				By September 2007, number of state organizations, associations, and businesses participating in the health education initiative.	Number of state organizations, associations, and businesses participating in the health education initiative.		Idaho AEYC CATCH grant
				By September 2007, number of health education initiative tools and resources distributed.	Number of health education initiative tools and resources distributed.		Idaho AEYC CATCH grant
				By September 2007, increased number of employer-based health education programs.	Increased number of employer-based health education programs.		SECCS
Families have readily available health care information.	Families	Health Insurance Eligibility and Enrollment	HC 7 Develop, resource and implement a health education initiative (including training) to help healthcare providers, child care and social service providers, educators, faith based organizations, and businesses educate families about the benefits and importance of disease prevention, healthy lifestyles, health insurance options, and medical homes.	By September 2007, number of trainings for childcare providers and number of participants.	Number of trainings for childcare providers and number of participants.		Idaho AEYC and Idaho STARS
				By September 2007, determined value of health education initiative and number of services accessed.	Determined value of health education initiative and number of services accessed.		Idaho AEYC and Idaho STARS SECCS to assist with evaluation
				By September 2007, increased number of hits by families to DHW and Dol websites to download resources.	Increased number of hits by families to DHW and Dol websites to download resources.		DHW & DOI
				By September 2007, increased number of people with health insurance.	Increased number of people with health insurance.		DOI, DL&C
Children have health care coverage.	Eligible young children	Health Insurance Coverage for Mental Health Needs	HC 15 Ensure access for all eligible young children to mental health assessment and services through CHIP, Medicaid, and EPSDT (Part B & C).	By August 2008, tracked and reduced the number of eligible young children on waiting lists for mental health assessment and services through CHIP, Medicaid, and EPSDT (Part B & C).	Tracked and reduced the number of eligible young children on waiting lists for mental health assessment and services through CHIP, Medicaid, and EPSDT (Part B & C).		Children's Mental Health, HSSC, Part C and SECCS
	Insurance companies	HC 15 Educate insurance companies about the value and cost-benefit of age-appropriate assessments and treatments.	By August 2008, increased the number of eligible families receiving mental health assessment and services through CHIP, Medicaid, and EPSDT (Part B & C).	Increased the number of eligible families receiving mental health assessment and services through CHIP, Medicaid, and EPSDT (Part B & C).		Medicaid	
Children have an identifiable medical home.	Healthcare providers	Linking Providers to Community Resources	HC 9 Develop an education campaign for healthcare providers to help them access community-based resources including early care and education, family support, parent education, and childhood mental health (CMH) resources.	By December 2007, increased number of health providers educated via conferences, workshops, and trainings.	Increased number of health providers educated via conferences, workshops, and trainings.		AAP, IFFA, INA
				By December 2007, increased number of health care providers using 211 (a community resource) provides state wide information through this referral number.	Increased number of health care providers using 211 (a community resource that provides state wide information through this referral number)		2-1-1 Idaho Careline
				By December 2007, increased number of referrals to Child Care Resource and Referral (CC R&R) from healthcare providers.	Increased number of referrals to CC R&R from healthcare providers.		2-1-1 Idaho Careline

**Logic Model for SECCS Grant Program:  
Idaho Early Childhood Comprehensive Systems (IECCS) Implementation Project  
HC025**

Indicator	TARGET POPULATION	INTERVENTION		EXPECTED CHANGE (Outcomes/Objectives)	EVIDENCE OF CHANGE (Indicators)	BARRIERS	FACILITATORS
		DESCRIPTION	ACTIVITIES				
Children receive health and developmental services.	Health care professionals and early childhood service providers	Screening	HC 10 Explore the development and use of a universal screening and health tracking form for use by health care professionals and early childhood service providers.	By August 2008, by September 2007, report is developed on the pros and cons of using a universal screening and health tracking form.	Report is developed on the pros and cons of using a universal screening and health tracking form.		Medicaid
			HC 11 Develop a plan to address financing and implementation of periodic, comprehensive health screening for all young children (including developmental and behavioral assessments).	By August 2008, increased number of early screening appointments for target populations. By August 2008, number of children referred for EPSDT through WIC. By August 2008, funding is secured for periodic, comprehensive health screening for all young children.	Increased number of early screening appointments for target populations. Number of children referred for EPSDT through WIC. Funding is secured for periodic, comprehensive health screening for all young children.		DHW - WIC
	Young children		HC 11 A Develop a report that substantiates the research on the cost-effectiveness/cost-benefit, fiscal impact and rationale for EPSDT screening for all Medicaid eligible children.	By August 2008, increased number of early screening appointments for target populations. By August 2008, number of children referred for EPSDT through WIC.	Increased number of early screening appointments for target populations. Number of children referred for EPSDT through WIC.		WIC
			HC 11 B Increase awareness with legislature and health insurance companies on the benefits of providing coverage for well child visits and screening.	By August 2008, funding is secured for periodic, comprehensive health screening for all young children.	Funding is secured for periodic, comprehensive health screening for all young children.		
Children receive health and developmental services.	Young children	Screening	HC 11 C Identify and secure resources to develop the system to pay for well child visits for uninsured children and to include screening for maternal depression during the first year post-partum.	By August 2008, funding is secured for periodic, comprehensive health screening for all young children. By August 2008, increased number of women with young children received screening for depression.	Funding is secured for periodic, comprehensive health screening for all young children. Increased number of women with young children received screening for depression.		DHW - MCH
	Women with young children		HC 8 Evaluate the effectiveness of EPSDT Service Coordinators who work with health care professionals.	By June 2007, satisfaction survey results of EPSDT coordination efforts from health care professionals and parents/consumers.	Satisfaction survey results of EPSDT coordination efforts from health care professionals and parents/consumers.		DHW - FCS & SECCS
Families access readily available health care information	EPSDT Service Coordinators	Parents and guardians	HC 16 Develop a health and social emotional screening checklist for parents and guardians to assess, track and monitor their child's well-being as well as document health care provider visits.	By December 2007, existence of a health and social-emotional screening tool for parents and guardians. By December 2007, track the distribution of the health and social-emotional checklist through well-baby visits, WIC clinics, etc.	Existence of a health and social-emotional screening tool for parents and guardians. Tracked the distribution of the health and social-emotional checklist through well-baby visits, WIC clinics, etc.		System of Care & Head Start State Collaboration SECCS
	Early Childhood mental health and social and emotional development services are available when needed.		Cross-agency group	Mental Health and Social-Emotional Development Services	SE 1 Convene a cross-agency group to review current policies & procedures, as well as services related to prevention, intervention (after early onset), and intensive interventions for young children.	By June 2008, increased number of public and private agencies signing System of Care Cooperative Agreement.	Increased number of public and private agencies signing System of Care Cooperative Agreement.
By June 2008, increased number of public and private agencies offering emotional health services to children and families.		Increased number of public and private agencies offering emotional health services to children and families.					DHW & SECCS
By June 2008, increased number of programs using standardized annual reporting measures.		Increased number of programs using standardized annual reporting measures.					
By June 2008, standardized reporting measures are used in agency planning and budget cycles.		Standardized reporting measures are used in agency planning and budget cycles.					
Educated and trained professionals deliver early childhood mental health services when needed	Children		SE 2 Implement strategies identified in gap analysis to ensure that children served by agencies and programs receive comprehensive mental health services.	By June 2008, increased number of designated public/private staff/agencies available to intervene with high-risk children and families.	Increased number of designated public/private staff/agencies available to intervene with high-risk children and families.		DHW & SECCS
				By June 2008, document with identified protective factors, services, gaps, resources, and data is produced.	Document with identified protective factors, services, gaps, resources, and data is produced.		DHW, Idaho Children's Trust Fund & SECCS
				By March 2008, increased number of children referred for social and emotional screening by early childhood programs.	Increased number of children referred for social and emotional screening by early childhood programs.		Part C

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		DESCRIPTION	ACTIVITIES				
A comprehensive, integrated system for early childhood mental health exists.	Partners for Prevention, Promotion, Early Intervention, and Treatment of Mental Health Services		SE 2 Develop an interagency agreement delineating the role of each partner for Prevention, Promotion, Early Intervention, and Treatment of mental health services for young children.	By March 2008, increased number of children referred for social and emotional screening by early childhood programs.	Increased number of children referred for social and emotional screening by early childhood programs.		CATCH - MATCH
	Children ages 0-8	Screening for Emotional Development and Mental Health	SE 3 The Infant/Early Childhood (Systems of Care) subcommittee will: a) identify appropriate mental health screening instruments for children ages 0-8, b) identify resources and training needs across public and private service agencies and c) identify the data to be collected.	By August 2008, guidance document and training modules developed and adopted.	Guidance document and training modules developed and adopted.		Head Start Collaboration
Children receive health and developmental services	Primary health care providers	Adequate Healthcare Services	HC 2 Assist in the recruitment and retention of primary health care providers for rural and frontier communities.	By August 2008, increased number and percentage of healthcare providers in rural and frontier communities.	Increased number and percentage of healthcare providers in rural and frontier communities.		Idaho Family Practice Residency Program, Idaho State University Rural Health Institute.
			HC 14 Develop a state level public health technical consultant position to help advise support and link health districts and public and private health care providers.	By August 2008, increased retention of primary health care providers in rural and frontier communities.	Increased retention of primary health care providers in rural and frontier communities.	Establishment of position will be legislative action	Idaho Family Practice Residency Program, Idaho State University Rural
Culturally appropriate early childhood mental health and social and emotional development services are available.	Mental health providers	Culturally Appropriate Services	SE 4 Develop education programs, training, resources and contracting proposals to encourage mental health providers to use culturally sensitive methods.	By September 2007, increased coordination and collaboration between health districts, health care providers and other service providers.	Increased coordination and collaboration between health districts, health care providers and other service providers.		SECCS
			By August 2008, increased number of conferences including culturally sensitive content	Increased leverage of Maternal and Child Health (MCH) funds.	Increased leverage of Maternal and Child Health (MCH) funds.		HSSC & DHW - FCS
Support and self sufficiency is promoted based on best practice and evidence-based programs.	Ethnic and minority students		SE 4 Develop education programs, training, resources and contracting proposals to encourage mental health providers to use culturally sensitive methods.	By August 2008, increased number of contracts/grants that required culturally sensitive materials.	Increased number of contracts/grants that required culturally sensitive materials.		SECCS
			ECL 8 Develop a recruitment program for ethnic and minority students for enrollment in CMH, clinical social work, psychology, and child development degree programs.	By August 2008, increased number of ethnic and minority students with social work, early childhood mental health degrees.	Increased number of ethnic and minority students with social work, early childhood mental health degrees.		Higher Education, Consortium for the Preparation of Early Childhood Providers
A system of statewide information and referrals are accessible to families in all forty-four counties.	Parents of children with special needs	Support for Families of CSHCN	HC 12 Identify and promote the availability and accessibility of support groups for parents of children with special needs.	By December 2006, increased resources available to parents of children with special health care needs (CSHCN).	Increased resources available to parents of children with special health care needs (CSHCN).		CSHCN and Part C
			By December 2006, increased attendance at support groups for parents of CSHCN.	Increased attendance at support groups for parents of CSHCN.		IPUL	
Children receive health and developmental services.	Families with CSHCN		HC 13 Promote the development of a statewide respite care system that includes services for families with CSHCN.	By December 2006, increased number of 211 referrals.	Increased number of 211 referrals.		Careline
			By March 2008, increased number of respite providers available for families with CSHCN.	Increased number of referrals requested by parents of CSHCN.	Increased number of referrals requested by parents of CSHCN.		DHW - CFS
Children receive health and developmental services.	Children's health insurers		HC 17 Support legislation requiring insurance of children's health to include minimum level coverage for early intervention.	By March 2008, number of 211 referrals from IDSTARS.	Number of 211 referrals from IDSTARS.		Careline
			By September 2008, increased percentage of early intervention costs reimbursed by private insurance companies.	Increased percentage of early intervention costs reimbursed by private insurance companies.		Part C, Health Insurance, Dept of Insurance	
	Public and private agencies	Integration of Infant/Early Childhood Mental Health (CMH) into the Larger CMH System	SE 5 Develop a braided (cross-agency) fiscal strategy of resources from public and private agencies to integrate the mental health component into the larger Childhood Mental Health (CMH) System of Care. The strategy must address: a) funding and governance for pilot programs, b) fiscal oversight, and c) provider payment rates.	By September 2008, increased amount of funds coordinated and supporting Systems of Care activities.	Increased amount of funds coordinated and supporting Systems of Care activities.		Head Start Collab
			By September 2008, increased number of pilot programs.	Increased number of pilot programs.		DHW	
				By September 2008, increased provider payment rates.	Increased provider payment rates.		DHW

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		DESCRIPTION	ACTIVITIES				
	State, regional, and community governance structures		SE 6 Develop state, regional, and community governance structures and plans to support a full range of mental health services (prevention, early intervention, and treatment).	By September 2008, state, regional, and community governance structures are developed and implemented.	State, regional, and community governance structures are developed and implemented.		DHW
				By September 2008, increased number of stakeholders working on CMH efforts.	Increase number of stakeholders working on CMH efforts.		DHW - System of Care
	Infant and Early Childhood Mental Health Care Providers	Training of Mental Health Professionals	SE 4 Develop a certification and credentialing system for Infant and Early Childhood Mental Health Care Providers.	By September 2008, increased number of credentialed Infant and Early Childhood mental health professionals.	Increase number of credentialed Infant and Early Childhood mental health professionals		Consortium for the development of early childhood professionals
				By September 2008, increased number of training opportunities for paraprofessionals and professional care providers.	Increase number of training opportunities for paraprofessionals and professional care providers.		Idaho STARS
Licensing standards address the needs of children cared for in out-of-home settings.	State child care licensing regulations	Licensing Regulations for Child Care Providers	ECL 1 Improve the state child care licensing regulations to include an agency for enforcement of child care licensing regulations.	By March 2008, successful changes to current laws.	Successful changes to current laws.	Legislative Action	Idaho AEYC and Voices for Children
				By March 2008, increased number of inspectors.	Increase number of inspectors.	Legislative Action	DHW
Children have access to quality early care and learning settings.	Caregivers		ECL 4 Increase the number of caregivers with formal education in early care and education or related fields.	By March 2008, increased enforcement of the laws.	Increase enforcement of the laws.	Legislative Action	DHW
				By September 2008, increased degrees conferred in early childhood education field.	Increase degrees conferred in early childhood education field.		University Programs
Children and families participate in programs that promote early care and learning.	DHW and Early Childhood Education non-profits	Child Care Subsidies	ECL 9 Work with DHW and ECE non-profits to provide education about the costs/benefits of providing state match for federal funds for child care.	By September 2008, increased number of caregivers completing early childhood training programs.	Increase number of caregivers completing early childhood training programs.		Idaho STARS
				By June 2007, increased amount of child care funds from new sources.	Increase amount of child care funds from new sources.		Idaho AEYC & Idaho Children's Trust Fund
	Families		ECL 10 Identify and promote information about a transitional strategy to continue to deliver subsidies to families that are just over the eligibility limit. The purpose of the strategy is to eventually transition parents off the subsidy.	By March 2008, increased number and percentage of eligible families able to obtain child care subsidies.	Increase number and percentage of eligible families able to obtain child care subsidies.		DHW
				By September 2006, training is available to prepare child care health consultants.	Training is available to prepare child care health consultants.		Idaho AEYC
	Child care health consultants	Availability of Child Care Health Consultants	ECL 5 Identify and secure funding to support the child care health consultant program including the consultant training component.	By September 2006, increased number of trained child care health consultants.	Increase number of trained child care health consultants.		Idaho AEYC
				By September 2006, increased number and percentage of child care health consultants available to licensed child care providers.	Increase number and percentage of child care health consultants available to licensed child care providers.		Idaho AEYC
	Child care providers	Educational Opportunities and Resources for Child Care Providers	ECL 6 Expand community awareness and support for child care providers to access and enroll in the Idaho IDSTARS education program.	By August 2008, increased number of IDSTARS trainings occurs in rural areas.	Increase number of IDSTARS trainings occurs in rural areas.		Idaho AEYC
				By June 2007, toolkits distributed to child care providers in Region 6.	Toolkits distributed to child care providers in Region 6.		Idaho AEYC
	New providers		ECL 16 Develop a toolkit to be used by child care networks to orient new providers to the early childhood resources in their community.	By August 2008, recommendations are completed and ready for dissemination and advocacy.	Recommendations are completed and ready for dissemination and advocacy.		Idaho Inclusion Team
				By August 2008, increased number of knowledgeable child care providers caring for CSHCN.	Increase number of knowledgeable child care providers caring for CSHCN.		Idaho AEYC, Idaho STARS
Children with special needs have access to early care and learning settings with typically developing children.	Child care providers	Child Care Providers' Knowledge of Special Needs	ECL 20 Develop and/or coordinate an ongoing series of training events on special needs targeted at child care providers.	By August 2008, increased number of families who can obtain out-of-home child care for their CSHCN.	Increase number of families who can obtain out-of-home child care for their CSHCN.		Idaho STARS & H&W
				By August 2008, increased number of caregivers trained to identify and care for children with social and emotional behaviors.	Increase number of caregivers trained to identify and care for children with social and emotional behaviors.		Head Start Collaboration

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		DESCRIPTION	ACTIVITIES						
Children have access to quality early care and learning settings.	Children	Quality Early Learning Programs	ECL 18 Research and develop recommendations for increased compensation to child care providers for services to children with special needs.	By December 2007, increased number of caregivers receiving compensation for services provided to children with special needs.	Increased number of caregivers receiving compensation for services provided to children with special needs.		DHW		
			ECL 15 Remove restrictions on school districts so they can offer and/or partner with existing early learning programs to provide services to all children, in addition to children with special needs.	By March 2008, increased number of age-eligible children who attended quality early childhood education (ECE) offered by school districts.	Increased number of age-eligible children who attended quality early childhood education (ECE) offered by school districts.		SDE		
				By March 2008, increased number of age-eligible children who are on school district waiting lists for quality ECE.	Increased number of age-eligible children who are on school district waiting lists for quality ECE.	Legislation Dependent	SDE		
				By March 2008, increased number of school districts offering ECE programs.	Increased number of school districts offering ECE programs.	Legislation Dependent	SDE		
				By March 2008, increased number of school districts partnering with quality ECE.	Increased number of school districts partnering with quality ECE.		SDE		
			Child care providers	Child care providers	ECL 2 Expand the professional development opportunities for childcare providers both at the higher education and community levels.	By August 2008, increased number of early childhood providers receiving training such as Parents as Teachers (PAT) component, conferences, TIME.	Increased number of early childhood providers receiving training such as PAT component, conferences, TIME.		Idaho STARS
					ECL 3 Develop or locate training information, resources, materials, and equipment to promote healthy child development.	By December 2006, increased number of early childhood resource libraries available.	Increased number of early childhood resource libraries available.		Idaho STARS
			Children and families participate in programs that promote early care and learning.	Parents	ECL 14 Develop and/or identify quality resources in a variety of languages to meet parental needs.	By June 2007, increased number of state publications in a variety of languages are available.	Increased number of state publications in a variety of languages are available.		Haed Start Collaboration, Idaho AEYC, Covering Kids and Families, Born Idaho Migrant Council, HSSC, Part C, Part B, Idaho AEYC
						By June 2007, increased number of resources from early care and learning services in a variety of languages.	Increased number of resources from early care and learning services in a variety of languages.		SDE & Idaho Migrant Council
						By December 2007, increased number of educational programs on second language acquisition.	Increased number of educational programs on second language acquisition.		SDE & Idaho Migrant Council
By December 2007, increased number of early childhood students who speak a second language.	Increased number of early childhood students who speak a second language.					EC Consortium			
Early childhood professionals and caregivers	Culturally Sensitive Early Childhood Program Staff	ECL 12 Identify resources to promote appropriate language learning and second language acquisition that is targeted at early childhood professionals and caregivers.	By December 2007, standardized core curriculum used by higher education.	Standardized core curriculum used by higher education.		Title I Migrant Head Start			
			By September 2007, resources are identified, accessible, and disseminated to early childhood professionals and caregivers.	Resources are identified, accessible, and disseminated to early childhood professionals and caregivers.		Title I Migrant Head Start			
Young second language learners	Child care providers and early childhood educators	ECL 17 Identify research-based approaches to assess the abilities and learning needs of young second language learners.	By September 2007, increased number of caregivers using assessment tools.	Increased number of caregivers using assessment tools.		Idaho STARS Companero			
			By August 2008, increased number of child care providers with diverse ethnic, cultural and linguistic backgrounds.	Increased number of child care providers with diverse ethnic, cultural and linguistic backgrounds.		Early Years Conference SECCS			
Parent education is recognized as important and promoted statewide.	Families, communities, and schools	ECL 11 Promote and distribute the National Governors' Association School Readiness Report to increase awareness about the need for "ready state - ready schools - ready communities - and ready parents."	By August 2006, number of reports distributed.	Number of reports distributed.		SECCS			
			By August 2006, hits to the GCCFC website to download the report.	Hits to the GCCFC website to download the report.	GCCFC website discontinued	RECC Review			
			By August 2006, number of newsletter articles.	Number of newsletter articles.	Distributed and publicized	SECCS			
	Families, communities, and schools	Coordination among Families, Communities, and Schools to Make Children School-Ready	ECL 7 Expand the reach of public awareness campaigns and the number of web-based information outlets that contain quality child care information.	By December 2006, all identified agencies have a link on the 211 website.	All identified agencies have a link on the 211 website.		Idaho AEYC, EOF, ECIC		
				By December 2006, increased number of hits on partner websites.	Increased number of hits on partner websites.		ECCC, UW, Idaho AEYC		
				By December 2006, strategic marketing plan is developed.	Strategic marketing plan is developed.		2-1-1		
Families of young children	Resources and Services for Families	PE 1 Identify and help secure funding to ensure 211 ID CareLine and other information and referral systems will be able to increase their capacity and scope better meet the needs of families of young children (possibly a "24/7" hotline).	By March 2008, increased funds for 211.	Increased funds for 211.		2-1-1			
			By March 2008, increased hours of operation of the 211 ID CareLine.	Increased hours of operation of the 211 ID CareLine.		2-1-1			
			By March 2008, increased number of 211 staff.	Increased number of 211 staff.	Part time temp only	2-1-1			
		PE 2 Develop methods to increase the number of services and resources listed in	By August 2008, quality assurance reports for 211 CareLine indicated an increased number of resources added and updated.	Quality assurance reports for 211 CareLine indicated an increased number of resources added and updated.		2-1-1			

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		DESCRIPTION	ACTIVITIES				
Communities respond to child and family needs.	Families of young children	Parent Education and Peer Support for Families	PE 1 Identify and update the 211 CareLine and other information and referral databases.	By August 2008, increased number of state agencies and fundees requiring contractees to be listed in 211 ID CareLine database.	Increased number of state agencies and fundees requiring contractees to be listed in 211 ID CareLine database.		2-1-1
	Families of young children		PE 4 Create website links between the early care and learning community to increase awareness of resources and services.	By August 2008, increased number of website links between early care and learning communities.	Increased number of website links between early care and learning communities.		Idaho AEYC
	Families of young children		PE 6 Identify or develop toolkits and resources to help organizations and community leaders better connect with parents to improve delivery of parent education services including the development of support networks.	By September 2007, increased numbers of families utilizing early childhood/parent programs	Increased numbers of families utilizing early childhood/parent programs.		PAT, Baby Steps
	Families of young children			By September 2007, increased number and variety of churches, schools, hospitals, community and tribal health centers, health districts, civic and non profit organizations offering parent education programs.	Increased number and variety of churches, schools, hospitals, community and tribal health centers, health districts, civic and non profit organizations offering parent education programs.		SECCS
	Families of young children			By September 2007, increased number of parent education programs listed in the 211 database.	Increased number of parent education programs listed in the 211 database.		RECC
	Families of young children			By September 2007, increased number of community partnerships that offer Parents as Teachers (PAT) Programs.	Increased number of community partnerships that offer PAT Programs.	No state funding appropriated -- TANF funding only with state budget crisis	SECCS
	Families of young children			By December 2007, increased number of partners facilitating or supporting parent education opportunities and training.	Increased number of partners facilitating or supporting parent education opportunities and training.		United Way, PAT, Baby Steps
	Parents		PE 7 Work with state level family service organizations to incorporate, sponsor, and/or facilitate parent education opportunities, including training, for those they work with at the community level.	By December 2007, increased number of organizations including parent education in their communication documents (e.g., newsletters).	Increased number of organizations including parent education in their communication documents (e.g., newsletters).		SECCS
	Families		PE 8 Identify opportunities and help develop multi-purpose community centers that house family education resources, classes and services, as well as services for the broader population (e.g., seniors, disabled).	By August 2008, increased numbers of multi-purpose community centers.	Increased numbers of multi-purpose community centers.		Faith-based Liaison, RECC
	Families		PE 5 Identify and promote cross-cultural training that is sensitive to the diverse populations represented in ID and targeted at parent education providers, members of state associations, and faith-based communities.	By August 2008, increased number of families enrolled in training or courses at the community centers.	Increased number of families enrolled in training or courses at the community centers.		Faith-based Liaison, RECC
Parent education providers, members of state associations, and faith-based communities	By August 2008, number of parent educators who completed cross-cultural training.	Number of parent educators who completed cross-cultural training.			Early Years - HSSC		
Parent education providers, members of state associations, and faith-based communities	By August 2008, parents satisfied with the cross-cultural training.	Parents satisfied with the cross-cultural training.			Early Years - HSSC		
Parent education providers, members of state associations, and faith-based communities	By August 2008, analysis of parent education programs listed on the 211 ID CareLine offered in other languages showed that these programs have a range of offerings and times, costs, and available childcare.	Analysis of parent education programs listed on the 211 ID CareLine offered in other languages showed that these programs have a range of offerings and times, costs, and available childcare.			RECC and IdahoCareline		
Parent education providers, members of state associations, and faith-based communities	By August 2008, increased number of trained facilitators serving multiple cultures and populations.	Increased number of trained facilitators serving multiple cultures and populations.			Idaho's Heart		
Families	PE 3 Identify and coordinate early literacy opportunities including implementing programs in medical settings.	By August 2008, increased number of medical settings with literacy programs.	Increased number of medical settings with literacy programs.		Lee Pesky Learning Center PIRC		
Families		By August 2008, increased number of partners coordinating their literacy efforts.	Increased number of partners coordinating their literacy efforts.		Lee Pesky Learning Center		
Families		By August 2008, increased number of participants in literacy programs.	Increased number of participants in literacy programs.		Lee Pesky Learning Center		
Support and self sufficiency is promoted based on best practice and evidence-based programs.	Working Families	FS 1 Develop a working group of state and federal agencies to identify methods to streamline and increase flexibility in programs to promote asset development for working families (e.g. individual family accounts).	By August 2008, increased number of IDEA accounts.	Increased number of IDEA accounts.		United Way	
Support and self sufficiency is promoted based on best practice and evidence-based programs.			By August 2008, existence of anti-predatory legislation.	Existence of anti-predatory legislation.			
Support and self sufficiency is promoted based on best practice and evidence-based programs.			By August 2008, increased home ownership.	Increased home ownership.		DOL	
Support and self sufficiency is promoted based on best practice and evidence-based programs.			By August 2008, identify and correct current barriers in asset disregard programs.	Identify and correct current barriers in asset disregard programs.		United Way	
Collaboration exists at local and state levels among family service providers.	Faith-based and community organizations	Supporting Family Self-Sufficiency	FS 2 Coordinate with faith-based and community organizations (FBOs) to identify and promote self sufficiency resources and education (e.g.	By August 2008, increased number of faith-based and community organization resources in 211.	Increased number of faith-based and community organization resources in 211.		RECC, Idaho Careline



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		DESCRIPTION	ACTIVITIES				
Families identify and utilize resources that promote self sufficiency.	Non-custodial parents		Financial/budgeting courses, nutrition, and food preparation, housing programs).	By August 2008, increased number of new partnerships between state agencies and FBCOs	Increased number of new partnerships between state agencies and FBCOs.		Faith-based Liaison
				By August 2008, increased number of people accessing career guidance.	Increased number of people accessing career guidance.		SECCS
				By August 2008, developed promotional campaign.	Developed promotional campaign.		
				By August 2008, increased number of people in a job that pay a living wage.	Increased number of people in a job that pay a living wage.		DOL
				By August 2008, increased number of non-custodial parents with jobs.	Increased number of non-custodial parents with jobs.		DOL
Collaboration exists at local and state levels among family service providers.	Neighborhood centers	Resources for Parents to Provide Nurturing Family Environment	FS 9 Help facilitate meetings and dialogue on the benefit of "neighborhood centers" in venues such as schools, senior citizen centers, libraries, faith-based organizations, etc. that share resources, serve as one-stop family resource centers, and promote intergenerational work.	By August 2008, increased number of multi-function neighborhood centers.	Increased number of multi-function neighborhood centers.		Faith-based Liaison, RECC
				By August 2008, increased usage of current neighborhood centers.	Increased usage of current neighborhood centers.		Faith-based Liaison, RECC
	Parents		FS 5 Expand the scope and capacity of quality parent education and support programs such as PAT, Fatherhood "Best Practices" Initiatives, Head Start, etc.	By August 2008, increased number and percent of eligible families participating in Parents as Teachers (PAT), Head Start, Early Head Start programs by region of the state.	Increased number and percent of eligible families participating in PAT, Head Start, Early Head Start programs by region of the state.		HS, PAT, EHS
	Families with young children	Procedures, Policies, and Networks of Support to Address Family Behavior Health Issues	FS 10 The judicial system, state organizations, and agencies incorporate family support efforts in their work with families of young children including parent education, support groups, social-emotional assessments and substance abuse therapy.	By August 2008, increased number of parents on waiting lists for parent education programs.	Increased number of parents on waiting lists for parent education programs.		JJ
				By August 2008, developed referral protocol used by state agencies and judicial system.	Developed referral protocol used by state agencies and judicial system.		JJ
				By August 2008, increased number of judicial referrals.	Increased number of judicial referrals.		JJ
				By August 2008, increased referrals by DHW to the specific services.	Increased referrals by DHW to the specific services.		DHW
	Families		FS 11 Coordinate planning between domestic violence shelters, homeless shelters and other crisis response programs to develop procedures, policies and networks of support to coordinate services to make them more accessible and readily available.	By August 2008, mutually developed policies and procedures to serve families in crisis.	Mutually developed policies and procedures to serve families in crisis.		
				By August 2008, increased reporting of suspected child abuse.	Increased reporting of suspected child abuse.		
				By August 2008, operational methamphetamine protocol for children statewide.	Operational methamphetamine protocol for children statewide.		DHW
				By August 2008, increased use of homeless and domestic violence services.	Increased use of homeless and domestic violence services.		
	Families			By August 2008, coordinated planning documents developed.	Coordinated planning documents developed.		
				By August 2008, increased number of substance abuse treatment options in 211 ID.	Increased number of substance abuse treatment options in 211 ID.		Careline
				By August 2008, increased knowledge of substance abuse treatment options in 211 ID.	Increased knowledge of substance abuse treatment options in 211 ID.		Careline
				By August 2008, AR web portal number of babies born with substance abuse-related problems.	AR web portal number of babies born with substance abuse-related problems.		AR
Families identify and utilize resources that promote self sufficiency.	Parents of young children, especially pregnant mothers	Procedures, Policies, and Networks of Support to Address Family Behavior Health Issues	FS 3 Coordinate activities around the needs of parents of young children, especially pregnant mothers, in substance abuse treatment programs.	By August 2008, decreased number of substantiated substance abuse-related child abuse and neglect reports.	Decreased number of substantiated substance abuse-related child abuse and neglect reports.		AR
				By June 2006, increased number of fatherhood programs.	Increased number of fatherhood programs.		SECCS
				By June 2006, decreased divorce rate.	Decreased divorce rate.		DOL & DOC
				By June 2006, increased number of marriage initiatives and programs.	Increased number of marriage initiatives and programs.		SECCS
	Fathers		FS 7 Identify resources and increase the capacity for father involvement programs and initiatives that strengthen marriages and build positive relationships with children.	By June 2006, increased numbers of communities requesting technical assistance from Healthy Nampa family project.	Increased numbers of communities requesting technical assistance from Healthy Nampa family project.		SECCS

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		DESCRIPTION	ACTIVITIES				
Families identify and utilize resources that promote self sufficiency.	TANF families	TANF Regulations	FS 12 Develop a working group consisting of representatives that receive TANF funds, state agencies, legislators and other stakeholders to conduct an annual review and provide recommendations for improvement of the quality, access and use of TANF funds including regulations.	By August 2008, increased number and percent of TANF families using childcare services by region of the state.	Increased number and percent of TANF families using childcare services by region of the state.	TANF budget crisis and deficit in 2008	DHW
				By August 2008, increased number and percent of TANF families using job opportunities region of the state.	Increased number and percent of TANF families using job opportunities region of the state.	TANF budget crisis and deficit in 2009	DHW
				By August 2008, decreased number of "disincentives" identified in the TANF program.	Decreased number of "disincentives" identified in the TANF program.		DHW
				By August 2008, legislative leadership to convene and report progress on the annual review.	Legislative leadership to convene and report progress on the annual review.		Early Childhood Legislative Committee
	TANF Regulations		FS 13 Increase emergency cash assistance by identifying and raising awareness of the community-based resources to help TANF families.	By August 2008, developed list of emergency cash assistance programs.	Developed list of emergency cash assistance programs.		DHW
Efficient and accountable systems for distributing government funds are coordinated across initiatives that serve families of young children.	Stakeholders	Governance Structure for Early Care and Learning	CS 1 Work with stakeholders to identify and develop the governance structure for long-term early care and learning through cross-systems collaboration efforts (e.g., central office, cabinet, council).	By August 2006, governance structure in place.	Governance structure in place.	Transition of Governor's 2Xs during 7 months	SECCS
				By December 2007, resource and policy action plan developed for ten shared goals.	Resource and policy action plan developed for ten shared goals.		Idaho Voices for Children
				By September 2006, a plan with timelines and evaluation measures is developed.	A plan with timelines and evaluation measures is developed.		ECCC
The governance structure for early care and learning provides the leadership, coordination and resources to ensure the goals of the plan are achieved.	Stakeholders	Governance Structure for Early Care and Learning	CS 2 Prioritize strategic action steps for each of the strategies of the first phase of the state plan.	By June 2008, timelines exist.	Timelines exist.		SECCS
				By June 2008, increased amount of funding for early childhood initiatives.	Increased amount of funding for early childhood initiatives.		SECCS & ECCC
Efficient and accountable systems for distributing government funds are coordinated across initiatives that serve families of young children.	Families of young children		CS 10 Identify and/or develop Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) between agencies to better coordinate the services they provide for families of young children to include integrating service delivery efforts, developing accountability measures across programs, streamlining intake procedures, providing cross training, and developing outreach to parents.	By August 2008, increased number of MOUs/MOAs are developed between agencies to provide early childhood collaborative services and systems of care.	Increased number of MOUs/MOAs are developed between agencies to provide early childhood collaborative services and systems of care.		SECCS
				By August 2008, increased number of MOUs/MOAs that include requirements for single intake forms, referrals, and/or sharing of data.	Increased number of MOUs/MOAs that include requirements for single intake forms, referrals, and/or sharing of data.		
				By August 2008, increased number of regions with early care and learning coordination.	Increased number of regions with early care and learning coordination.		RECC
Effective interagency coalitions, councils and coordinating bodies that work across systems and serve families and children at the state, regional and community level are promoted and supported.	Agencies	Cross-System Coordination to Serve Families and Children at all Levels	CS 11 Agencies co-host and/or co-sponsor trainings, conferences, workshops at the state and local levels to reduce duplication and encourage cross-training.	By August 2008, increased number of agencies co-hosting/co-sponsoring training for staff and volunteers.	Increased number of agencies co-hosting/co-sponsoring training for staff and volunteers.		Idaho AEYC, Head Start Collaboration, Oral Health, Part C.
				By August 2008, number of state staff trained.	Number of state staff trained.		DHW, HS, IAIEYC
				By August 2008, increased number of state organizations blending and braiding funding streams.	Increased number of state organizations blending and braiding funding streams.		Head Start Collaboration

**Logic Model for SECCS Grant Program:  
Idaho Early Childhood Comprehensive Systems (IECCS) Implementation Project  
HC025**

Indicator	TARGET POPULATION	INTERVENTION		EXPECTED CHANGE (Outcomes/Objectives)	EVIDENCE OF CHANGE (Indicators)	BARRIERS	FACILITATORS
		DESCRIPTION	ACTIVITIES				
Families use the information and support component of the system to provide them with access to the network of community resources.	Programs that address early childhood issues		CS 3 Annual planning sessions for programs that address early childhood issues are coordinated so funding streams can be maximized and shared goals can be accomplished (e.g., Title 1, HSC, Infant Toddler Coordinating Council). This includes identifying opportunities and appropriate fit to co-locate or share infrastructure costs.	By August 2008, number of annual trainings on blending/braiding funds.	Number of annual trainings on blending/braiding funds.		
				By August 2008, increased number of partners sharing goals, outcomes, etc.	Increased number of partners sharing goals, outcomes, etc.		Idaho AEYC, Head Start Collaboration, Part C, ECCC, SECCS
				By August 2008, increased number of partners aligning resources, staff, data, communication outlets, etc.	Increased number of partners aligning resources, staff, data, communication outlets, etc.		SECCS
				By August 2008, increased number of organizations that co-locate.	Increased number of organizations that co-locate.		SECCS
				By August 2008, increased number of families served through co-location.	Increased number of families served through co-location.		SECCS
				Developed messaging plan.	Developed messaging plan.		Born Learning and ECCC
				By September 2006, developed communication documents.	Developed communication documents.		Born Learning and ECCC
				By September 2006, gauged public support and political will through surveying.	Gauged public support and political will through surveying.		Born Learning and ECCC
				By September 2006, increased support of early care and learning initiatives by decision-makers.	Increased support of early care and learning initiatives by decision-makers.		SECCS
				By September 2006, increased number of parents and caretakers using 211 by type of request, age of child and region of the state.	Increased number of parents and caretakers using 211 by type of request, age of child and region of the state.		Idaho Careline
The governance structure for early care and learning provides the leadership, coordination and resources to ensure the goals of the plan are achieved.	General Public	Utilization of Family Support	CS 4 Develop a strategic messaging plan to create public support and political will to ensure the long-term success of early care and learning resources including identifying resources for public information and awareness campaigns to address each focus area of the plan and targeted at multiple audiences and using multiple media.	By September 2006, tracked website hits.	Tracked website hits.		Idaho AEYC
				By September 2006, tracked placement of public service announcements.	Tracked placement of public service announcements.		SECCS
				By December 2007, results from meeting evaluation forms indicated efficient and accountable systems to allocate funds to initiatives that service families of young children.	Results from meeting evaluation forms indicated efficient and accountable systems to allocate funds to initiatives that service families of young children.		SECCS
				By December 2007, increased number of organizations and agencies blending or braiding funds.	Increased number of organizations and agencies blending or braiding funds.		Head Start Collaboration, Idaho AEYC, Children's Trust Fund, Part C, SECCS,
				By December 2007, flexible funding tools identified.	Flexible funding tools identified.		SECCS
				By December 2007, documentation on the convening of partners and responsible parties to identify funds (state and federal) that can be blended and/or braided, and to identify and/or develop flexible funding structures and tools to support coordination and collaboration at the state and local levels.	Documentation on the convening of partners and responsible parties to identify funds (state and federal) that can be blended and/or braided, and to identify and/or develop flexible funding structures and tools to support coordination and collaboration at the state and local levels.		SECCS
				By March 2008, completed gap analysis of the early childhood initiative.	Completed gap analysis of the early childhood initiative.		SECCS
				By March 2008, developed streamlining plan to better coordinate fund allocation to initiatives that serve families of young children.	Developed streamlining plan to better coordinate fund allocation to initiatives that serve families of young children.		SECCS
				By March 2008, documented efforts between private and non-profit funding agencies to develop performance-based contracting to better monitor program outcomes to ensure they meet their intended purposes of serving families of young children and that appropriate funding is based on desired results.	Documented efforts between private and non-profit funding agencies to develop performance-based contracting to better monitor program outcomes to ensure they meet their intended purposes of serving families of young children and that appropriate funding is based on desired results.		
				By March 2008, improved quality of services.	Improved quality of services.		
			CS 7 Work with private and non-profit funding agencies to develop performance-based contracting to better monitor program outcomes to ensure they meet their intended purposes of serving families of young children, and appropriate funding is based on desired results.	By March 2008, increased number of children and families impacted.	Increased number of children and families impacted.		
				By August 2008, developed a defined set of child and family well-being indicators.	Developed a defined set of child and family well-being indicators.		SECCS & Partners
			CS 12 Develop a data task force to				

**Logic Model for SECCS Grant Program:  
Idaho Early Childhood Comprehensive Systems (IECCS) Implementation Project  
HC025**

Indicator	TARGET POPULATION	INTERVENTION		EXPECTED CHANGE (Outcomes/Objectives)	EVIDENCE OF CHANGE (Indicators)	BARRIERS	FACILITATORS
		DESCRIPTION	ACTIVITIES				
	State Agencies	Well-being Indicator Use in Systems, Programs and Agencies	convene state agencies that collect and analyze data to assess and identify opportunities for a) alignment of data collection and reporting, b) assessment of the types of data collected, including outcome measures, and c) coordinated reports used to define a set of child well-being indicators.	By August 2008, aligned policies and state requirements.	Aligned policies and state requirements.		SECCS & Partners
By August 2008, created a data dictionary and standardized reports based on key data points.				Created a data dictionary and standardized reports based on key data points.		SECCS & Partners	
By August 2008, number of agencies jointly collecting information on the early childhood indicators in the plan.				Number of agencies jointly collecting information on the early childhood indicators in the plan.		SECCS	
	State policymakers and faith-based decision makers	Policy Recommendations	CS 9 Work with state policymakers and faith-based decision makers to ensure that policy decisions and investments on early childhood are made based on facts, best practices and research.	By August 2008, wrote annual report to policy makers.	Wrote annual report to policy makers.		
By August 2008, early childhood legislation based on facts, best practices and research is passed or failed.				Early childhood legislation based on facts, best practices and research is passed or failed.		2006 Session, 2007 Session, EC Legislative Task Force	
By August 2008, tracked early childhood information to inform policy, program and service planning, funding and delivery decisions.				Tracked early childhood information to inform policy, program and service planning, funding and delivery decisions.		SECCS	
	State Legislature		CS 13 The state legislature is briefed annually on the status of young children.	By August 2008, wrote annual report on the status of young children.	Wrote annual report on the status of young children.		SECCS & Partners
By August 2008, increased number of educational events hosted at the capitol.				Increased number of educational events hosted at the capitol.		Block Fest - PAT	
	Sustainability		Foundation funding will be explored to assist with the implementation of the plan. Partnerships will be developed and strengthened. Additional business support will be requested.	Foundation funding is explored to assist with the implementation of the plan.	Foundation funding is explored to assist with the implementation of the plan.		Children's Trust Fund, Albertson Foundation, NGA
Partnerships are developed and strengthened.				Partnerships are developed and strengthened.		SECCS & Partners	
Additional business support is requested.				Additional business support is received.		SECCS	
	Evaluation		External evaluator (University of Idaho Extension Office) will determine overall effectiveness of the plan.	Overall effectiveness of the plan is determined.	Overall effectiveness of the plan is determined.		Evaluation Team

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 21-22, 2007**

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**SUBJECT**

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

**REFERENCE**

June 14-16, 2006

The Board considered Boise State University's full proposal for a new Master of Applied Anthropology and Master of Arts in Anthropology. The request was not approved due to concerns with duplication. The Board asked BSU to return with an amended proposal to include program comparisons among other institutions.

**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 to offer two new and complementary graduate degrees: a Master of Arts in Anthropology, which will require the preparation of a thesis as a culminating activity and which is intended to prepare students who will eventually seek a doctoral degree, and a Master of Applied Anthropology degree, which will require the completion of a project constituting a significant professional activity and which prepares students for employment as a professional anthropologist with a state or federal agency.

The proposed programs will be offered by a department that has a strong baccalaureate program, averaging approximately 85 majors and 15 graduates per year; an extensive record of research, publication, and external grant and contract support; synergy involving collaboration with the Departments of Biology and Geosciences that will be enhanced by development of graduate programs.

The proposed programs will provide increased access by place-bound agency personnel to graduate educational opportunities; increased capacity to perform research needed by local county, state, and federal agencies; added ability for faculty members and graduate students to contribute in formulation of public policy in areas of faculty expertise; additional research opportunities for

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
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undergraduate students; and a means to address recommendations of external program reviewers who called for the development of a graduate program.

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 significant 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 thesis will be expected to be sufficient quality to warrant publication in a peer reviewed journal.

The University of Idaho (UI) offers a Master of Arts degree in Anthropology at its Moscow campus, and Idaho State University (ISU) offers both Master of Arts and Master of Science degrees in Anthropology at its Pocatello campus. In addition, nearly every university in adjoining states offers graduate work in anthropology (see page 10 of the full proposal). Presently, no graduate degrees in anthropology are offered in southwest Idaho. Appendix B located on page 52-53, compares several aspects of the programs at BSU, UI, and ISU, including undergraduate program, existing and proposed graduate programs, and number of faculty members. Letters of support are included on pages 31-51.

The proposed graduate programs are an effort by BSU to “*offer master’s degrees consistent with state needs,*” to “*generate programs in its primary emphasis areas that include the social sciences*” and that “*serve a diverse population,*” and to increase its ability to “*conduct research studies.*” The proposed degrees fit well within the SBOE’s stated role and mission for Boise State University.

In addition, offering of these Masters degree programs fulfills a number of goals and strategies in Boise State University’s strategic plan, *Charting the Course*. Specifically, the new programs respond to the educational needs of the region, integrate research and teaching, promote research in and with the community, facilitate collaborations across departments and colleges, and secure funds for research activity, and will aid in recruiting and retaining faculty and in recruiting and retaining students.

A number of natural resource agencies and industries have major offices in Boise, and all employ master’s-level anthropologists: the U.S. Fish and Wildlife Service, the U.S. Forest Service, the U.S. Bureau of Land Management, the U.S. Bureau of Reclamation, the Idaho Department of Fish and Game, the Idaho Department of Environmental Quality, and the Idaho National Guard. Industry also has a major presence: Idaho Power Company, Boise Cascade, and numerous consulting firms. BSU receives a number of solicitations from these agencies and industries seeking persons holding a master’s degree in anthropology in the field. Agencies and industry also need local graduate educational opportunities to better recruit, educate, and retain their employees.

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Faculty members receive inquiries each year from students interested in receiving a master's degree in anthropology at Boise State University. A study of alumni from BSU's BS in Anthropology program indicated that of a sample of 27 who went on to post-graduate programs, 14 enrolled at BSU, indicating a strong tendency for our students to stay locally. Only 3 went to UI and 1 to ISU, an indication that a program at BSU would have only minor effects on the recruitment efforts at UI and ISU. We also receive numerous inquiries from individuals elsewhere in the state and across the country about the availability at BSU of graduate programs in anthropology.

The department used a number of methods to assess the need for graduate programs in anthropology: solicited input from anthropologists working in the area and region; 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; and various student surveys.

The proposed programs are not an expansion or extension of an existing program. Presently there are no plans to deliver the program off campus.

The proposed programs will require additional administrative work by the department chair and will require program coordination. Both functions initially will be performed by the department chair. The office manager will assist in clerical duties required by the new programs. BSU estimates that the graduate program will require operating expenses in the amount of \$10,500 in FY08, \$13,100 in FY09 and \$14,700 in FY10. Library resources, including personnel and space, are adequate to ensure the operation and success of the present program. However, the department will require a modest increase in revenues (\$2,000 by FY10) to increase library holdings generally and, in particular, journals that reflect the research interests of incoming graduate students. (See pages 19-20 of the full proposal for budget explanations).

**Fiscal Impact**

<b>Estimated Fiscal Impact</b>	<b>FY 07</b>	<b>FY 08</b>	<b>FY 09</b>	<b>Total</b>
<b>A. Expenditures</b>				
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				
<b>TOTAL:</b>	<b>170,746</b>	<b>179,320</b>	<b>195,713</b>	<b>545,779</b>



**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
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<b>B. Source of Funds</b>				
1. Appropriated Reallocation – MCO	133,306	140,058	154,505	427,869
2. Appropriated – New MCO	<u>18,720</u>	<u>19,631</u>	<u>20,604</u>	<u>58,955</u>
3. Federal	<u>18,720</u>	<u>19,631</u>	<u>20,604</u>	<u>58,955</u>
4. Other	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
5. Fees	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
<b>TOTAL:</b>	<u><b>170,746</b></u>	<u><b>179,320</b></u>	<u><b>195,713</b></u>	<u><b>545,779</b></u>
<b>C. Nature of Funds</b>				
1. Recurring *	152,026	159,689	175,109	486,824
2. Non-recurring **	<u>18,720</u>	<u>19,631</u>	<u>20,604</u>	<u>58,955</u>
<b>TOTAL:</b>	<u><b>170,746</b></u>	<u><b>179,320</b></u>	<u><b>195,713</b></u>	<u><b>545,779</b></u>

\* 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**

Attachment 1 – Full Proposal of the proposed programs

Page 9

**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.

**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**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

G. Program Approval and Discontinuance

April 2005

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**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.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
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c. Routine Changes

Non-substantive changes, credits, descriptions of individual courses, or other routine catalog changes do not require notification or approval. Institutions must provide prior notification of a name or title change for programs, degrees, departments, divisions, colleges, or centers via a letter to the Office of the State Board of Education.

**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 next CAAP meeting for initial review prior to being forwarded to the Board for approval.
- (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 the discretion of the Chief Academic Officer, the request may be forwarded to the CAAP for review and recommendation. Professional-technical requests will be forwarded to the

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 21-22, 2007**

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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 Chief Academic Officer's or CAAP's 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.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
FEBRUARY 21-22, 2007**

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**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.

# IDAHO STATE BOARD OF EDUCATION

## ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

### FULL PROPOSAL

#### to initiate a

#### NEW, EXPANDED, COOPERATIVE, DISCONTINUED, PROGRAM COMPONENT OR OFF-CAMPUS INSTRUCTIONAL PROGRAM OR ADMINISTRATIVE/RESEARCH UNIT

Submitted by:

Boise State University

Institution Submitting Proposal

College of Socials Sciences and Public Affairs

Department of Anthropology

Name of College, School, or Division

Name of Department(s) or Area(s)

A New, Expanded, Cooperative, Contract, or Off-Campus Instructional Program Leading to:

Master of Arts in Anthropology CIP 45.0201 and  
Master of Applied Anthropology CIP 45.0201

Not Applicable

Degree/Certificate & 2000 CIP

Program Change, Off-Campus Component

Fall, 2007

Proposed Starting Date

This proposal has been approved by:

Stacy Pearson 1/22/07  
 Chief Fiscal Officer (Institution) Date

Mike Anderson 1/23/07  
 Chief Academic Officer (Institution) Date

Kyle St. John 1/22/07  
 President Date

SBOE/OSBE Approval \_\_\_\_\_ Date

# IDAHO STATE BOARD OF EDUCATION

## ACADEMIC/PROFESSIONAL-TECHNICAL EDUCATION

### FULL PROPOSAL

#### to initiate a

#### NEW, EXPANDED, COOPERATIVE, DISCONTINUED, PROGRAM COMPONENT OR OFF-CAMPUS INSTRUCTIONAL PROGRAM OR ADMINISTRATIVE/RESEARCH UNIT

Submitted by:

Boise State University

\_\_\_\_\_  
Institution Submitting Proposal

College of Socials Sciences and Public Affairs

\_\_\_\_\_  
Name of College, School, or Division

Department of Anthropology

\_\_\_\_\_  
Name of Department(s) or Area(s)

A New, Expanded, Cooperative, Contract, or Off-Campus Instructional Program Leading to:

Master of Arts in Anthropology CIP 45.0201 and  
Master of Applied Anthropology CIP 45.0201

\_\_\_\_\_  
Degree/Certificate & 2000 CIP

Not Applicable

\_\_\_\_\_  
Program Change, Off-Campus Component

Fall, 2007

\_\_\_\_\_  
Proposed Starting Date

This proposal has been approved by:

\_\_\_\_\_  
Chief Fiscal Officer (Institution) Date

\_\_\_\_\_  
SBOE/OSBE Approval Date

\_\_\_\_\_  
Chief Academic Officer (Institution) Date

\_\_\_\_\_  
President Date

## 1. Nature of the Request

Boise State University (BSU) proposes to offer two new and complementary graduate degrees on the main BSU campus: (i) a Master of Arts in Anthropology degree, which will require the preparation of a thesis as a culminating activity and which is intended to prepare students who will eventually seek a doctoral degree, and (ii) a Master of Applied Anthropology degree, which will require the completion of a project constituting a significant professional activity and which prepares students for employment as a professional anthropologist with a state or federal agency. Because BSU has been awarded Level II oversight by the Northwest Commission on Colleges and Universities (NWCCU), the creation of these new programs is not regarded as a substantive change.

The proposed programs will be offered by a department that has (i) a strong baccalaureate program, averaging approximately 85 majors and 15 graduates per year, (ii) an extensive record of research, publication, and external grant and contract support, (iii) synergy involving collaboration with the Departments of Biology and Geosciences that will be enhanced by development of graduate programs.

The proposed programs will provide: (i) increased access by place-bound agency personnel to graduate educational opportunities, (ii) increased capacity to perform research needed by local county, state, and federal agencies, (iii) added ability for faculty members and graduate students to contribute in formulation of public policy in areas of faculty expertise, (iv) additional research opportunities for undergraduate students, (v) a means to address recommendations of external program reviewers who called for the development of a graduate program.

The proposed programs were unanimously approved by CAAP at its June 1, 2006 meeting. Included in this application are letters and emails of support from administrators at the University of Idaho and Idaho State University, and from personnel at local agencies and businesses (Appendix A).

## 2. Quality

The following measures will ensure the high quality of the proposed programs:

Regional Institutional Accreditation: Boise State University is regionally accredited by the NWCCU. Regional accreditation of the university has been continuous since initial accreditation in 1941. Boise State University is currently accredited at all degree levels (Associate, Bachelors, Master's, and Doctoral). As part of BSU's compliance with NWCCU standards, all departments are required to prepare assessment reports for each degree program. Those reports include a description of expected program outcomes, means for their assessment, and the manner in which improvements will be instituted as a result of those assessments.

Specialized Accreditation: The proposed programs are not subject to specialized accreditation.

Institutional Program Review: The Boise State University Office of the Provost oversees the departmental review process, which occurs on a five year cycle. This process requires a detailed self study (including an outcomes assessment), a comprehensive review and site visit by external evaluators, and an in-depth analysis and evaluation of all graduate programs.

Admissions Policies: The Department of Anthropology is committed to the development and maintenance of rigorous selection and retention standards. Students applying for either program will be expected to have completed a bachelor's degree in anthropology. Those students holding degrees in allied fields such as biology, geology, history, psychology, and sociology may apply for admission but must provide evidence of substantial coursework in anthropology. Program admission will require a 3.0 overall GPA, the GRE, a writing sample,



and letters of recommendation from academic faculty or employers. Students will be required to maintain a 3.0 GPA while enrolled and successfully complete the preliminary examination.

Other: 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.

**a. Curriculum**

The curriculum requires a core sequence in anthropology with a significant 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 thesis will be expected to be of sufficient quality to warrant publication in a peer-reviewed journal.

<b>Master of Arts in Anthropology</b>	
<b>Course Number and Title</b>	<b>Credits</b>
<b>Core Sequence</b>	12
ANTH 501 Synchronic Methods in Anthropology ..... 3	
ANTH 502 Diachronic Methods in Anthropology ..... 3	
ANTH 503 History and Theory in Anthropology..... 3	
ANTH 504 Quantitative Methods in Anthropology ..... 3	
With the approval of the supervisory committee, a student may substitute a comparable 3-credit graduate course for ANTH 504.	
<b>Elective Courses</b>	12
Electives must be approved by the supervisory committee. Application of independent study to the elective requirement is limited to 6 credits. Pass/fail credits and practicum/internship credits are not applicable to elective requirements.	
<b>Preliminary Examination</b>	1
ANTH 600 Assessment-Preliminary Examination ..... 1	
<b>Culminating Activity</b>	6
ANTH 593 Thesis ..... 6	
<b>TOTAL</b>	<b>31</b>

<b>Master of Applied Anthropology</b>	
<b>Course Number and Title</b>	<b>Credits</b>
<b>Core Sequence</b>	12
ANTH 501 Synchronic Methods in Anthropology ..... 3	
ANTH 502 Diachronic Methods in Anthropology ..... 3	
ANTH 503 History and Theory in Anthropology..... 3	
ANTH 504 Quantitative Methods in Anthropology ..... 3	
With the approval of the supervisory committee, a student may substitute a comparable 3-credit graduate course for ANTH 504.	
<b>Elective Courses</b>	12
Electives must be approved by the supervisory committee. Application of independent study to the elective requirement is limited to 6 credits. Graded workshop credits, and practicum/internship credits are applicable to elective requirements.	
<b>Preliminary Examination</b>	1
ANTH 600 Assessment-Preliminary Examination ..... 1	
<b>Culminating Activity</b>	6
ANTH 591 Project..... 6	
<b>TOTAL</b>	<b>31</b>

**ANTH 501 SYNCHRONIC METHODS IN ANTHROPOLOGY (3-0-3) (F).** A reading-intensive survey of the major issues, methods, and findings relevant to anthropological studies of human societies. This course will focus on social processes and phenomena occurring at one time, including human-resource relationships; social, economic, and political organization and decision-making; micro-demographics; and spatial patterning of human groups.

**ANTH 502 DIACHRONIC METHODS IN ANTHROPOLOGY (3-0-3) (S).** A reading-intensive survey of the major issues, methods, and findings relevant to anthropological studies of humans. This course will focus on social processes and phenomena occurring across time, including basic paleoanthropology, primatology, behavioral ecology, human evolutionary biology, and genetics.

**ANTH 503 HISTORY AND THEORY IN ANTHROPOLOGY (3-0-3) (F).** A reading-intensive survey of history and theory in anthropology from classical times through the 20<sup>th</sup> century. A review of history and philosophy of science with emphasis upon innovations in 19<sup>th</sup> and 20<sup>th</sup> century theory relevant to current issues and debates.

**ANTH 504 QUANTITATIVE METHODS IN ANTHROPOLOGY (3-0-3) (S).** Methods of multivariate statistics in the analysis of anthropological data.

**ANTH 505 QUALITATIVE METHODS IN ANTHROPOLOGY (3-0-3) (alternate years F/S).** An introduction to qualitative methods of research and analysis including in-depth interviewing, participant observation, focus groups, and discourse analysis.

**ANTH 520 QUATERNARY STRATIGRAPHY AND PALEOENVIRONMENTS (3-0-3) (alternate years F/S).** Global to site-specific scale review and evaluation of lithographic and biostratigraphic contexts focusing on the last three million years of human prehistory. Emphasis on integration of chronologic, biotic, geomorphic and isotopic evidence of environmental change on the human time-scale.

**ANTH 521 NORTH AMERICAN PALEOENVIRONMENTS (3-0-3) (alternate years F/S).** Examines the application of physical and biotic evidence to evaluate changing environments and their relationship to prehistoric human populations. Focus is on past environmental change in western North America placed within continental-scale and global-scale contexts.

**ANTH 522 HUNTER-GATHERER ETHNOARCHAEOLOGY (3-0-3) (alternate years F/S).** Examination of variability in adaptations by modern hunter-gatherer populations emphasizing subsistence, mobility, and social organization. Focus is on examination of lithic technology, faunal analysis, and site structure as sources of archaeological interpretation.

**ANTH 523 ADVANCED ARCHAEOLOGICAL FIELD METHODS (3-0-3) (SU).** Emphasis upon developing research designs, decision-making, and in-field project management. Open to students with previous field experience and graduate work in archaeology.

**ANTH 530 ADVANCED TOPICS IN EVOLUTIONARY ANTHROPOLOGY (3-0-3)**

**(alternate years F/S).** This course provides the theoretical foundation for testing evolutionary hypotheses about human cultural variation, human physiological adaptations and social behavior, and life-history evolution, marriage, reproduction, inheritance, and subsistence. The course provides a broad, empirical view of hominid-behavioral evolution and ecology.

**ANTH 531 ECONOMIC ANTHROPOLOGY (3-0-3) (alternate years F/S).** The comparative study of economic behavior in hunter-gatherer, tribal, and complex societies. The course examines subsistence strategies, craft production and specialization, and exchange, as well as theoretical debates surrounding the topic of economic transition.

**ANTH 532 GAME THEORY AND HUMAN COOPERATION (3-0-3) (alternate years F/S).** Designed as an advanced introduction to the origins and development of human sociality from the perspective of game theory and evolutionary biology. This course will review and discuss classic and new papers from anthropology, biology, economics, political science, and psychology. Issues to be explored include widespread pro-social behavior among humans, living in small vs. large groups, rank and status, sexual division of labor, and obstacles to building cooperation and peace on a number of social scales.

**ANTH 533 CROSS-CULTURAL ISSUES IN AGING, DEATH, AND DYING: AN ANTHROPOLOGICAL APPROACH (3-0-3) (alternate years F/S).** This course is designed as an introduction to the variety of ways in which cultures in the United States and around the world approach the aging process, the treatment of those who are dying, and the various collective responses to death. The course relies on the examination of published work in the area of cross-cultural health care, gerontology, and ritual.

**ANTH 534 SEX AND GENDER: AN ETHNOLOGICAL APPROACH (3-0-3) (alternate years F/S).** This course will explore changing definitions and perceptions of sex and gender within a variety of cultures throughout the world. Biological determinism, homosexuality, transsexuality, and culturally determined concepts of male and female behavior are placed within the global discussion of gender that includes, but extends beyond, academic social theory.

**ANTH 580 SELECTED TOPICS IN ANTHROPOLOGY (3-0-3) (F/S).** Philosophical and theoretical issues in anthropology. Developments in methodology and technical advances in anthropological research. Seminar topics will vary.

**ANTH 600 ASSESSMENT (Preliminary Examination) (1-0-1) (F/S).** Based on guidance from their faculty advisory committee, students prepare for and successfully complete their preliminary examination. Graded pass/fail (P/F) only.

**b. Faculty**

Five official faculty members (tenured and tenure-track) from the Department of Anthropology will participate in the programs. All five faculty members are active researchers, have published extensively in national and international journals, and have received funding of their research through grants and contracts. The official faculty participants are as follows:

**Christopher Hill, Ph.D.**, Southern Methodist University, 1992. Assistant Professor. Paleoindian archaeology, Paleolithic archaeology, geoarchaeology and environmental archaeology, Pleistocene and early Holocene paleoecology, Late Cenozoic mammals and life-history interactions, North America, Egypt.

**Robert McCarl, Ph.D.**, Memorial University, 1980. Associate Professor. Occupational ethnography, folklore, public folklore, community studies, cultural anthropology, North America.

**Mark G. Plew, Ph.D.**, Indiana University, 1985. Professor. Hunter-gatherer archaeology, ethnobiology, human ecology, lithic and ceramic analysis, history of anthropology, Western North America and Amazonian South America.

**Margaret Streeter, Ph.D.**, University of Missouri. 2005, Assistant Professor. Physical anthropology, bone histology, hominid evolution, forensic anthropology.

**John P. Ziker, Ph.D.**, University of California at Santa Barbara, 1998. Assistant Professor. Kinship, social organization and demography, human behavioral ecology, network analysis, medical anthropology, economic anthropology, circumpolar ethnology; Russia/former Soviet Union.

The FTE assignments of the official faculty for the first year of the programs (FY07) are given in the following table:

Regular Faculty	Expertise	Teaching Responsibility in Graduate Program
Christopher Hill	Archaeology	25% FTE
Mark Plew	Archaeology	30% FTE
Robert McCarl	Cultural Anthropology	20% FTE
John Ziker	Cultural Anthropology	25% FTE
Margaret Streeter	Physical Anthropology	25% FTE

Four adjunct faculty members will also participate in the program by teaching graduate-level coursework and by serving as members of graduate committees:

**T. Virginia Cox, Ph.D.**, University of Georgia, 1980. Associate Professor Emerita with the BSU Department of Anthropology. Cultural anthropology, educational anthropology, medical anthropology, Oceania, North America.

**Kendall V. House, Ph.D.**, University of California at Davis, 2000. Lecturer with the BSU Department of Anthropology. Political economy, cultural theory, labor anthropology.

**Pei-Lin Yu, Ph.D.**, Southern Methodist University, 1999. Lecturer with the BSU Department of Anthropology. Historic and prehistoric archaeology, ethnoarchaeology of hunters and gatherers and small-scale horticulturalists, Northern Plains, US, Great Basin, Southwestern US, Southern Appalachians.

**Jon P. Dayley, Ph.D.**, University of California at Berkeley, 1981. Associate Professor, BSU Department of English. North and Middle American Indian languages.

The present five regular and four adjunct faculty members are sufficient to offer the proposed programs. However, as the programs expand there will be a need for an additional faculty member. Therefore, the department will request an additional faculty line for an archaeologist or urban anthropologist, to start in the fall 2008. The department anticipated the addition of the proposed graduate programs and has substantially revised its undergraduate curriculum in a way that allows faculty additional time to teach graduate courses, serve on graduate committees, and mentor graduate students.

### **c. Students**

Students matriculating into the proposed programs will primarily be of two types. Those interested in pursuing a research-based and/or academic career in anthropology will be seeking preparation to pursue a doctoral degree at a major university. Those interested in a career as a professional anthropologist will be seeking appropriate applied coursework and practical project-based experience. The subject focus and structure of the programs are likely to be attractive to students from inside and outside Idaho. Most students who matriculate will have undergraduate degrees in anthropology, but there will also be interest among students from allied fields, such as biology, geology, geography, and sociology.

### **d. Infrastructure Support**

Personnel: A full-time office manager and work-study staff provide administrative support to the department and the faculty. The creation of the proposed graduate programs will increase the responsibilities of the staff, but recent revisions of the undergraduate program have made it possible for the staff to accomplish the extra work. Because of the department's long history of grant and contract activity, the department is competent in grants accounting. Recent additions of support staff at the college level also should help the department meet any additional accounting needs. Assistance to faculty members will be provided by the addition of a graduate teaching assistant and also through graduate research assistants funded through grants and contracts.

#### Equipment:

##### *General:*

17 Computers (including three laptop computers)  
Office equipment: 6 Black and White Printers, 2 Color Printers, Fax Machine,  
Scanners, Slide Projectors

##### *Archaeology*

Basic Field Equipment (hand tools, screens, kitchens to support archaeological crews of up to 25 persons)  
GIS Station-Dell Precision PWS470 CUP at 3.60 GHZ supported by three Dell Inspiron ME51 Pentium1.70 GHZ Laptops  
3 Transits  
Tribble/Nikon Total Station with two Tribble Geo Xt Hand-Held Units  
Wolf Stereomicroscope  
Olympus SZTR Microscope  
Video Camera Flexcam for Stereomicroscope  
Nikon LS-40 ED Film Scanner  
Sony Digital Camera

Canon Powershot Digital Camera  
Auger Sampling Kits and Sieving Kits  
Laboratory Equipment (calipers, scales)  
12-Passenger Dodge Van with 8-Foot Carrying Trailer  
800 square foot Archaeology Research and Teaching Laboratory  
Small Comparative Modern Faunal Collection  
Small Pleistocene Faunal Collection  
Artifact Type-Collections: Paleo-Indian, Old World, Americas, Eastern U.S., Western U.S., Peru, Idaho.

*Cultural*

Ethnographic Archive of the West  
Ethnographic Specimen and Materials Storage Cabinets  
Digital Cameras  
Digital Tape Recorders  
Laptop Computers

*Physical Anthropology*

Buehler Isomet 1000 Slow Speed Precision Saw  
Olympus BX51 Research Microscope with Polarizer  
OMNICROFR Digital Color Camera with Soft Ware  
Craftsman 9-inch Band Saw  
Collection of Human Skeletal Remains  
Baboon and Chimpanzee Skeletons  
Fossil Hominid Casts  
Primate Casts

Cooperating Departments: The Department of Anthropology has cooperative agreements with the Departments of Biology and Geosciences. Those agreements will provide faculty members and graduate students with access to the following additional laboratory facilities:

DNA Sequencing: Two automated sequencers and all auxiliary equipment and reagents.

Geochronology: Mass Spectrometer and auxiliary equipment for radio-isotope based dating methods.

Geographic Information Systems: A GIS laboratory and a complete complement of ESRI GIS software.

Comparative osteological collections

Library: The department has carefully expanded the library's anthropology holdings in anticipation of offering graduate-level courses. At the present time library holdings are adequate to initiate the two proposed programs. However, although the programs will not initially require significant additional library resources, additional requested funding will allow for further acquisitions that may be necessary to support the research focus of newly matriculated students.

**e. Future Plans**

There are at the present time no plans to expand either program off campus.

### 3. Duplication

The University of Idaho (UI) offers a Master of Arts degree in Anthropology at its Moscow campus, and Idaho State University (ISU) offers both Master of Arts and Master of Science degrees in Anthropology at its Pocatello campus. In addition, nearly every university in adjoining states offers graduate work in anthropology. Presently, no graduate degrees in anthropology are offered in southwest Idaho, the service area of Boise State University. Appendix B compares several aspects of the programs at BSU, UI, and ISU, including undergraduate program, existing and proposed graduate programs, and number of faculty members.

The graduate programs in anthropology proposed by Boise State University offer the following advantages and distinctions:

- Graduate programs are defined not only by their titles, but also by the focus of their research and curricula. Most master's programs in anthropology offer a traditional four-field approach, which includes equal preparation in cultural anthropology, archaeology, physical anthropology, and linguistics. BSU has chosen instead to emphasize its strengths and in so doing reflects a national trend toward more specialized and focused master's-level programs. Although students will be exposed to a broad overview of anthropological topics, the BSU programs will emphasize ecological and biosocial perspectives in the study of humans.
- Consistent with its metropolitan character and emphasis on community engagement, BSU's Master of Applied Anthropology program will focus on the preparation of professional anthropologists who would be employable in state and federal agencies as well as by consulting companies.
- There is extensive local need for graduate programs and coursework in anthropology. Many professionals and other individuals are not in a position to travel to Moscow or Pocatello to pursue graduate degrees and/or coursework, but are place-bound because of personal or professional constraints that keep them in Boise.
- BSU is located in the largest metropolitan area of Idaho. Boise is also the location of the headquarters of all state agencies and many federal agencies. Such co-location provides direct interaction of graduate students and their mentors with agencies that need and in many cases fund their research. It is much easier for agency personnel to work with researchers in their own location than to travel to other areas of the state.
- The development of new graduate programs and the resulting research capacity is an important aspect of BSU's vision to become a Metropolitan Research University of Distinction.
- An examination of the graduate programs in surrounding states (see table below) shows that nearly every major state university has a graduate program in anthropology; those that don't are land grant institutions with primary focus on agriculture and natural resources. Thus, it appears that the development of graduate programs in anthropology can perhaps be considered to be part of the natural maturation process of universities.
- Finally, as discussed in emails in Appendix A, the creation of graduate programs in anthropology at BSU will provide opportunities for collaboration among the faculty members of UI, ISU, and BSU. One example would be that faculty members would be able to serve on graduate committees at other schools. Another would be the participation of several institutions in statewide grant programs or large-scale studies.

- In sum, the Boise State programs will have emphases that differ from those at other institutions, will provide the opportunity for local students to pursue coursework and advanced degrees in anthropology, and will benefit agencies and other entities in southwest Idaho with research and projects that directly address local problems.

<b>Masters-level Programs in Anthropology in Idaho and Adjacent States</b>	
Institution and Programs	Institution and Programs
<p><b>Idaho State University:</b> Master of Arts in Anthropology Master of Science in Anthropology</p> <p><b>University of Idaho:</b> Master of Arts in Anthropology</p> <p><b>Montana State University:</b> none</p> <p><b>University of Montana:</b> Master of Arts in Anthropology PhD in Anthropology</p> <p><b>University of Wyoming:</b> Master of Arts in Anthropology PhD in Anthropology</p> <p><b>University of Utah:</b> Master of Arts in Anthropology Master of Science in Anthropology PhD in Anthropology</p> <p><b>Utah State University:</b> Master of Social Sciences</p>	<p><b>University of Nevada – Reno:</b> Master of Arts in Anthropology PhD in Anthropology</p> <p><b>University of Nevada -- Las Vegas:</b> Master of Arts in Anthropology PhD in Anthropology</p> <p><b>University of Oregon:</b> Master of Arts in Anthropology Master of Science in Anthropology PhD in Anthropology</p> <p><b>Oregon State University:</b> Masters in Applied Anthropology PhD in Applied Anthropology</p> <p><b>University of Washington:</b> Master of Arts in Anthropology PhD in Anthropology</p> <p><b>Washington State University:</b> Master of Arts in Anthropology PhD in Anthropology</p>

#### 4. Centrality

The following excerpts from the current role and mission statement for Boise State University show that the proposed program is consistent with SBOE intentions for Boise State University.

*“Boise State University will formulate its academic plan and generate programs with primary emphasis on ... the social sciences...[as well as several other fields]”,*

*“...offers a variety of master’s and select doctoral degrees consistent with state needs...”*

*“...conducts coordinated and externally funded research studies.”*

*“...is a comprehensive, urban university serving a diverse population through undergraduate and graduate programs, research...”*

The proposed graduate programs are an effort by BSU to “offer master’s degrees consistent with state needs,” to “generate programs in its primary emphasis areas that include the social



sciences” and that “serve a diverse population,” and to increase its ability to “conduct research studies.” Clearly, the proposed degrees fit well within the SBOE’s stated role and mission for Boise State University.

In addition, offering of these Masters degree programs fulfills a number of goals and strategies in Boise State University’s strategic plan, *Charting the Course*. Specifically, the new programs respond to the educational needs of the region, integrate research and teaching, promote research in and with the community, facilitate collaborations across departments and colleges, and secure funds for research activity, and will aid in recruiting and retaining faculty and in recruiting and retaining students. BSU’s success at implementing *Charting the Course* will, in large part, determine the institution’s success at achieving its vision of becoming a Metropolitan Research University of Distinction.

## **5. Demand**

### **a. The Need for Research by Graduate Students.**

Research by faculty members and undergraduate students in the Department of Anthropology is important to the agencies, businesses, and citizens of southwest Idaho in two primary ways: First, that research contributes to the development of public policy in areas of historic and environmental preservation, urban anthropology, cultural resource management, and tribal consultation. Second, that research provides students a foundation in the human behavioral, ecological, and physiological sciences, particularly giving students the methodological and theoretical background to investigate problems relating to human cooperation problems (e.g., environmental degradation), and to study current, historical, and prehistoric behavior (e.g., land and water use, human health and nutrition, and human growth and development patterns).

The creation of graduate programs in anthropology will strengthen our research because master’s-level students are able to conduct studies of more depth and greater scope than do undergraduate students. The following are the types of studies presently underway:

- Our research provides information to legal and medical agencies on human osteology, growth, and development, thereby enabling them to investigate causes of death. We also conduct histological studies of present-day and ancient human populations in Poland, Peru, Israel, Iraq, and Guyana and conduct studies on paleoecology and human phylogenetics. Examples include forensic investigation of human bone found in criminal and paleontological investigations, and paleoecological studies of Yellowstone National Park to yield an understanding prehistoric and modern climate variability.
- Our research provides basic information on the causes of various illnesses, thereby aiding the development of therapies. Examples include alcohol and drug abuse, cancer, and cardiovascular disease.
- We are presently conducting studies that give information on land and resource use by native peoples in Siberia and Northern Canada, on prehistoric land and resource use in Idaho, Guyana, Egypt, and North America, on the demographics of native peoples, and on patterns of human cooperation.

### **b. The Need for a Graduate Program by Local Industry and Agencies.**

A number of natural resource agencies and industries have major offices in Boise, and all employ master’s-level anthropologists: the US Fish and Wildlife Service, the US Forest Service, the US Bureau of Land Management, the US Bureau of Reclamation, the Idaho Department of

Fish and Game, the Idaho Department of Environmental Quality, and the Idaho National Guard. Industry also has a major presence: Idaho Power Company, Boise Cascade, and numerous consulting firms. We receive a number of solicitations these agencies and industries seeking persons holding a master's degree in anthropology in the field.

In addition, the local cultural resources companies in southwest Idaho have considerable need for archaeologists and anthropologists at the master's level. Recently, several local companies, including Bionomics, Inc. and S.A.I.C, Inc., hired master's-level archaeologists, and it was necessary for them to recruit them from outside the area.

Agencies and industry also need local graduate educational opportunities to better recruit, educate, and retain their employees. Understandably, many companies assess the availability of appropriate educational programs before locating to an area. It can be argued that the lack of local master's-level programs in anthropology is holding back the growth in the areas of cultural resource management, cross-cultural health care, personnel management, forensic anthropology in legal and law enforcement, and water and land use development.

### **c. The Need for a Master's Degree Program by Local and Out-of-Area Potential Students.**

Our faculty members receive inquiries each year from students interested in receiving an master's degree in anthropology at Boise State University. Most of these inquiries are local, often from individuals who are place-bound and prefer additional education through BSU. A study of alumni from our BS in Anthropology program indicated that of a sample of 27 who went on to post-graduate programs, 14 enrolled at BSU, indicating a strong tendency for our students to stay locally. Only 3 went to UI and 1 to ISU, an indication that a program at BSU would have only minor effects on the recruitment efforts at UI and ISU. We also receive numerous inquiries from individuals elsewhere in the state and across the country about the availability at BSU of graduate programs in anthropology.

### **d. Needs Assessment**

The department used a number of methods to assess the need for graduate programs in anthropology:

- The department solicited input from anthropologists working in the area and region. Specifically, we sought input from private companies, and state and federal agencies regarding their interest in having Boise State University offer graduate preparation in anthropology.
- We 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.
- 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.
- 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.

- A number of students use the Interdisciplinary Studies Program to combine coursework in anthropology with that in allied disciplines. Those students were asked if they would enroll in an anthropology graduate program.
- 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.

#### **e. Ongoing Assessment**

Ongoing assessment of program design will be accomplished using input from students, alumni, employers, graduate faculty, the Graduate College, and external program reviewers. Factors assessed will be the quality of faculty and their teaching, the currency and relevance of the curriculum, the utility of flexibility in scheduling of courses and methods of delivery, the availability of internships and research opportunities, the relevance and quality of culminating experiences, and the ability of students to make satisfactory progress in the program. These factors are conditioned by the nature of the large and diverse metropolitan population that our program will serve.

Initial and ongoing assessment of the programs will include formal surveys of prospective and enrolled students, as well as alumni. Surveys will query students regarding their reasons for enrolling in the programs or applying to other programs. The department will seek insight as to why admitted students do not enroll and what appear as the most important issues in their decisions. The department will further seek to determine the reasons why students in good standing leave the programs. Ongoing assessment of these groups will permit continuing re-evaluation of the programs.

Input of current and potential employers is essential to determining the appropriateness of program design and implementation. The programs will periodically conduct formal surveys and phone interviews of current and potential employers of Boise State University anthropology degree-holding graduates. Such surveys will assess the level and type of preparation sought by potential employers. In addition, companies and agencies offering internships will be asked to provide evaluation of student performance in areas of preparation that allow assessment of the success of the program design. The department graduate faculty, in conjunction with the Graduate College, will assess the results of these surveys in evaluating the need for program change.

#### **f. Students**

There will be four primary sources of students in the program:

1. One source will be a portion of the undergraduate students who graduate from Boise State University and who desire to continue on to receive a graduate degree. In many cases, those students would have already established a working relationship with a faculty member and will have participated in a research project. Surveys by the Department of Anthropology of undergraduate anthropology students and alumni extending over the past decade indicate nearly 100% of the approximately 200 respondents support the establishment of graduate education in anthropology at Boise State University. Furthermore, 100% of the 85 undergraduate students recently surveyed by the department expressed an interest in enrolling in a Boise State University master's program in anthropology or taking graduate courses in anthropology. A survey of former Boise State eight anthropology students now

enrolled in the graduate Interdisciplinary Studies program have indicated that they would enroll in a graduate program in anthropology, were it available. Approximately eighty alumni who have undertaken graduate work at other institutions have consistently reported that they would have remained at Boise State University had a graduate program been offered in anthropology.

2. A second source will be students presently enrolled in the Interdisciplinary Studies Program, but who would be better suited in a graduate program in anthropology. We've spoken to a number of students who would prefer to be in the proposed graduate programs.
3. Another source will be individuals presently employed by government agencies, consulting companies, and other entities who will want to increase their standing in their profession by acquiring a graduate degree. The department has received very positive feedback from its contact of 15 anthropologists working locally and regionally in private and federal/state service. All expressed interest in providing research and work opportunities for graduate students and in hiring graduates. Many respondents expressed dismay that Boise State University does not provide graduate level training in anthropology.
4. A final source will be bachelor's level students from outside of the area who are attracted to the graduate program by the nature of our program, which will provide research and training opportunities for both Idaho and non-Idaho students in an area of the western United States that is rich in anthropological significance. The proposed programs will also give students the communication, observational, and analytical skills that are the foundation for employment in a variety of areas. The department and faculty annually receive an estimated 20 to 25 phone calls and web page inquires regarding the availability of graduate training in anthropology at Boise State University.

#### **g. Expansion or Extension**

The proposed programs are not an expansion or extension of an existing program. There are at present no plans to deliver the program off campus.

#### **6. Resources**

Note: In the tables in section 6, student FTE is computed by dividing the number of student credit hours generated in an academic year by 24; this method defines 1 FTE as equivalent to a student who enrolls for 12 credits per semester in a two-semester academic year. Head count does not match FTE because not all students will enroll in 24 credits per academic year. The funds listed under "Research personnel" are for a graduate research assistant funded through grants at the same rate as graduate/instructional assistants, including tuition waiver and fringe benefits.

**I. PLANNED STUDENT ENROLLMENT**

	FY	<u>08</u>	FY	<u>09</u>	FY	<u>10</u>
	FTE	Headcount	FTE	Headcount	FTE	Headcount
<b>A. New enrollments</b>	7.34	10	9.0	12	12.0	15
<b>B. Shifting enrollments</b>	1.0	2	1.49	3	2.38	5
<b>Total</b>	8.34	12	10.49	15	14.38	20

**II. EXPENDITURES**

	FY	<u>08</u>	FY	<u>09</u>	FY	<u>10</u>
	FTE	Cost	FTE	Cost	FTE	Cost
<b>A. Personnel Costs</b>						
1. Faculty	1.25	\$65,618	1.25	\$67,587	1.45	\$78,674
2. Administrators	0.15	\$11,250	0.15	\$11,587	0.15	\$11,935
3. Adjunct faculty	0.4	\$12,360	0.4	\$12,731	0.3	\$9,834
4. Graduate/instructional Asst.	1.0	\$13,402	1.0	\$13,804	1.0	\$14,218
5. Research personnel	1.0	\$13,402	1.0	\$13,804	1.0	\$14,218
6. Support personnel	0.2	\$4,976	0.2	\$5,126	0.2	\$5,280
7. Fringe benefits	0	\$32,738	0	\$33,720	0	\$37,789
8. Other: Fee waivers	0	\$10,974	0	\$12,072	0	\$12,434
<b>Total FTE Personnel And Costs:</b>	4.0	\$164,720	4.0	\$170,431	4.1	\$184,382

	FY	<u>08</u>	FY	<u>09</u>	FY	<u>10</u>
<b>B. Operating Expenditures</b>						
1. Travel		\$5,000		\$6,000		\$7,000
2. Professional services		0		0		0
3. Other services		0		0		0
4. Communications		\$500		\$600		\$700
5. Utilities		0		0		0
6. Materials & supplies		\$1,000		\$1,500		\$2,000

7. Rentals	0	0	0
8. Repairs & maintenance	\$3,000	\$4,000	\$5,000
9. Materials & goods for manufacture & resale	0	0	0
10. Miscellaneous (equipment)	\$1,000	\$1,000	0
<b>Total Operating Expenditures:</b>	<b>\$10,500</b>	<b>\$13,100</b>	<b>\$14,700</b>
	<b>FY    <u>08</u></b>	<b>FY    <u>09</u></b>	<b>FY    <u>10</u></b>
<b>C. Capital Outlay</b>			
1. Library resources	\$1,000	\$1,500	\$2,000
2. Equipment			0
<b>Total Capital Outlay:</b>	<b>\$1,000</b>	<b>\$1,500</b>	<b>\$2,000</b>
<b>D. Physical Facilities</b>			
	0	0	0
<b>E. Indirect Costs (overhead)</b>			
	0	0	0
<b>GRAND TOTAL EXPENDITURES:</b>	<b>\$176,220</b>	<b>\$185,031</b>	<b>\$201,082</b>
<b>III. REVENUES</b>			
	<b>FY    <u>08</u></b>	<b>FY    <u>09</u></b>	<b>FY    <u>10</u></b>
<b>A. Source of Funds</b>			
1. Appropriated funds -- Reallocation – MCO	\$157,331	\$165,191	\$180,647
2. Appropriated funds -- New–MCO (Graduate TA)	0	0	0
3. Federal funds (Graduate RA)	\$18,889	\$19,840	\$20,435
4. Other grants	0	0	0
5. Fees	0	0	0
6. Other: _____	0	0	0
<b>GRAND TOTAL REVENUES:</b>	<b>\$176,220</b>	<b>\$185,031</b>	<b>\$201,082</b>

FY 08                      FY 09                      FY 10

**B. Nature of Funds**

1. Recurring*	\$157,331	\$165,191	\$180,647
2. Non-recurring** (Graduate RA)	\$18,889	\$19,840	\$20,435
<b>GRAND TOTAL REVENUES:</b>	\$176,220	\$185,031	\$201,082

\* 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.

**a. Faculty and Staff Expenditures**

**FY 08**

Name/Rank	Annual Salary	FTE Assignment	Program Salary Dollars	Student CHR	Student FTE
Mark Plew Professor	\$74,998	0.30	\$22,499	40	1.67
Christopher Hill Asst Professor	\$43,384	0.25	\$10,846	40	1.67
Robert McCarl Assoc Professor	\$50,325	0.20	\$10,065	20	0.83
John Ziker Asst Professor	\$43,512	0.25	\$10,878	40	1.67
M. Streeter Asst Professor	\$45,320	0.25	\$11,330	20	0.83
Adjunct Professors	\$30,900	0.40	\$12,360	40	1.67
<b>TOTAL</b>	<b>\$288,439</b>	<b>1.65</b>	<b>\$77,978</b>	<b>200</b>	<b>8.34</b>

**FY 09**

Name/Rank	Annual Salary	FTE Assignment	Program Salary Dollars	Student CHR	Student FTE
Mark Plew Professor	\$77,248	0.30	\$23,174	40	1.67
Christopher Hill Asst Professor	\$44,686	0.25	\$11,171	50	2.08
Robert McCarl Assoc Professor	\$51,835	0.20	\$10,367	30	1.25
John Ziker Asst Professor	\$44,817	0.25	\$11,204	50	2.08
M. Streeter Asst Professor	\$46,680	0.25	\$11,670	32	1.33
Adjunct Professors	\$31,827	0.40	\$12,731	50	2.08
<b>TOTAL</b>	<b>\$297,092</b>	<b>1.65</b>	<b>\$80,317</b>	<b>252</b>	<b>10.49</b>

**FY10**

Name/Rank	Annual Salary	FTE Assignment	Program Salary Dollars	Student CHR	Student FTE
Mark Plew Professor	\$79,565	0.30	\$23,869	40	1.67
Christopher Hill Asst Professor	\$46,026	0.25	\$11,506	60	2.5
Robert McCarl Assoc Professor	\$53,390	0.20	\$10,678	55	2.29
John Ziker Asst Professor	\$46,162	0.25	\$11,540	55	2.29
M. Streeter Asst Professor	\$48,070	0.25	\$12,017	55	2.29
New Hire Asst Professor	\$45,320	0.20	\$9,064	40	1.67
Adjunct Professors	\$32,782	0.30	\$9,834	40	1.67
<b>TOTAL</b>	<b>\$351,314</b>	<b>1.75</b>	<b>\$88,509</b>	<b>345</b>	<b>14.38</b>

The program will not require support personnel or personnel expenditures during the first two years, other than the office manager listed in section b (Administrative Expenditures) below.

**b. Administrative Expenditures**

The proposed programs will require additional administrative work by the department chair and will require program coordination. Both functions initially will be performed by the department chair. The office manager will assist in clerical duties required by the new programs.

Name/Rank	Annual Salary	FTE Assignment	Program Salary	% Salary to Program
Mark Plew, Chair & Program Coordinator	\$74,998	0.15	\$11,250	15% of annual salary
Faith Brigham, Office Manager	\$24,884	0.20	\$4,977	20% of annual salary

No funds are necessary to support external collaborations.

**c. Operating Expenditures**

The implementation of new Master's programs in Anthropology requires additional operating expenses. We estimate that the graduate program will require operating expenses in the amount of \$10,500 in FY08, \$13,100 in FY09 and \$14,700 in FY10.



**c. Capital Outlay**

**1. Library Resources**

a. Library resources, including personnel and space, are adequate to ensure the operation and success of the present program.

b. However, the department will require a modest increase in revenues (\$2,000 by FY10) to increase library holdings generally and, in particular, journals that reflect the research interests of incoming graduate students. By the fifth year of the proposed programs, the department intends to acquire the following journals not presently held by Boise State :

Paleogeography, Paleoclimatology, Paleoecology  
Quaternary Science Reviews  
Quaternary International  
Behavioral Biology  
Senri Ethnological Series (Museum of Sciences, Osaka)  
Sibirica  
Ethnograficheskoe Obozrenie (Russian Academy of Sciences)

c. There are presently no plans to offer the proposed programs off campus.

**2. Equipment and Instruments**

The department has in place the necessary laboratory instruments, computers, and other equipment to meet the needs of the proposed programs. The department has computer stations, technical instruments (including microscopes), survey and recording equipment and, a GIS station. Please see section 2.d for a detailed listing of departmental equipment. The department does, however, anticipate some minor equipment needs over the course of the first two years of the programs and requests modest support for equipment purchases (\$1,000 for each of FY08 and FY09; see entry in II.B.10 above). The department intends to include equipment allowances in new grants and contracts to cover the costs and maintenance of any new and/or additional equipment. However, because not all maintenance can be covered by grants and contracts, a repair and maintenance budget item is included under operating expense (see entry in II.B.8 above).

**e. Revenue Sources**

1. Reallocation of existing state appropriated funds is represented by reassignment of portions of faculty FTE, and administrative and support staff FTE, both within the Department of Anthropology, to the new graduate programs. Reallocation within the College of Social Sciences and Public Affairs (SSPA) covers the increases in operating expense and capital outlay (library). One potential concern regarding such reallocations is the impact of reassigning official (tenure-track) faculty FTE from the undergraduate program in anthropology to the new graduate programs. However, that impact is offset by the addition of a new full-time faculty member Streeter starting in the fall 2005 semester (FY06).

2. The new appropriated funds listed in budget item III.A.2 represent a new graduate teaching assistant assigned to the Department of Anthropology from new FY07 appropriations; this assignment of new funds is pending approval of the proposed programs by the State Board of Education.

3. The department anticipates that grants and contracts will include provisions for graduate student support. The department's record of external funding ranks high among SSPA departments. The department was awarded during the past academic year nearly \$400,000 in external funding. The past three years the department has been listed as receiving external funding in each quarter of the Office of Research Administration's quarterly report. Those listings include proposals to private entities and federal agencies and include submissions to the National Science Foundation. Proposals typically include support for graduate students. The department anticipates seeking external foundation support as well. The department works cooperatively with the Departments of Biology and Geosciences. Recent hires in geoarchaeology and physical anthropology have increased the level of cooperation between anthropology and the Departments of Biology and Geosciences. The addition of graduate programs in anthropology should facilitate collaborations that result in joint grant submissions that support graduate students.

4. The Schaertle Endowment, held by the BSU Foundation, presently provides approximately \$6,000 annually, which will be used to provide partial support for two to three students annually. The department plans to increase the endowment through alumni contributions. Because funds from the Schaertle Endowment will not be used to offset any of the expenses listed in the "II. Expenditures" section above, those funds are not included in the "III. Revenues" section.

## **Appendix A: Letters and Emails of Support**



Office of Provost and Executive Vice  
President  
Administration Building Room 105  
P.O. Box 443152  
Moscow, ID 83844-3152  
(208) 885-6448

January 22, 2007

Stuart Tennant  
Chief Postsecondary Academic Officer  
Idaho State Board of Education  
650 West State Street, Suite #307  
P.O. Box 83720  
Boise, ID 83720-0037

Dear Stuart:

The University of Idaho appreciates the opportunity to review the following Notice of Intent.

- Boise State University – Create new MA Anthropology

The University of Idaho raised some question at the State Board Meeting in June 2006 in Twin Falls regarding Boise State University's proposal for two Masters degrees in Anthropology. Those concerns were based on an unclear picture of the local and regional need for these programs in the Treasure Valley.

We have had further discussions with our colleagues at Boise State University and based on those discussions, the University of Idaho now understands these programs to be consistent with Boise State University's metropolitan mission, their emphasis on community engagement, and the place-bound nature of many professional seeking such a degree.

The University of Idaho is in support of the new Master of Arts in Anthropology and the Master of Applied Anthropology at Boise State University.

Sincerely,

A handwritten signature in black ink that reads "Doug Baker".

Doug Baker  
Provost and Executive Vice President

cc: CAAP Members



**IDAHO NATIONAL GUARD  
JOINT FORCE HEADQUARTERS  
4040 WEST GUARD ST., BLDG 600  
BOISE, IDAHO 83705-5004**



Dr. Mark Plew  
Chair, Anthropology Department  
Boise State University

Subject: Graduate Program in Anthropology for Boise State University

Dear Dr. Plew,

I am writing this letter in support of a graduate program in Anthropology for Boise State University. The need for an Anthropological graduate program at the university is long overdue. The institution is the leading academic program in the state of Idaho and is fast becoming one of the premier universities in the northwest. The addition of a graduate program in Anthropology, which is one of the fastest growing fields of study, will only further cement the university as one of the academic leaders of the region.

Furthermore, due to the fact that the city of Boise is the economic hub for the state of Idaho, a graduate program in Anthropology makes complete sense. Boise is one of the few Idaho cities that can competitively provide opportunities for graduate students to get on the job training that closely ties into their academic research, as well as provide numerous career opportunities after graduation. As the Cultural Resource Manager for the Idaho Army National Guard and the Idaho Military Division I as well as others in the field of Anthropology, are constantly looking for qualified individuals to fill positions and aid in ongoing research. With the addition of a graduate program in Anthropology, students of Boise State University will be well qualified to meet and in most cases, exceed any required qualifications.

I strongly support the addition of a graduate program in Anthropology at Boise State University and as mentioned above, feel that this needed addition will further the institutions academic dominance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jake Fruhlinger".

Jake Fruhlinger  
Cultural Resource Manager  
Idaho Army National Guard and Idaho Military Division



**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 7129  
Boise ID 83707-1129

(208) 334-8000  
itd.idaho.gov

August 16, 2005

Boise State University  
Attn: Mark Plew, Chair  
Department of Anthropology  
1910 University Drive  
Boise, Idaho 83725

**RE: Support for New Master's Programs in Anthropology at Boise State University**

Dear Mark,

I am please to send this letter of support for the development of an anthropology graduate program at Boise State University (BSU).

I am a graduate of BSU's undergraduate program in anthropology (1995). The education and experience I received at BSU was excellent; however, it was the just first step in becoming professionally trained as an archaeologist. Because BSU does not offer a master's degree in anthropology, I was forced to earn an advanced degree in anthropology outside of Idaho's largest metropolitan city. After comparing other anthropology master's degree programs both in Idaho and out of state, I chose to further my education out of state.

I was not looking to complete a program that offered an extensive four-field approach (cultural anthropology, physical anthropology, linguistics, and archaeology) to the discipline, but rather I was interested in an archaeological based program that emphasized a strong ecological perspective to the study of peoples of the past.

If the BSU Department of Anthropology had offered such a program at the time, I would have highly considered it for my advanced education.

The development of master's programs in anthropology at Boise State University would serve the public community, the needs of BSU students, and the professional anthropological and archaeological community in several ways:

- The program would allow students interested in an advanced degree in anthropology to study in Idaho's largest population center.
- The program would allow students interested in an advanced degree in anthropology to gain a broad overview of the diverse nature of the discipline, while focusing on a strong ecological perspective to the study of humans.
- The program would allow students to focus on methods and theories related to preserving the culture, heritage, and diversity of all peoples in Idaho and elsewhere.
- The program would produce professionals in the various areas of archaeology and historic preservation who are firmly grounded in the fundamentals of anthropology.

TRANSPORTATION BOARD  
Charles Winder  
Chairman

John X. Combo  
Vice Chairman  
District 6

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District 1

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District 2

Monte McClure  
District 3

Gary Blick  
District 4

Neil Miller  
District 5

David Ekern, P.E.  
Director

Sue Higgins  
Board Secretary

Currently there are over 100 full-time professional archaeologists employed in the public and private sectors here in Idaho. As you are aware, Idaho has a rich and important history that deserves to be studied by the highest qualified professionals. The development of master's programs in anthropology at BSU is one way to ensure that skilled professionals are being trained for the important archaeological work that will be conducted in Idaho and elsewhere for many years to come.

As a stakeholder in the future well-being of Idaho archaeology and the preservation of Idaho history, I urge you to develop new master's programs in anthropology at Boise State University.

Please feel free to contact me at [marc.munch@itd.state.id.us](mailto:marc.munch@itd.state.id.us) or 208-334-8449.

Sincerely,

A handwritten signature in cursive script that reads "Marc Münch".

Marc Münch  
Transportation Archaeologist



# CANYON COUNTY PARKS, RECREATION & WATERWAYS



CELEBRATION PARK (208) 495-2745

**SHARON PLAGER**  
PARKS SUPERINTENDENT

**PHIL PAYNTER**  
PARKS MANAGER

1115 ALBANY ST.  
CALDWELL, IDAHO 83605

**TOM BICAK**  
DIRECTOR

LAKE LOWELL PARK (208) 467-3989

**BEN KEYES**  
WATERWAYS SUPERINTENDENT

**PAUL BICAK**  
WATERWAYS MANAGER

1 September 2005

To: Mark Plew, Chair, Department of Anthropology

From: Tom Bicak

Re: Letter of Support for Masters Program

Dear Mark:

This letter is in support of the proposed Masters of Arts Program in the Department of Anthropology at Boise State University. It has been our great pleasure to have the Department of Anthropology as our academic partner for the past decade. Your students and our visitors have benefited immensely from our joint ventures and with the advent of the Canyon Crossroads facility and the proposed Masters program at hand, the future looks brighter than ever. As always, you can count on our cooperation with the your Archaeological Field Schools, The Desert Studies Institute and we are grateful for all of the numerous clearances that your Department has performed for us.

The proposed Masters Program will, without a doubt, be one of the most successful programs ever at Boise State. Your faculty is strong and dedicated. They possess remarkable diversity and depth as reflected in their academic offerings and research record. Your facilities are more than sufficient and the market is obvious. The strongest element in your favor and the element that will ensure the success of your endeavor is the wealth of cultural resources available to your potential students. The Black Butte – Guffey Butte Archaeological District and the rest of southern Idaho will be available to you and your students because of the relationships with the managing agency that you have carefully cultivated over the years. There is no other place in the U.S. with the potential that you have created in Idaho.

You have all of the elements in place. You can count on Canyon County for any support that you may require to build and sustain your graduate program. We believe that this program has boundless potential. It will have very positive academic, economic and cultural impacts on our County.

Sincerely

Tom Bicak



August 22, 2005

Mark G. Plew  
Department of Anthropology  
Boise State University  
1910 University Drive  
Boise, ID 83725

Dear Dr. Plew,


As park superintendent for Canyon County Parks, Recreation and Waterways which includes Idaho's first archaeological park, I am writing in support of Boise State University's proposed Masters Program in Anthropology. I am excited about the possibilities this opens up for students interested in advanced cultural studies as well as individuals already engaged in the discipline.

Due to the accelerated growth of industry, the increased number of federally funded projects and changing demographics, there has been an increasing need for professionally trained anthropologists and archaeologists in southwest Idaho over the past several years. After graduation with a bachelor's degree in anthropology, BSU students have had to go to the University of Idaho, Idaho State University or out of state to continue their education. Many students have settled in the areas where they have received their graduate training and have not returned to southwest Idaho. The masters program not only offers BSU undergraduates an advanced education, but would help to retain professionally trained anthropologists in southwest Idaho.

There is also a growing need for additional professional training for individuals already employed in cultural resource related agencies. A masters program at BSU would allow individuals to further their education and increase their skills while remaining on the job.

I commend Boise State University for always striving to meet the needs of the local and regional community. The Anthropology Department has an outstanding undergraduate program and I am confident that its professors will guide students in an exemplary and challenging masters program.

Respectfully,

  
Sharon Plager



File Code: 1500

Date: SEP -2 2005

Dr. Mark G. Plew  
Chair, Department of Anthropology  
Boise State University  
1910 University Drive  
Boise, ID 83725

Dear Dr. Plew:

We extend our support for the establishment of a Master of Arts in Anthropology and Master of Applied Anthropology at Boise State University. Since 1989, we have worked with the Department of Anthropology to hire students as archeological technicians for work on excavations and surveys. We currently employ two BSU students in this capacity.

The Department of Anthropology is widely recognized for the emphasis faculty place on student participation in research and field studies projects. As a result of this "hands-on" approach, students are well versed in the methods and techniques critical to the discipline. We are pleased with the caliber of BSU students and the quality of work they perform.

These students, however, must pursue a graduate degree in anthropology at other universities to advance their professional careers. A master's degree is required to meet the Secretary of Interior's professional qualification standards. The standards are integral to the National Historic Preservation Act, Section 106 compliance process, which drives the majority of work in the private, State, and Federal sectors. A master's degree will increase the employment potential of BSU students.

We look forward to the establishment of a local graduate program in anthropology. The master's degree will greatly enhance the outstanding academic opportunities at Boise State University.

Sincerely,

RICHARD A. SMITH  
Forest Supervisor

cc: Susanna D Osgood





# United States Department of the Interior



BUREAU OF RECLAMATION  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

IN REPLY REFER TO: **PN 6514**

Dr. Mark Plew  
Department of Anthropology  
Boise State University  
1910 University Drive  
HWSC Room 55  
Boise, ID 83725-1950

Dear Dr. Plew:

I am writing to support the proposed Master's Program in Anthropology at Boise State University. As a federal archaeologist, a Ph.D. candidate at Southern Methodist University, and an adjunct instructor at BSU, I'd like to offer a few observations for your consideration. In my profession, I see a vacuum in anthropological education and praxis in the inland Northwest. Currently, the University of Idaho and Eastern Washington University are the only graduate programs in our region. They are decent programs but lack the amenities to support a diverse academic curriculum and good prospects for employment.

Idaho is booming right now. Urban development and resource extraction are driving a critical need for archaeologists, who protect and salvage cultural sites as required to comply with state and federal laws. Local employers such as large environmental firms, the state and federal government, and Native American tribes must recruit out-of-state talent from Washington, Oregon, and further afield. Good research is scarce since most compliance work is conducted at a rapid pace. As a result, Idaho's ancient and historic heritage are consistently under-represented at regional and national professional conferences and in the academic and public media. A graduate program in anthropology would help fill these voids. Such a program would be an asset to the academic landscape of the university, attracting a higher caliber of faculty and graduate students alike. Undergraduate education, too, thrives in the high-energy environment of a department that "buzzes" with new ideas, debate, and research.

I hope you will take these facts into consideration in your decisionmaking. And if you approve the new program, please remember provide adequate access to research and teaching assistantships; in the current economic climate this will give BSU a competitive edge in recruiting high-caliber students. Thanks for your attention, and feel free to contact me with any questions.

Sincerely,

Pei-Lin Yu



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Boise District Office

3948 Development Avenue

Boise, Idaho 83705

<http://www.id.blm.gov/offices/lsrcd>



In Reply Refer To:  
8100 (120)

AUG 19 2005

Dr. Mark Plew  
Department of Anthropology  
Boise State University  
1910 University Drive  
Boise, Idaho 83725

Dear Dr. Plew:

I would like to support your proposal to establish a graduate program in Anthropology at Boise State University. As you know, those seeking a graduate degree must now attend programs at Idaho State University and University of Idaho or out of state. The BSU program would be of value to the local professional community serving Boise and surrounding communities.

Currently, there is an absence of professional training in the Boise area for archaeologists. Boise has several federal agencies employing archaeologists on their permanent staff and contracting with local consultants on a regular basis. These professionals are working within the confines of shrinking budgets and are looking for training opportunities and continuing education as well as graduate degrees. The BSU program would provide these opportunities without the added cost of travel.

I applaud your efforts to bring a professional level of training to Boise State University.

Sincerely,

Jerry L. Taylor  
Acting District Manager

cc:  
Stan McDonald (ID-931)  
Dean Shaw (ID-110)

*Journal of Northwest Anthropology*  
625 North Garfield  
Moscow, ID 83843-3624  
24 August 2005

Dr. Mark G. Plew, Chairman  
Department of Anthropology  
Boise State University  
1910 University Drive  
Boise, ID 83725

Dear Mark:

It is difficult to remember how many years ago that your department proposed a major in anthropology and the claim was made that this would create an over-supply of anthropology graduates. Since then this fear has not proven true and I can only suggest that the same logic applies to the Master's degree. Three schools offering the degree would mean that the state faculty available to the graduate student is increased in numbers and quality. The programs at all state schools would be strengthened and increase the communication between the departments. It is still a win-win proposal.

Several years ago a joint program was proposed and accepted in theory by the University of Idaho and Idaho State University. This program did not come to fruition due largely to faculty fear and inertia. The development of the Master's in anthropology at Boise State University would make such a joint program even more logical and strong.

While I cannot speak for the department at the University of Idaho, I was present at the separation of the department as a unit with sociology in 1967 and the formation of the Laboratory of Anthropology. After a tenure of 35 years I think I can speak with some authority on what would be of the greatest benefit to the field of anthropology in the university system of the state. An equal and well functioning Master's program at Boise State University would be of benefit to all three universities and has my support.

Sincerely,



Roderick Sprague  
Professor Emeritus  
of Anthropology

Russell T. Gould, Ph.D.  
452 Tiffany Trail  
Richardson, TX 75081

16 August 2005

Mark G. Plew, Ph.D.  
Department of Anthropology  
Boise State University  
1910 University Drive  
Boise, ID 83725-1950

Dr. Plew:

I am writing to support the creation of an Anthropology master's degree program at Boise State University. I believe this represents an important step forward in the state's long-term plan to emphasize social science education at BSU. While the creation of the master's program can be seen as simply remaining consistent with this plan, there are a number of benefits that deserve elaboration.

After graduating from BSU and continuing in my graduate studies, I always ended up with at least one fellow student who had received a Boise State anthropology degree. Among the BSU cohort with which I graduated, a significant majority continued on to graduate schools across the country. I believe that we succeeded and thrived because of the combination of academic coursework, field research, and laboratory training that distinguishes BSU, a characteristic that makes the program stand apart from those offered at other institutions. As beginning graduate students, many anthropologists struggle with inexperience in one of these three areas, many never having worked in the field or prepared publications. BSU emphasized research from the field through the lab and publication, exposing students to the realities of the discipline which made us highly sought after as assistants. That broad-spectrum training was important in our securing fellowships and assistantships that allowed us to earn our advanced degrees.

While advanced degrees in anthropology are often discussed only in the context of the academic milieu—they also serve those working in a diverse array of professional careers. There are many professional anthropologists working in careers near their disciplinary roots, such as federal and state agency archaeologists, social researchers, and forensic investigators, but the potential job spectrum doesn't end there. One needs to look no farther than my own experience as a data architect and integration lead to see but one far-reaching example. The skills in reasoning, research, data management, and statistical analysis first developed during my time in BSU's anthropology program are the foundation used to accomplish my job. In my case, these served the successful effort to deploy and maintain explosive detection systems across all U.S. airports as part of a post-9/11 congressionally mandated security initiative. That is far from what most expect when hearing that someone is an anthropologist, but there is no doubt that my three

degrees in anthropology assisted in my contribution to this multi-billion dollar project. The breadth of knowledge and skills that I developed as an anthropologist have been instrumental in my professional achievements.

As the master's program is considered, the broad implications of its potential impact should not be underestimated. There are many professionally trained anthropologists achieving important public and private goals, activities well outside of the mainstream notion as to what it means to be an anthropologist. With the recent strengthening of the BSU anthropology faculty—now possessing significant expertise in all of the major subfields of anthropology—it is well-positioned to train the next generation of graduate students. I look forward to seeing where and how far these students go. I fully endorse your efforts to make this graduate program a reality.

A handwritten signature in black ink, appearing to read 'Russell T. Gould', written in a cursive style.

Dr. Russell T. Gould

*Jody A. Ault*  
1393 W. Victory  
Meridian, ID 83642

August 18, 2005

Dr. Mark Plew  
Chair Anthropology Department  
Boise State University  
1910 University Dr.  
Boise, ID 83725

Dear Dr. Plew,

I understand that Boise State University is considering the addition of a Master of Arts in Anthropology program. This is a move that I believe would greatly benefit the people of Southern Idaho.

As you know, I have entered the graduate program at Boise State University and have been accepted in the History Department. This was not my first choice. My choice of a Masters program was limited mostly by my inability to relocate. There does not exist a graduate program in Southern Idaho for Anthropology. As the mother of high school age children and the wife of a self-employed local businessman, I am bound to the Boise Valley and was unable to continue with my desired education in Anthropology.

However, because of my love of Anthropology, I have chosen to study the early contact period of American History. In this way, I can continue, to a very limited degree, to use my Bachelors degree in Anthropology and my Native American Studies Minor to pursue a graduate degree. This was not the best option, but the only one that was available to me.

When the Master of Arts in Anthropology becomes available, I would like to discuss with you the possibility of entering the program.

Respectfully,

  
Jody A. Ault



September 19, 2005

Dr. Mark Plew  
Chair, Department of Anthropology  
Boise State University  
Boise, ID

Dear Dr. Plew

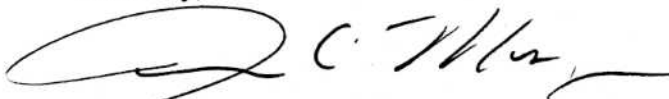
It is my pleasure to express my enthusiastic support for the proposed Master of Arts degree in Anthropology at Boise State University. The Department of Anthropology has shown itself to have the academic acumen, depth, and productivity necessary for such a program to be successful.

I'm especially excited because of the interactions that the new MA Anthropology program will have with other graduate programs on campus. Two examples come immediately to mind: (i) The migration patterns of aboriginal peoples (MA in Anthropology) can be studied using the sequencing of mitochondrial DNA, exactly the same technique used to study the evolutionary relationships of plants and animals (MS in Biology). (ii) Geographic Information Systems (GIS) for the analysis of spatial data (MS in Geology). GIS analysis has proven extremely important to the study of biological communities (MS in Biology) and is very important in studying the degree to which anthropogenic processes have impact on the natural environment and are therefore in need of management policies to regulate those processes (MA in Public Policy). GIS also will be of great use to those who study the spatial relations of artifacts and the movements of aboriginal peoples (MA in Anthropology).

I'm also excited about the potential for interaction in the forensic sciences realm. Our Dr. Greg Hampikian is an expert in forensic DNA analysis, and your new physical anthropologist, Dr. Margaret Streeter, is an expert in forensic anthropology. Between them we have quite a team of forensic experts at Boise State.

Finally, I look forward to our cooperation in the realm of coursework. Anthropology students will benefit from our coursework in anatomy and genetics, and Biology students can benefit from your coursework in human evolution.

Sincerely,



James C. Munger, PhD  
Department Chair and Professor  
Department of Biology

Dr. Mark Plew  
Professor and Chair  
Department of Anthropology  
Boise State University

September 16, 2005

Dear Mark:

It is my pleasure to write this letter of support for the proposed Master of Arts program in Anthropology – what a great addition to the graduate portfolio of Boise State University! As you know, Idaho's population ranks behind most other states in the percentage of people who have obtained advanced degrees. Increased availability of graduate programs like the one being proposed will be important in addressing this issue, and offering it here at Boise State will allow many of Idaho's residence to have more direct access to the program, enhancing its potential impact.

Modern research in Anthropology has grown in scope and now connects with an amazingly rich landscape of interdisciplinary science. In that regard, the faculty of the Department of Geosciences look forward to building collaborative course offerings and research activities with members of the Anthropology Department, when desired or appropriate, to help support the new MA program. In particular, some of the new isotope geochemistry analytical facilities housed in our department may provide a resource that your faculty and graduate students will find valuable in conducting their research and teaching – we appreciate the opportunity to work together with you, the rest of the Anthropology faculty, and your new graduate students when the need arises. Based on discussions with other department Chairs, I know that faculty in other allied sciences – Biology, Chemistry, Physics, etc. – feel the same way and are excited about the possibilities your new MA program will promote for collaborative teaching and research.

In conclusion, thanks for the vision and hard work in building the foundation for a new Master of Arts program in Anthropology. Boise State University and the broader community of Idaho will be well served by the availability of this program in the future.

Best Regards,



C. J. Northrup  
Associate Professor and Chair  
Department of Geosciences  
Boise State University

**From:** Michael Blankenship  
**To:** Plew, Mark  
**Date:** 5/12/2005 5:43:07 PM  
**Subject:** Fwd: Re: MA notice of intent

Dr. Michael B. Blankenship  
Dean, College of Social Sciences & Public Affairs  
Boise State University  
(208) 426-3776  
(208) 426-4318 (fax)  
<http://sspa.boisestate.edu>

CARPE DIEM ANTE DIES TE CARPIT

>>> Sona Andrews 5/12/2005 5:38:48 PM >>>  
Mike,

I am glad the two departments were able to see the benefits and figure out how to work together. This is to everyone's benefit to have a range of expertise for graduate committees and field work opportunities.

S

Sona K. Andrews  
Provost and Vice President for Academic Affairs  
Boise State University  
1910 University Drive  
Boise, ID 83725-1000

phone: 208.426.1202  
fax: 208.426.3779  
[SonaAndrews@boisestate.edu](mailto:SonaAndrews@boisestate.edu)

>>> Michael Blankenship 5/12/2005 5:28:31 PM >>>  
Your suggestion for areas of cooperation with ISU appear to have resulted in a change of attitude. It seems that they now support us going forward with a proposal. I am confident that Mark will try to find a way to work with the anthropology faculty at ISU and U of I.

Dr. Michael B. Blankenship  
Dean, College of Social Sciences & Public Affairs  
Boise State University  
(208) 426-3776  
(208) 426-4318 (fax)  
<http://sspa.boisestate.edu>

CARPE DIEM ANTE DIES TE CARPIT

From Dr. Anthony Stocks  
At the time of this email he was  
Chair of the Department of Anthropology  
Idaho State University

>>> Anthony Stocks <[astocks@isu.edu](mailto:astocks@isu.edu)> 5/12/2005 12:37:37 PM >>>

Hi Mark, I have communicated to our Dean that we agree that the Boise area students would be benefited by the new programs and that the engagement of the two departments might be enhanced by having

parallel graduate programs. In the end, it doesn't seem worth scrapping about. All those Boise students might be drifting off to Oregon or Washington, or not attending grad school at all, if you can't offer opportunities in your service area. Some aspects of institutionally-mixed committees can be handled by having the faculty member involved be accepted as a member of the graduate faculty of the sister institution. I serve on a couple of Ph.D. committees at UI through that mechanism and it can be handled on a case by case basis. Other aspects can be handled through phone or tele-conferencing. We are always willing to cooperate in this regard.

As for the summer, I have agreed to work for USAID/Ecuador for at least six weeks in trying to resolve some problems with an indigenous project in the lowlands that has stalled. The project was supposed to deal with the demarcation, and ultimately the legalization, of lands of the remaining lowland groups, most of which, like the Waorani, the Cofan, the Awa, etc., are well-known to the literature. The mission may also be concerned about what their programmatic reaction should be to the increase in militancy by the highland groups who recently were a strong force in booting the president out of office, yet again. On the surface it seems to be a classic "entre la pared y la espada" problem. Incoming presidents promise populist reforms until they have their first meetings with the IMF and the World Bank and they find that cannot keep promises without removing themselves from the international monetary system.

Are you involved in a field school this year?

Tony

Mark Plew wrote:

Hi Tony, Sorry for not getting back sooner but it is that time of year. Good to hear from you. I believe that my Dean and our Provost do support continued dialog and cooperation between our departments....something that we have been long committed to....you may remember that I brought the entire ISU anthropology faculty to Boise a number of years ago to discuss joint efforts...so of course BSU remains as always committed to working cooperatively with colleagues and other departments around the state and region....we believe, however, that our proposed graduate programs do not duplicate those at ISU....in fact, we have little interest in providing a four field M.A. and will not...further, we do not believe that what we intend to do with our "applied" masters will duplicate what you are doing at ISU.....the focus of our programs will mean that we do have the depth and breadth of Ph.D. faculty to provide a quality graduate education....we believe, as well that your concerns about duplication reflect another time and place.....BSU's mission and service area require that we provide these opportunities....as such we are not interested in pursuing a joint program....but having said that, let me reiterate that we think the implementation of a graduate program at Boise State could be the catalyst for much new cooperation between our departments....to include student and faculty exchanges, joint field programs, and graduate student committee service....it seems very obvious that one of Ziker's students will ask Herb to serve on a committee....that makes good sense....we seek not to compete but to enhance the growth and development of our program in meeting the needs of students in our service area....our programs should frankly enhance opportunities for cooperation....further, we do not believe that we will compete for the same students....almost 50% of BSU anthropology graduates in the past 25 years have gone on to graduate school....of those....only three have gone to ISU...so we are hoping that this is not a concern....again, we are committed to cooperation....but also to the continued enhancement of our programs....as I note...these need not compete with ISU....and our intention is not to have them do so....we look forward to developing a working relationship with your department and believe that our new programs will facilitate that! best, Mark PS. What are your plans for the summer? Anthony Stocks <[astocks@isu.edu](mailto:astocks@isu.edu)> 5/9/2005 12:12:23 PM >>> Hi Mark. I wanted to touch bases with you about your department's NOI for the two MA programs. As you probably are aware, we objected to the duplication as we have both a 4 field M.A. and a M.S. non-thesis "applied" option for CRM people and others who want to take fewer than 4 seminars and who may not be interested in learning a language. At any rate, our respective deans talked it over and the department received a note from our dean: 1. that your department felt there was no duplication 2. that the NOI was consistent with BSU's 8 year plan. There was also a suggestion that the two departments "talk." At first I thought talk would be empty, that our objections had been ruled out; however our Dean says that your Provost really does want us to talk. This, I think, might be a good thing. You may recall that we tried to organize a joint Master's system in the state at one point where, say, people studying with Maschner could have Ziker on their committee and so forth. Is there any chance we could renew that discussion to

**From:** Donald Tyler <dtyler@uidaho.edu>  
**To:** Kathy Aiken <kaiken@uidaho.edu>  
**Date:** 7/31/2006 12:59 PM  
**Subject:** BSU M.A. in Anthropology Proposal

**CC:** Mark Plew <MPLEW@boisestate.edu>  
31 July 06

Professor Katherine Aiken  
Dean, College of Letters and Social Sciences  
University of Idaho  
Moscow, Idaho 99164-3254

Katherine,

Boise State University has a proposal to add an M.A. in Anthropology to their anthropology program. I have discussed the new program with the Chair of the department of anthropology at Boise State, Mark Plew. Since we do not overlap in regional research or in most course matter, my department has no objections to BSU adding an M.A. in Anthropology. I and the Soc/Anth/JS faculty have the continuing general concern to leave Idaho as the leading research institute in the state.

Thanks,

Don Tyler

Donald E. Tyler  
Professor & Chair  
Dept. of Soc/Anth/JS  
University of Idaho  
Moscow, Idaho 83844-1110  
Office: 208-885-6752  
Fax: 208-885-2034

From Dr. John Kijinski  
Dean of the College of Arts and Sciences  
Idaho State University

-----Original Message-----

From: John Kijinski [mailto:kijjohn@isu.edu]

Sent: Tuesday, May 17, 2005 9:25 AM

To: Robert Wharton

Subject: Re: FW: BSU plans for grad degree in anthropology

Tony Stocks, chair of Anthropology, has talked with his counterpart at BSU. BSU does not want to do a cooperative degree program, but they claim that they do want to look for more opportunities for cooperation in the future. Although Stocks thinks that there is some duplication in what BSU is proposing, he does not oppose their NOI.

John

Robert Wharton wrote:

>John: can you help with this one? Thanks, Bob

>

>-----Original Message-----

>From: Sona Andrews [mailto:sonaandrews@boisestate.edu]

>Sent: Sunday, April 24, 2005 7:00 PM

>To: rwharton@isu.edu

>Cc: Jack Pelton; Michael Blankenship; Stephanie Witt

>Subject: BSU plans for grad degree in anthropology

>

>Bob,

>

>As you know, we have a formal process of circulating NOIs with all  
>other Idaho universities and colleges when an NOI is forward to the SBOE  
>office. I see real benefit of consulting before this formal stage and  
>what you might not know is that I have implemented a process BSU  
>whereby I do not allow our NOI's to leave our campus until there has  
>been consultation with our sister institutions that are either already  
>offer a similar program and/or where we see benefits of collaboration. I  
>encourage our faculty and deans to have those conversations at the  
>department or college level where I think the most meaningful  
>discussions can take place.

>

>I am e-mailing specifically about a proposal that our college of Social  
>Science and Pubic Affairs would like to advance internally to created a  
>masters program in anthropology. It is a program on the 8 year plan.  
>Our Dean in Social Science and Public Affairs, Mike Blankenship, has  
>been in contact with your Dean of Arts and Sciences, John Kijinski, on  
>this matter. Kijinski initial reaction to our proposed program was he  
>believed our program "duplicated what ISU already does." He stated that  
>ISU has " had an applied MS in anthropology for the past 8 years with a  
>non-thesis option. We do applied anthropology in the biological, health,  
>cultural, and linguistic areas and advertise ourselves as the only  
>applied Master's program in the state. We don't believe starting two new  
>anthropology programs would be an effective use of funds. We think,  
>however, that it would make sense at this time to begin once again  
>discussion of a joint MA/MS program in which we could share our  
>resources and areas of expertise rather than compete. What are your  
>thoughts on this?"

>

>Our Dean Blankenship followed up with Kijinski again and suggested that  
>the anthropology depts. get together and see how they might collaborate.  
>I just wanted you to know that we have yet to hear back from ISU .  
>  
>I am not sure what collaborations are even possible or that either of  
>institution would want to pursue, however, I wanted to make you aware  
>that we are moving forward with our internal processes.  
>  
>Please let me know if you need additional information or wish to talk  
>more about this.  
>  
>Sona  
>  
>Sona K. Andrews  
>Provost and Vice President for Academic Affairs  
>Boise State University  
>1910 University Drive  
>Boise, ID 83725-1000  
>  
>phone: 208.426.1202  
>fax: 208.426.3779  
>SonaAndrews@boisestate.edu  
>  
>  
>

**From:** Anthony Stocks <astocks@isu.edu>  
**To:** <mplew@boisestate.edu>  
**Date:** 5/9/2005 12:13:07 PM  
**Subject:** MA notice of intent

From Dr. Anthony Stocks  
At the time of this email he was  
Chair of the Department of Anthropology  
Idaho State University

Hi Mark. I wanted to touch bases with you about your department's NOI for the two MA programs. As you probably are aware, we objected to the duplication as we have both a 4 field M.A. and a M.S. non-thesis "applied" option for CRM people and others who want to take fewer than 4 seminars and who may not be interested in learning a language. At any rate, our respective deans talked it over and the department received a note from our dean: 1. that your department felt there was no duplication 2. that the NOI was consistent with BSU's 8 year plan. There was also a suggestion that the two departments "talk." At first I thought talk would be empty, that our objections had been ruled out; however our Dean says that your Provost really does want us to talk. This, I think, might be a good thing. You may recall that we tried to organize a joint Master's system in the state at one point where, say, people studying with Maschner could have Ziker on their committee and so forth. Is there any chance we could renew that discussion to encompass only ISU and BSU at this point? One of our objections was that BSU did not have the depth or breadth of Ph.D. faculty for the M.A., but that objection would certainly be moot if we considered the anthropologists at the two institutions to be one faculty for M.A. and M.S. purposes. And our objection of duplication would also be rendered moot by a joint program.  
Tony

**CC:** John Kijinski <kijjohn@isu.edu>



## Appendix B: Comparison of Undergraduate and Graduate Programs in Anthropology at Boise State University, University of Idaho, and Idaho State University

	Boise State University	University of Idaho	Idaho State University
<b>Number of Faculty</b>	1 tenured professor 1 tenured associate professor 3 tenure-track assistant professors	2 tenured professors 3 tenured associate professors 1 tenure-track assistant professor	4 tenured professors 1 tenured associate professor 3 tenure-track assistant professors
<b>Numbers of Undergraduate and Graduate Students:</b>	88 undergraduate students (includes minors)	116 undergraduate students (includes minors) 22 graduate students	68 undergraduate students (includes minors) 21 graduate students
<b>Undergraduate Program</b>	<p>Major: 40 credit hours (14 required courses) from a total of 34 courses offered; The B.A. program requires:                      ANTH 101 Physical Anthropology                      ANTH 102 Cultural Anthropology                      ANTH 103 Introduction to Archaeology                      ANTH 200 Kinship and Social Organization                      ANTH 201 History and Theory in Anthropology                      Two of the following:                          ANTH 203 Old World Prehistory                          ANTH 209 Issues in Global Diversity                          ANTH 215 Cultural Concepts in Anthropology                          ANTH 216 Comparative Religion                          ANTH 219 New World Prehistory                      Two of the following:                          ANTH 303 Human Paleoecology                          ANTH 312 Prehistory of North America                          ANTH 400 Hunter-Gatherers                          ANTH 401 Human Evolution and Paleoanthropology                      Two of the following:                          ANTH 307 Indians of North America                          ANTH 314 Environmental Anthropology                          ANTH 425 Medical Anthropology                          ANTH 428 Urban Anthropology                      Two additional upper division anthropology elective courses</p>	<p>Major: 48 Anthropology credits (10 required courses, 43 offered), The B.A. program requires:                      ANTH 100 General Anthropology                      ANTH 220 Peoples of the World                      ANTH 230 World Prehistory                      ANTH 231 Introduction to Archaeology                      ANTH 251 Intro to Physical Anthropology                      ANTH 410 Research Methods                      ANTH 420 Anthropological History &amp; Theory                      ANTH 428 Social and Political Organization                      ANTH 441 Intro to the Art of Language or ANTH 261 or ANTH 450                      SOC 101 Introduction to Sociology                      Five additional upper division anthropology elective courses.                      Four upper division electives in other fields</p>	<p>Major: 33 credit hours (13 required courses) plus 15 elective major credits for 48 total. The B.A. program requires:                      ANTH 107 The Nature of Language                      ANTH 203 Introduction to Archaeology                      ANTH 205 Intro to Arch Lab                      ANTH 230 Intro to Biological Anthropology                      ANTH 231 Intro to Bio Lab                      ANTH 250 Intro to Socio-Cultural Anthropology                      One of the following:                          ANTH 237 Peoples and Cultures of the Old World                          ANTH 238 Peoples and Cultures of the New World or ANTH 239 Latino Peoples and Cultures                          ANTH G401 History and Theory of Socio-cultural Anthropology                      ANTH G403 Method and Theory in Archaeology                      ANTH G430 Human Origins and Diversity                      One of the following:                          ANTH G450 Intro to Socio-Linguistic Anthropology                          ANTH G455 Linguistic Analysis I                          ANTH G458 Historical Linguistics                      ANTH 492 Senior Seminar                      ANTH 495 Department Colloquium                      3 Upper division elective courses                      ENGL 307 Technical Writing                      MATH 253 Introduction to Statistics</p>

<p><b>Description of Graduate Program:</b></p>	<p>Proposed:  <b>MA in Anthropology</b> (34 credits):          ANTH 501 Synchronic Methods in Anthropology          ANTH 502 Diachronic Methods in Anthropology          ANTH 503 History and Theory in Anthropology          ANTH 504 Quantitative Methods in Anthropology          ANTH 600 Comprehensive Exam          Fifteen additional graduate level credits</p> <p><b>Master of Applied Anthropology</b> (34 credits):          ANTH 501 Synchronic Methods in Anthropology          ANTH 502 Diachronic Methods in Anthropology          ANTH 503 History and Theory in Anthropology          ANTH 504 Quantitative Methods in Anthropology          ANTH 591 Project          ANTH 600 Comprehensive Exam          Fifteen additional graduate level credits</p>	<p><b>MA in Anthropology</b> (30-36 credits)          Requirements:          ANTH 510 Research Methods          ANTH 511 Human Evolution          ANTH 521 Contemporary Issues in Anthropological Theory          ANTH 530 Introduction to Archaeological Theory and Method          Remaining credits in courses in Anthropology and supporting fields</p>	<p><b>MA in Anthropology</b> (30 credits minimum)          ANTH 605 Seminar in Linguistic Anthropology          ANTH 615 Seminar in Biological Anthropology          ANTH 625 Seminar in Socio-Cultural Anthropology          ANTH 635 Seminar in Archaeology          ANTH 641 Research Project OR          ANTH 650 Thesis          Nine additional graduate level credits</p> <p><b>MS in Anthropology</b> (30 credits minimum)          ANTH 641 Research Project OR          ANTH 650 Thesis          Two of the following:          ANTH 605 Seminar in Linguistic Anthropology          ANTH 615 Seminar in Biological Anthropology          ANTH 625 Seminar in Socio-Cultural Anthropology          ANTH 635 Seminar in Archaeology          Nine credits of coursework in advanced techniques and methods in anthropology          Six additional graduate level credits</p>
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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 21-22, 2007**

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

**SUBJECT**

Approval to change the name of the Renaissance Institute to the Osher Lifelong Learning Institute

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section 1.K.

**BACKGROUND**

The Boise State Renaissance Institute was created to allow adult learners to expand their intellectual horizons and enrich their lives. The Institute provides both stimulating learning and social interaction through a lecture series and short courses that respond to the educational interests of mature adults. The Renaissance Institute is offered in cooperation with community organizations and is open to anyone who wants to participate.

The Renaissance Institute recently received a \$100,000 grant from the Bernard Osher Foundation. One of the grant stipulations is that Boise State's Renaissance Institute be renamed the Osher Lifelong Learning Institute of Boise State University.

**DISCUSSION**

The Bernard Osher Foundation, founded by Bernard Osher in 1977, benefits a wide range of educational and cultural programs in the U. S. and beyond. One of their key focus areas is programs addressing the educational needs of adults age 50 and over. They do this via Osher Lifelong Learning Institute grants provided for vibrant learning communities of seasoned learners associated with institutions of higher education across the nation.

When choosing grantees, the Foundation uses a formal RFP process and selects their grantees based on careful scrutiny of the proposal, the sponsoring higher education institution and the existing program. The Osher Foundation expects lifelong learning programs to reflect the culture and interests of the community in which they exist. The grant carries only two stipulations. The programs selected must be renamed Osher Lifelong Learning Institutes, and all funds provided are to be used only for the program itself and not for university overhead expenses. The grant is for \$100,000 the first year and is renewable for two additional years.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 21-22, 2007**

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

After the initial three years, programs that are thriving (as demonstrated by 500 active members engaged in a vibrant curriculum) qualify for consideration for a permanent funding in the form of a \$1,000,000 endowment. The Osher Foundation selects programs that they feel have the best chance of success and has not yet refused the endowment to any institution that has become an Osher Foundation grant recipient. Among the institutions housing Osher Lifelong Learning Institutes are Rutgers, Carnegie Mellon, the University of Utah, Duke, the University of Washington, the University of California at Berkeley, Tufts and Brandeis University. Idaho is one of only four states that do not have an Osher Lifelong Learning Institute. Boise State University is not obligated to continuing carrying the Osher Lifelong Learning Institute name if funding is not granted.

**IMPACT**

Funding from the Osher Foundation would be used to help to strengthen, sustain, and support the existing program and expand programming in new and creative directions. This would include adding field trips, longer educational journeys and dual programs where faculty from distant sister institutions present joint lectures to Institute audiences using distance education technology. Funding would also be used to increase honorariums, expand marketing, purchase new equipment, and hire an additional administrative staff member.

The Foundation also maintains a national Resource Center for Osher Life Long Learning Institutes which hosts an annual conference, providing invaluable networking opportunities, exposure to new ideas, processes, and colleagues across the nation. While Boise State's program is healthy and growing, the Osher grant funds would secure its existence and allow it to expand its current offerings while serving more Idaho citizens.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff and CAAP recommend approval as presented. The BAHR committee has been consulted and does not have any objections with the request and recommends approval.

**BOARD ACTION**

A motion to approve changing the name of the Renaissance Institute to the Osher Lifelong Learning Institute at Boise State University.

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

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS  
FEBRUARY 21-22, 2007**

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

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

K. Naming/Memorializing Buildings and Facilities

April 2002

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4. All requests for naming outside the presidents' delegated authority, and all delegated naming authority reporting, shall be made to the Board's Business Affairs and Human Resources Committee. When applicable, concurrent request shall be made to the Board's Instruction, Research and Student Affairs Committee.

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**  
**FEBRUARY 21-22, 2007**

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**SUBJECT**

New Instructional Unit – Center for Teaching and Learning – Boise State University

**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.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.

**DISCUSSION**

Boise State University proposes to establish a new Center for Teaching and Learning designed to support instructors (faculty, adjuncts, graduate and students) across the university. It will provide a variety of services and development opportunities to teachers. The existing Academic Technologies and the Service–Learning Program, which have supported specialized aspects of teaching to the Boise State community, will be part of the center.

The Center for Teaching and Learning will also provide central support for the preservation of the core mission of quality undergraduate education and will help to integrate the teaching and scholarship components of BSU’s strategic plan.

The Center for Teaching and Learning will provide services to individuals and departments seeking to improve student learning in their classes and programs. In addition to its own programs for faculty development, the Center will act as a clearinghouse - coordinating, highlighting and disseminating instructional support from across the university. It will provide support for instructors wishing to engage in the scholarship of teaching. Some opportunities already exist at Boise State University to improve student learning through improvements and innovations in teaching. However, these opportunities are not widely available. The creation of the Center will provide a consistent foundation for the development of teachers on campus and will ensure that all instructors across the campus have access to high-quality opportunities for improvement and innovation.

Activities of the center will be assessed for quality and impact and measured against the mission of the Center and of Academic Technologies and Service Learning. Assessment processes will include tracking of faculty and instructor participation in events and use of services as well as regular surveying of participants for their perception of the effectiveness of Center activities. In addition, the Center will examine its impact on outcomes related to student learning such as student retention rates, rates of course withdrawals and failures, and responses on national surveys such as the National Survey of Student



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Engagement and the Faculty Survey of Student Engagement. The Center's staff will regularly review these data in order to engage in a process of continuous reflection and improvement.

There is a Center for Teaching and Learning at Idaho State University (ISU) that has had great success in supporting the needs of instructors at ISU. BSU's Center for Teaching and Learning will provide similar support to the teaching community at Boise State. Neither Center offers any degree programs. Because instructors at each institution need local resources, there is a need for each institution to have its own Center for Teaching and Learning. However, plans have already been made for collaborative efforts between the Idaho State University Center for Teaching and Learning and the Boise State University Center for Teaching and Learning. The University of Idaho and Lewis-Clark State College provide services in support of teaching to their faculty and instructional staff through decentralized programs, rather than through a centralized campus office.

High quality undergraduate education is central to the mission of Boise State University. The mission of the Center for Teaching and Learning is to support, promote and enhance teaching effectiveness and to facilitate engagement in student learning among faculty and instructors at Boise State. As such, it serves an important role in ensuring the quality of undergraduate education.

**IMPACT**

Estimated Fiscal Impact	FY <u>07</u>	FY <u>08</u>	FY <u>09</u>	Total
<b>A. Expenditures</b>				
1. Personnel	\$152,000	\$242,000	\$242,000	\$636,000
2. Operating	48,000	158,000	158,000	\$364,000
3. Capital Outlay	0	0	0	
4. Facilities	0	0	0	
<b>TOTAL:</b>	<b>\$200,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$1,000,000</b>
<b>B. Source of Funds</b>				
1. Appropriated Reallocation	\$200,000	\$400,000	\$400,000	\$1,000,000
2. Appropriated – New				
3. Federal				
4. Other				
<b>TOTAL:</b>	<b>\$200,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$1,000,000</b>
<b>C. Nature of Funds</b>				
1. Recurring *	\$200,000	\$400,000	\$400,000	\$1,000,000
2. Non-recurring **				
3. Federal				
<b>TOTAL:</b>	<b>\$200,000</b>	<b>\$400,000</b>	<b>\$400,000</b>	<b>\$1,000,000</b>

\* 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.

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**ATTACHMENTS**

N/A

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff and CAAP recommend approval as presented.

**BOARD ACTION**

A motion to approve Boise State University's request to establish a new Center for Teaching and Learning as presented.

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

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

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

SECTION: III. POSTSECONDARY AFFAIRS

G. Program Approval and Discontinuance

April 2005

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**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.

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c. Routine Changes

Non-substantive changes, credits, descriptions of individual courses, or other routine catalog changes do not require notification or approval. Institutions must provide prior notification of a name or title change for programs, degrees, departments, divisions, colleges, or centers via a letter to the Office of the State Board of Education.

**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 next CAAP meeting for initial review prior to being forwarded to the Board for approval.

(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 the discretion of the Chief Academic Officer, the request may be forwarded to the CAAP for review and recommendation. Professional-technical requests will be forwarded to the

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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 Chief Academic Officer's or CAAP's 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.

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**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 Executive Master of Business Administration (EMBA) – University of Idaho

**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)

**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. In accordance with Board Policy III.G.4, (a) (2), the Executive Director is authorized to approve, prior to implementation, any new academic program, instructional unit, minor, option, or emphasis with a financial impact of less than \$250,000 per year.

**DISCUSSION**

The University of Idaho proposes to introduce an Executive Master of Business Administration (EMBA) program in northern Idaho. The proposed EMBA program provides a unique learning opportunity for highly motivated business executives, mid-level managers, and professionals to earn an MBA degree in 24 months without interrupting their careers. The proposed EMBA Program will admit cohorts of approximately 30 students who will meet two contiguous Friday-Saturday periods per month. In addition, the cohorts will meet for a one week summer intensive workshop during August of each year. The program will require completion of 48 credits of coursework. New cohorts will begin coursework on the Coldwater Creek campus in Sandpoint in odd numbered years (starting in the fall of 2007) and at UI facilities in the Coeur d'Alene-Post-Falls area in even numbered years (starting in the fall of 2008). This format will provide an opportunity for new students to join the program each year and will offer a choice of locations. New students may enroll in either location.

The motivation for the EMBA came from discussions with Dennis Pence, CEO of Coldwater Creek. Other business organizations in northern Idaho were contacted and management education surveys were conducted to further gauge interest. This process resulted in a formal written commitment from Coldwater Creek committing 22-23 seats for the initial cohort and approximately 20 seats per cohort in subsequent cohorts. Other regional businesses, such as Avista Utilities, LiteHouse Foods, and the Alsaker Corporation have also expressed interest in the EMBA.

The University of Idaho anticipates a minimum annual demand of 30 students, and believes this figure is very realistic for several reasons:

- The potential market for the proposed EMBA covers Spokane, Washington in the west to Missoula,



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Montana in the east, Bonners Ferry, Idaho in the north, and Lewiston, Idaho in the south. In this geographic area, approximately 125,000 individuals possess at least a bachelor's degree.

- Also in this geographic market, there are at least 16,000 businesses and 224,000 paid employees (2002 U.S. Census).
- Assuming a (conservative estimate of a) span of control of 250 employees, the potential pool of EMBA candidates is at least **898** before accounting for the continuing rapid growth in the target geographic market. At an average of 30 students per cohort, this conservative projected pool represents at least **29** cohorts over the next 30 years.

The UI is currently accredited at all degree levels (B, M, D). All undergraduate and graduate programs in the College of Business and Economics are accredited under AACSB International. As of December 2006, only 540 institutions in the U.S. and around the world hold AACSB business accreditation.

The proposed EMBA will adhere to all policies and procedures as set forth by the College of Graduate Studies, which is assigned institutional oversight of all graduate programs by the University and will undergo a curricula review and continuous improvement process in 2009-10.

In fall 2006, Boise State University introduced an EMBA program to meet the needs of stakeholders in the Treasure Valley. The UI's proposed EMBA is designed to meet the business education needs of citizens and stakeholders in the northern counties of the state. Like the EMBA program at BSU, UI's proposed EMBA program is also based upon business partnerships.

EMBA programs can be found in surrounding states, namely: Seattle, Washington; Portland, Oregon; Las Vegas, Nevada; and Salt Lake City, Utah; however, none of these programs are based upon a business partnership model described above nor are any other EMBA programs located in the northern Idaho region.

**Eight-Year Plan Justification**

There are no Executive MBA programs within a 200 mile-radius of Coeur d'Alene, Idaho (CDA). Hence, the potential market for the proposed EMBA covers Spokane, Washington in the west to Missoula, Montana in the east, Bonners Ferry, Idaho in the north, and Lewiston, Idaho in the south. In this geographic area, at least 125,000 individuals possess at least a bachelor's degree. Also in this geographic market, there are at least 16,000 businesses and 224,000 paid employees (2002 U.S. Census).

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- During the 1990-2000 period, Coeur d'Alene grew 55.7%, which is the 4th fastest growth rate among U.S. Metropolitan and Micropolitan Statistical Areas. Missoula ranked 77th with a growth rate of 21.8%, and Spokane ranked 134th with a growth rate of 15.7% (U.S. Census Bureau, Table 5b).
- Recent growth rates (2000-2003/2005) range from 0.5% (Spokane) to 17.5% (CDA).
- With the continuing rapid growth in the Coeur d'Alene-Post Falls-Sandpoint area, community and business leaders in northern Idaho point out that the need for higher education opportunities are not being met. A recent survey reported that "companies like Coldwater Creek, Quest Aircraft Company, Unicept Packaging, Litehouse Foods, and Schweitzer Mountain Resort are seeking people with high levels of technical skills, sound business backgrounds, and educational experiences." As a result, the survey reported that businesses in the Coeur d'Alene-Post Falls-Sandpoint triangle have indicated a consistent need for business programs including a Master's degree in Business Administration, and these business organizations are willing to assist their employees in securing additional education by covering costs for tuition and providing flexible work schedules to allow employees achieve personal development. (MGT of America, Inc., November 2006).
- In another survey (by J.D. Wulforth of SSRU, October 2005) of 5995 households in the counties of Bonner, Boundary, Kootenai, Shoshone, Benewah, and the City of Spokane revealed the following:
  - o 46% indicated interest in business programs.
  - o 45% indicated interest in graduate programs.
  - o At least 77% expressed preference for a Friday-Saturday class schedule.
- The proposed EMBA in northern Idaho with its cohort-based Friday-Saturday schedule, seeks to meet this untapped need for graduate business education. Offering an EMBA will allow businesses in northern Idaho to attract and retain highly qualified employees, who in turn will contribute to the continuing growth of businesses in the area. In so doing, the University of Idaho and the College of Business and Economics are in a unique situation to contribute to the economic development of the northern counties of the state.

### **Fiscal Impact**

The proposed EMBA program will be delivered as a completely self-supporting program. The total fee per student for the entire program is \$37,000. This fee covers all instruction, course materials, and textbooks. In most cases, the EMBA cost is paid in full or in large part by company sponsorships of participants.

UI CBE faculty members are expected to teach some of the program's courses on an overload basis. The majority of the courses however will be taught by 3-4 faculty members with primary responsibility for delivering the EMBA program in northern Idaho. These faculty members will include both new faculty and existing faculty members. Program oversight will be provided by the Associate Dean for Administrative Affairs.

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Estimated Fiscal Impact	FY <u>07</u>	FY <u>08</u>	FY <u>09</u>	Total
<b>A. Expenditures</b>				
1. Personnel	\$463,600	\$477,500	\$492,000	\$1,433,100
2. Operating	88,400	91,000	94,000	273,400
3. Capital Outlay				
4. Facilities				
5. Indirect Costs				
<b>TOTAL:</b>	<b>\$552,000</b>	<b>\$568,500</b>	<b>\$586,000</b>	<b>\$1,706,500</b>
<b>B. Source of Funds</b>				
1. Appropriated Reallocation – MCO				
2. Appropriated – New MCO				
3. Federal				
4. Other (tuition & fees)	552,000	568,500	586,000	1,706,500
5. Fees				
<b>TOTAL:</b>	<b>\$552,000</b>	<b>\$568,500</b>	<b>\$586,000</b>	<b>\$1,706,500</b>
<b>C. Nature of Funds</b>				
1. Recurring *				
2. Non-recurring **	552,000	568,500	586,000	1,706,500
<b>TOTAL:</b>	<b>\$552,000</b>	<b>\$568,500</b>	<b>\$586,000</b>	<b>\$1,706,500</b>

\* 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**

Board staff anticipates that the University of Idaho will be presenting their proposal for the Executive MBA to the Board for approval at their April meeting.

**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: III. POSTSECONDARY AFFAIRS

G. Program Approval and Discontinuance

April 2005

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**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.

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c. Routine Changes

Non-substantive changes, credits, descriptions of individual courses, or other routine catalog changes do not require notification or approval. Institutions must provide prior notification of a name or title change for programs, degrees, departments, divisions, colleges, or centers via a letter to the Office of the State Board of Education.

**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 next CAAP meeting for initial review prior to being forwarded to the Board for approval.

(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 the discretion of the Chief Academic Officer, the request may be forwarded to the CAAP for review and recommendation. Professional-technical requests will be forwarded to the

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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 Chief Academic Officer's or CAAP's 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.

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**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;

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**SUBJECT**

Higher Education Research Council (HERC) Appointments

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section III.W. 4, Higher Education Research Council Policy

**BACKGROUND**

The Higher Education Research Council (HERC) is responsible for implementing and administering the Board's Higher Education Research Council Policy and the grant programs created by it, which are designed to stimulate competitive research at Idaho's institutions. HERC has worked diligently to attract projects that serve to strengthen the research capabilities and contribute to the economic development of the state of Idaho. HERC's annual budget has averaged approximately \$2 million over the past ten years.

**DISCUSSION**

The Higher Education Research Council is comprised of the Presidents of the State College and Universities, four non-institutional representatives and the Governor's Statewide Science & Technology Advisor. The terms for two of the non-institutional representative positions, currently held by General Darrell Manning and Dr. Ron Bitner, expired in August 2006. The term of appointment for non-institutional positions is three years. Staff determined to hold addressing the vacancies until the Chief Postsecondary Academic Officer position was filled.

Dr. Bitner has expressed interest in continuing his service on the Higher Education Research Council. General Manning was recently appointed to the Transportation Board and will be unable to continue his service with the council.

Nominations were solicited from Boise State University, Idaho State University, the University of Idaho, and the Idaho National Laboratory. The following are biographical summaries of these individuals for the Board's consideration.

**Ron Bitner**

Interim Director for the Idaho Wine Commission

Ron Bitner, Ph.D. has served on HERC since its inception in 1988. Dr. Bitner is deeply involved in agricultural research and is currently the interim Director for the Idaho Wine Commission and also serves as a Rural Business Development Specialist for the Caldwell/Canyon County Economic Development Council.

**Ward Parkinson**

Board of Directors and Vice President, Commercial Development  
Ovonyx, Inc.

Ward Parkinson has been a primary innovator in the Idaho technology industry for many years. Ward is a co-founder of Micron Technology, and served as the



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Chairman and CEO of Micron from 1978 through 1986 and as Vice Chairman until 1989. In addition to being an electrical engineer, Ward is also a patent and intellectual property attorney. Ward would provide HERC invaluable service as a technology consultant, a business person, and as a specialist in technology transfer.

**Dr. Kevin Shea**

Orthopedic Surgeon  
Intermountain Orthopedics Inc.

Dr. Shea is a fellowship trained orthopedic surgeon specializing in scoliosis and pediatric spinal deformity, trauma, limb deformities, and neuromuscular disorders. In addition to his clinical practice in Boise, he maintains an active involvement in both clinical and basic science research evidenced by presentations at national and international conferences, numerous publications in scientific journals and medical textbooks, and grants. His primary research interest is knee injuries in preadolescent athletes.

**Layne Simons**

Vice President and Chief Operating Officer  
TenXsys Inc.

TenXsys is an entrepreneurial startup company focusing on advanced engineering solutions for human health monitoring, sports training and wildlife research. TenXsys has successfully developed products ranging from telemetry systems for remote monitoring to software used by NASA's Mission Control Center. The company has been able to develop both a commercial market for its products and receive government funding through successful SBIR programs. Layne has an outstanding background in new product development and business management. Layne holds a B.S. in Aerospace engineering and an MBA.

**Mark Bowen**

Vice President and Area Manager  
CH2M Hill, Boise

Mark Bowen is the area Vice President for CH2M Hill, a global engineering and environmental consulting firm. Mark has been extensively involved with multiple municipal projects throughout the region, and is a community leader promoting sustainable development and conservation principles. Mark is also on the Executive Committee of the Boise Metro Chamber of Commerce. Mark would provide his technical expertise to the EPSCoR committee, an in-depth knowledge of Idaho technology and municipal projects, and personal contacts with many of the business leaders throughout the state.

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**John C. Shovic, Ph.D.**  
InstiComm, LLC

Dr. John C. Shovic is currently VP of Business Development of InstiComm, LLC, a company specializing in medical software solutions for health practitioners. He is also CTO of MiloCreek, a consulting and services firm specializing in cyber-security with a focus on supplying expertise in computer security regulatory and technical areas to financial institutions. As a founding member of the bank CDA board of directors, he currently serves on the technology, ALCO and loan committees. For the past four years, he also served as a Professor of Cyber-Security at Eastern Washington University as well as been a professor at several universities, including the University of Idaho and Washington State University.

**Dr. Harold Blackman**  
Idaho National Laboratory

Dr. Blackman is the Deputy Associate Laboratory Director of the Science and Technology Directorate where he assists in administering the Directorate's research, development and demonstration programs and projects. He is also the acting director of the Center for Advanced Energy Studies (CAES). Dr. Blackman is involved in some of the nation's most pressing energy issues.

Dr. Blackman has over twenty years of experience in research management and in human factors research and development. He is an internationally recognized expert in human reliability analysis. He has published extensively in human reliability analysis, human performance, and cognitive psychology. He co-developed and routinely presents the training course in human reliability analysis for the US Nuclear Regulatory Commission. He has co-authored two books, one on human reliability and the other on display design.

**Dr. Andy Klein**  
Idaho National Laboratory

Dr. Klein received his B.S., in Nuclear Engineering from Pennsylvania State University and his M.S., and Ph.D. degrees in Nuclear Engineering from University of Wisconsin. He is currently a Visiting Professor at Massachusetts Institute of Technology, a Professor at Oregon State University, and also serves as Director, for Education, Training and Research Partnerships at Idaho National Laboratory. Dr. Klein has published various books, technical journals, and reports and has received funding from the U.S. Department of Energy, National Aeronautics and Space Administration, Battelle Pacific Northwest Laboratories, and various others from private sector. Dr. Klein has served on various committees, commissions, and boards, most recently: Chair, Prometheus Advisory Council, Jet Propulsion Laboratory; Nuclear Systems Strategic Roadmap Committee, National Aeronautic and Space Administration; and Engineering Accreditation Commission, ABET, Inc.

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**Dr. Dave Hill**

Idaho National Laboratory

Dr. Hill is currently the Deputy for Science and Technology at Idaho National Laboratory. In this position he directs all Science and Technology programs for a Laboratory with an overall budget of 550M\$. The Idaho National Laboratory (INL) has been designated the lead federal lab for nuclear energy related matters and conducts research into fuels, materials, reactor analysis and design, the nuclear fuel cycle as well as nuclear non-proliferation. INL operates a test reactor, Advanced Test Reactor, as well as a variety of other nuclear facilities. He also serves as the chair of the Science and Technology Subcommittee of the INL Board of Managers.

Dr. Hill has also been appointed National Technical Director for Advanced Nuclear Research by US DOE. In this capacity he directs the federal research programs in the Advanced Fuel Cycle Initiative, the Generation IV program and the Nuclear Hydrogen Initiative.

**Dr. J.W. (Bill) Rogers**

Idaho National Laboratory

Dr. Rogers received his B.S. in Chemistry and Ph.D. in Physical Chemistry from the University of Texas at Austin. He's held a position at Sandia National Laboratories performing basic and applied research for eleven years. Thereafter, he joined the faculty at the University of Washington in 1991. He joined Pacific Northwest National Laboratory (PNNL) in September 1999 as Associate Director of the Interfacial Chemistry and Engineering resource in the William R. Wiley Environmental Molecular Sciences Laboratory (EMSL), a National Scientific User Facility. He also co-founded the Joint Institute for Nanoscience with the University of Washington in 2000. In January 2004, Dr. Rogers was appointed Chief Research Officer for PNNL, in addition to his responsibilities as Director of EMSL.

Dr. Rogers joined the management team for the new Idaho National Laboratory (INL) in November 2004 and is currently serving as Associate Laboratory Director for Science & Technology and as the Chief Research Officer.

**IMPACT**

N/A

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of Dr. Layne Simons and Dr. Harold Blackman to be appointed to the Higher Education Research Council.

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**BOARD ACTION**

A motion to appoint Dr. Layne Simons and Dr. Harold Blackman to the Higher Education Research Council respectively for three-year terms, March 2007 – March 2010.

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

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES**

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: W. Higher Education**

**April 2005**

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**4. State Research Council**

The State Board of Education shall appoint the four non-institutional representatives and a representative from the Office of Science and Technology who shall serve as an ex officio member with voting privileges. The chairman of the committee will be elected by the Council annually. Term length for the non-institutional members is three years.

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**SUBJECT**

Approval of Temporary and Proposed Rules Governing Registration

**APPLICABLE STATUTE, RULE, OR POLICY**

Sections 33-107, 33-2402, and 33-2403, Idaho Code.

**BACKGROUND**

House Bill 712 was signed into law effective July 1, 2006. The bill amended the existing law for the registration of postsecondary educational institutions and proprietary schools. Sections of the existing law were repealed or amended to clarify the powers of the Idaho State Board of Education, and to more clearly define what institutions are required to register. Chapter 24 was also modified to differentiate the registration process for postsecondary institutions and proprietary schools, and to provide the Board authority to promulgate rules regarding registration and recognition of accreditation organizations. The Board approved registration rules in August 2006 (IDAPA 08.01.11), and in those rules recognized only the six regional accreditation organizations. The registration rules permitted a scaled-back registration process for institutions accredited by a Board-recognized accreditation organization.

In November 2006, Board staff held a public meeting to gather feedback from institutions that might be affected by the registration rules. The overarching concern in that meeting focused on the accreditation organizations recognized by the Board, and the impact that such recognition had on registration.

Subsequent to that meeting, Board staff contacted administrative staff at the Northwest Commission on Colleges and Universities (NWCCU) and confirmed that NWCCU acknowledges not only regional accrediting bodies; but accrediting bodies recognized by the U.S. Department of Education (USDE). Board staff believes that the Board should revise its rule to include USDE-recognized accreditation organizations. USDE recognition of accreditation organizations is based on ten standards that include attention to, e.g., recruitment and admissions practices, fiscal and administrative capacity, and facilities. Board staff believes that USDE recognition of accreditation organizations assures quality and effectiveness of accreditation organizations. The rule would still require full registration of institutions who are not accredited by Board-recognized (USDE-recognized) accreditation organizations; full registration would require that those institutions demonstrate compliance with all of the standards, I through X, outlined in the rule. Board staff believes that this registration requirement will combat the issue of "diploma mills" locating in this state.

The Office of the State Board recommends the approval of a temporary administrative rule – a revision of IDAPA 08.01.11 – to allow the Office to proceed with registering affected institutions and schools and for issuing certificates of registration. The revised rules, which are attached, are marked to

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show changes from the previous registration rules which were approved by the Board in August 2006.

**DISCUSSION**

IDAPA 08.01.11 has been revised in response to the public comment received. Highlights of these revisions include:

- Expanding the accreditation organizations recognized by the Board to include accreditation organizations recognized by the USDE.
- Simplifying the registration process for institutions that are required to register and which are accredited by Board-recognized (USDE-recognized) accreditation organizations.
- Amending the exemption language to exempt from registration private, non-profit institutions that are already established and operational, and that are lawfully organized in the state of Idaho. The Board's previous rule exempted from registration Albertsons College, Caldwell, Idaho; Northwest Nazarene University, Nampa, Idaho; and BYU-Idaho, Rexburg, Idaho. The effect of this amendment would result in the College of New St. Andrews, Moscow, Idaho, and Boise Bible College, Boise, Idaho also being exempt from the registration process. All of these exempt institutions would still need Board approval for the transfer of academic credit to Idaho's public postsecondary educational institutions.

**IMPACT**

The temporary and proposed rules will allow the Office of the State Board to implement new registration procedures for postsecondary institutions and proprietary schools beginning with the July 1, 2007 registration year (fiscal year). Lack of approval will be an impediment for registering new institutions or schools, which is a statutory requirement. The revised rules will more clearly outline the registration process for affected institutions and schools.

**ATTACHMENTS**

Attachment 1-Temporary and Proposed Rules Governing Registration Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval of the temporary and proposed rule.

**BOAR ACTION**

A motion to approve the temporary and proposed rule for the registration of postsecondary institutions and proprietary schools. The temporary rule will become effective at the end of the 2007 legislative session.

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

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**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:

- (1) Perform all duties prescribed for it by the school laws of the state;
- (2) Acquire, hold and dispose of title, rights and interests in real and personal property;
- (3) Have general supervision, through its executive departments and offices, of all entities of public education supported in whole or in part by state funds;
- (4) Delegate to its executive secretary, to its executive officer, or to such other administrators as the board may appoint, such powers as said officers require to carry out the policies, orders and directives of the board;
- (5) Through its executive departments and offices:
  - (a) Enforce the school laws of the state,
  - (b) Study the educational conditions and needs of the state and recommend to the legislature needed changes in existing laws or additional legislation;
- (6) In addition to the powers conferred by chapter 24, title 33, Idaho Code:
  - (a) Maintain a register of postsecondary educational institutions approved to provide programs and courses that lead to a degree or which provide, offer and sell degrees in accordance with the procedures established in chapter 24, title 33, Idaho Code,
  - (b) Determine whether to accept academic credit at public postsecondary educational institutions in Idaho. Academic credit shall not be transferred into any Idaho public postsecondary institution from a postsecondary educational institution or other entity that is not accredited by an organization recognized by the board,
  - (c) Maintain a register of proprietary schools approved to conduct, provide, offer or sell a course or courses of study in accordance with the procedures established in chapter 24, title 33, Idaho Code;
- (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;
- (8) Approve new courses and programs of study to be offered at community colleges organized pursuant to chapter 21, title 33, Idaho Code, when the courses or programs of study are academic in nature and the credits derived therefrom are intended to be transferable to other state institutions of higher education for credit toward a baccalaureate degree, and when the courses or programs of study have been authorized by the board of trustees of the community college.

**TITLE 33  
EDUCATION  
CHAPTER 24  
PROPRIETARY SCHOOLS**

33-2402. REGISTRATION OF POSTSECONDARY EDUCATIONAL INSTITUTIONS.

- (1) Unless exempted as provided herein, each postsecondary educational institution which maintains a presence within the state of Idaho, or which operates or purports to operate from a location within the state of Idaho, shall register annually with and hold a valid certificate of registration issued by the board. A public postsecondary educational institution or agency supported primarily by taxation from either the state of Idaho or a local source in Idaho shall not be required to register under this section. The board may exempt a nonprofit postsecondary educational institution from the registration requirement in accordance with standards and criteria established in rule by the board. The board may permit a postsecondary educational institution required to register under this section to instead register as a proprietary school under section 33-2403, Idaho Code, in accordance with standards and criteria established in rule by the board.
- (2) The board shall prescribe by rule the procedure for registration, which shall include, but is not limited to, a description of each degree, course or program, for academic credit or otherwise, that a postsecondary educational institution intends to conduct, provide, offer or sell. Such rule shall also



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prescribe the standards and criteria to be utilized by the board for recognition of accreditation organizations.

(3) The board may deny the registration of a postsecondary educational institution that does not meet accreditation requirements or other standards and criteria established in rule by the board. The administrative procedure act, chapter 52, title 67, Idaho Code, shall apply to any denial of registration under this section.

(4) The board shall assess an annual registration fee on each postsecondary educational institution required to be registered under this section based on the respective degrees, courses or programs that each such postsecondary educational institution intends to conduct, provide, offer or sell, not to exceed one hundred dollars (\$100) for each degree, course or program. Such annual registration fee shall be collected by the board and shall be dedicated for use by the board in connection with its responsibilities under this chapter.

**TITLE 33**  
**EDUCATION**  
**CHAPTER 24**  
**PROPRIETARY SCHOOLS**

33-2403. REGISTRATION OF PROPRIETARY SCHOOLS. (1) Unless exempted as provided in subsection (4) of this section, each proprietary school which maintains a presence within the state of Idaho, or which operates or purports to operate from a location within the state of Idaho, shall register annually with and hold a valid certificate of registration issued by the board or its designee.

(2) The board shall prescribe by rule the procedure for registration, which shall include, but is not limited to, a description of each course or program, for academic credit or otherwise, that a proprietary school intends to conduct, provide, offer or sell.

(3) The board may deny the registration of a proprietary school that does not meet the standards or criteria established in rule by the board. The administrative procedure act, chapter 52, title 67, Idaho Code, shall apply to any denial of registration under this section.

(4) The following individuals or entities are specifically exempt from the registration provisions required by this section:

(a) An individual or entity that offers instruction or training solely avocational or recreational in nature, as determined by the board.

(b) An individual or entity that offers courses recognized by the board which comply in whole or in part with the compulsory education law.

(c) An individual or entity that offers a course or courses of study sponsored by an employer for the training and preparation of its own employees, and for which no tuition fee is charged to the student.

(d) An individual or entity which is otherwise regulated, licensed or registered with another state agency pursuant to title 54, Idaho Code.

(e) Aviation school or instructors approved by and under the supervision of the federal aviation administration.

(f) An individual or entity that offers intensive review courses designed to prepare students for certified public accountancy tests, public accountancy tests, law school aptitude tests, bar examinations or medical college admissions tests, or similar instruction for test preparation.

(g) An individual or entity offering only workshops or seminars lasting no longer than three (3) calendar days.

(h) A parochial or denominational institution providing instruction or training relating solely to religion and for which degrees are not granted.

(i) An individual or entity that offers postsecondary credit through a consortium of public and private colleges and universities under the auspices of the western governors.

(5) The board shall assess an annual registration fee on each proprietary school required to be registered under this section. Such annual registration fee shall be composed of a fixed portion in an amount not to exceed one hundred dollars (\$100) for each proprietary school, and a variable portion based on the respective course or courses of study that each such proprietary school intends to conduct, provide, offer or sell, not to exceed one hundred dollars (\$100) for each course or courses of study. Such annual registration fee shall be collected by the board and shall be dedicated for use by the board in connection with its responsibilities under this chapter.

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**IDAPA 08  
TITLE 01  
CHAPTER 11**

**08.01.11 - REGISTRATION OF POSTSECONDARY EDUCATIONAL  
INSTITUTIONS AND PROPRIETARY SCHOOLS**

**000. LEGAL AUTHORITY.**

The following rules are made under authority of sections 33-105, 33-107, 33-2402, and 33-2403, Idaho Code to implement the provisions of Chapter 24, Title 33, Idaho Code. (8-10-06)T

**001. TITLE AND SCOPE.**

**01. Title.** This rule shall be cited as IDAPA 08.01.11, "Registration of Postsecondary Educational Institutions and Proprietary Schools." (8-10-06)T

**02. Scope.** This rule sets forth the registration requirements for postsecondary educational institutions that are required to register with the Idaho State Board of Education ("Board") under Section 33-2402, Idaho Code, and for proprietary schools required to register with the Board under Section 33-2403, Idaho Code. In addition, this rule describes the standards and criteria for Board recognition of accreditation organizations, for registration purposes and for acceptance of academic credit. Finally, this rule describes the process the Board will use to evaluate courses or courses of study for acceptance for academic credit at Idaho's public postsecondary institutions.(8-10-06)T

**002. WRITTEN INTERPRETATIONS.**

There are no written interpretations of this rule. (8-10-06)T

**003. ADMINISTRATIVE APPEALS.**

The administrative procedure act, chapter 52, title 67, Idaho Code, applies to any denial of registration of any postsecondary educational institution or proprietary school. Hearings and appeals shall be governed according to the provisions of IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General." (8-10-06)T

**004. INCORPORATION BY REFERENCE.**

There are no documents incorporated by reference. (8-10-06)T

**005. OFFICE INFORMATION.**

**01. Office Hours.** The offices of the Board are open from 8 a.m. to 5 p.m., except Saturday, Sunday and legal holidays. (8-10-06)T

**02. Mailing Address.** The mailing address of the Board is P.O. Box 83720, Boise, Idaho 83720-0037. (8-10-06)T

**03. Street Address.** The offices of the Board are located at 650 W. State Street, Boise, Idaho. (8-10-06)T

**04. Telephone.** The telephone number of the Board is (208) 334-2270. (8-10-06)T

**05. Facsimile.** The facsimile number of the Board is (208) 334-2632. (8-10-06)T

**06. Electronic Address.** The electronic address of the Board is board@osbe.idaho.gov. (8-10-06)T

**006. PUBLIC RECORDS ACT COMPLIANCE.**

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†This rule is ~~are~~ subject to the provisions of the public records act, title 9, chapter 3, Idaho Code. (8-10-06)T

**007. -- 009. (RESERVED).**

**010. DEFINITIONS.**

**01. Accredited** is defined in Section 33-2401(1), Idaho Code, and means that a postsecondary educational institution has been recognized or approved as meeting the standards established by an accrediting ~~agency~~ organization recognized by the Board. (8-10-06)T

**02. Agent** is defined in Section 33-2401(2), Idaho Code, and means any individual within the state of idaho who solicits students for or on behalf of a proprietary school. (8-10-06)T

**03. Agent's permit** is defined in section 33-2401(3), Idaho Code, and means a nontransferable written document issued to an agent by the Board or its designee. (8-10-06)T

**04. Course** is defined in Section 33-2401(5), Idaho Code, and means instruction imparted in a series of lessons or class meetings to meet an educational objective. (8-10-06)T

**05. Course or Courses of study** is defined in Section 33-2401(6), Idaho Code, and means either a single course or a set of related courses for which a student enrolls, either for academic credit or otherwise. A course of study is sometimes also referred to in this rule as a program. (8-10-06)T

**06. Degree** is defined in Section 33-2401(7), Idaho Code, and means any academic, vocational, professional-technical or honorary title or designation, mark, appellation, series of letters, numbers, or words such as, but not limited to, "bachelor's," "master's," "doctorate," or "fellow," which signifies, purports, or is generally taken to signify satisfactory completion of the requirements of an academic, vocational, professional-technical, educational or professional program of study beyond the secondary school level or for a recognized title conferred for meritorious recognition and an associate of arts or associate of science degree awarded by a community college or other public or private postsecondary educational institution or other entity which may be used for any purpose whatsoever. (8-10-06)T

**07. Postsecondary Educational Institution**, sometimes referred to in this rule simply as an institution, is defined in Section 33-2401(8), Idaho Code, and means an individual, or educational, business or other entity, whether legally constituted or otherwise, which maintains a presence within or which operates or purports to operate, from a location within the state of Idaho, and which provides courses or programs that lead to a degree, or which provides, offers or sells degrees. (8-10-06)T

**08. Proprietary School**, sometimes referred to in this rule simply as a school, is defined in Section 33-2401(9), Idaho Code, and means an individual, or educational, business or other entity, whether legally constituted or otherwise, which maintains a presence within or which operates or purports to operate, from a location within the state of Idaho and which conducts, provides, offers or sells a course or courses of study, but which does not provide, offer or sell degrees. (8-10-06)T

**011. -- 099. (RESERVED).**

**100. RECOGNITION OF ACCREDITATION ORGANIZATIONS.**

**01. Registration of Postsecondary Educational Institutions.** For purposes of registration of postsecondary educational institutions, the Board recognizes only ~~regional~~ institutional accreditation organizations which are also recognized by the United States Department of Education, and which accredit entire colleges or universities, and which do not accredit only courses or courses of study (such as specialized accreditation organizations). ~~Accordingly, for purposes of registration of postsecondary educational institutions under this rule, the Board recognizes the following accreditation organizations:~~ ( )

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~~a. Middle States Association of Schools and Colleges (MSA), Commission on Higher Education—Accredits institutions of higher education in Delaware, District of Columbia, Maryland, New Jersey, New York, Pennsylvania, Puerto Rico, and the U.S. Virgin Islands. (8-10-06)T~~

~~b. New England Association of Schools and Colleges, Commission on Institutions of Higher Education (NEASC CIHE) —Accredits institutions of higher education in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont. (8-10-06)T~~

~~c. North Central Association of Colleges and Schools, The Higher Learning Commission (NCA-HLC) —Accredits degree-granting institutions of higher education in Arizona, Arkansas, Colorado, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, New Mexico, North Dakota, Ohio, Oklahoma, South Dakota, West Virginia, Wisconsin, and Wyoming, including schools of the Navaho Nation. (8-10-06)T~~

~~d. Northwest Commission on Colleges and Universities (NWCCU) —Accredits postsecondary educational institutions in Alaska, Idaho, Montana, Nevada, Oregon, Utah, and Washington. (8-10-06)T~~

~~e. Southern Association of Colleges and Schools (SACS), Commission on Colleges —Accredits degree-granting institutions of higher education in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, and Virginia. (8-10-06)T~~

~~f. Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities (WASC ACSCU) —Accredits senior colleges and universities in California, Hawaii, the United States territories of Guam and American Samoa, the Republic of Palau, the Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, and the Republic of the Marshall Islands. (8-10-06)T~~

~~g. No other accreditation organization, other than the agencies listed in Subsections 100.01.a. through 100.01.f. of this rule, shall be recognized by the Board for purposes of registration of postsecondary educational institutions. (8-10-06)T~~

**02. Acceptance of Academic Credit. (8-10-06)T**

**a.** For purposes of acceptance of academic credit at Idaho public postsecondary educational institutions, the Board recognizes the ~~regional accreditation associations~~ organizations described in Subsections 100.01.a. ~~through 100.01.f.~~ of this rule. (8-10-06)T

**b.** The Board will determine whether to accept specialized or other accreditation organizations, which accredit courses or courses of study, for purposes of acceptance of academic credit on a case-by-case basis. A request for recognition of other accreditation organizations for purposes of acceptance of academic credit should be made to the Board's chief higher education academic officer, who will review and evaluate the request with the input and advice of the Board's Committee on Academic Affairs and Programs (CAAP). The Board will make a final determination based on such evaluation and review. (8-10-06)T

**101. -- 199. (RESERVED).**

**200. REGISTRATION OF POSTSECONDARY EDUCATIONAL INSTITUTIONS.**

**01. Registration Requirement. (8-10-06)T**

**a.** Unless exempted by statute or this rule, as provided herein, a postsecondary educational institution which maintains a presence within the state of Idaho, or which operates or purports to operate from a location within the state of Idaho, shall register and hold a valid certificate of registration issued by the Board. An institution shall not conduct, provide, offer, or sell a course or courses of study, or degree unless registered. An institution shall not solicit students for on behalf of such institution, or advertise in this state, unless registered.

(8-10-06)T

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**b.** Initial registration shall be for the period beginning on the date of issue of a certificate of registration and continue through June 30 of the next succeeding year. Initial registration shall mean an institution's initial registration under this rule, even if an institution has previously registered with the Board. A registered postsecondary educational institution must renew its certificate of registration annually, and renewal of registration is not automatic. Renewal of registration shall be for the period beginning on July 1 of any year, and continue through June 30 of the next succeeding year. ( )

**02. Idaho Presence.** An institution shall be deemed to have a presence in Idaho, or to be operating or purporting to be operating from a location within the state of Idaho, if it owns, rents, leases, or uses any office or other type of physical location in Idaho, including a mailing or shipping center, or if it represents in any way, such as on an electronic or internet website, to have an Idaho street or mailing address, including a post office box in Idaho.

(8-10-06)T

**03. Institutions Exempt from Registration.**

(8-10-06)T

**a.** Idaho public postsecondary educational institutions. Section 33-2402(1), Idaho Code, provides that a public institution supported primarily by taxation from either the state of Idaho or a local source in Idaho shall not be required to register. (8-10-06)T

**b.** Certain Idaho private, non-profit, postsecondary educational institutions. A private, non-profit, postsecondary educational institution that is already established and operational as of the effective date of this rule and located within the state of Idaho, and that is accredited by an accreditation ~~association~~ organization recognized by the Board, as set forth in Subsections ~~100.01.a. through 100.01.f.~~ of this rule, shall not be required to register. A private, non-profit, institution is located within the state of Idaho only if it has been lawfully organized under in the state of Idaho nonprofit corporation act, chapter 3, title 30, Idaho Code, and its principal place of business is located within the state of Idaho. ~~To qualify for this exemption, a private, non profit, postsecondary educational institution must be recognized by the Internal Revenue Service as a charitable or private foundation under applicable provisions of the Internal Revenue Code.~~ ( )

**04. Institutions that Must Register.**

(8-10-06)T

**a.** Out-of-state public postsecondary educational institutions. A public institution that is supported primarily by taxation from another state, or from a local source not within the state of Idaho, must register as provided herein. (8-10-06)T

**b.** Out-of-state private, non-profit, postsecondary educational institutions. An out-of-state private, non-profit, postsecondary educational institution must register as provided herein. (8-10-06)T

**c.** Certain Idaho private, non-profit, postsecondary educational institutions. A private, non-profit, postsecondary educational institution that is located within the state of Idaho, but that is not exempt under Subsection 200.03.b. of this rule, must register as provided herein. (8-10-06)T

**d.** For-profit postsecondary educational institutions. A postsecondary educational institution that operates for profit, or which is an operating subsidiary of a publicly or privately held corporation that operates for profit, must register as provided herein. (8-10-06)T

**05. Exception to Registration Requirement for Certain Postsecondary Institutions.** (8-10-06)T

**a.** A postsecondary educational institution that demonstrates to the satisfaction of the Board that its primary mission and objectives are to offer courses or courses of study that do not lead to the awarding of degrees, may instead register as a proprietary school, in accordance with Section 400 of this rule. (8-10-06)T

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**b.** A request to register as a proprietary school must be submitted in writing to the Board by the first business day of December preceding a registration year. A decision on such request will be issued by the Board within thirty (30) days after it is received. A request to register as a proprietary school must be made on an annual basis. (8-10-06)T

**06. Application.** A postsecondary educational institution that is required to register under this rule must submit to the Board office an application for registration (either an application for initial registration, or renewal of registration, as applicable), on a form approved by the Board. The application must include a list of each course, course of study, and degree the applicant institution intends to conduct, provide, offer, or sell in Idaho during the registration year. (8-10-06)T

**07. Registration Fees.** The Board shall assess an annual registration fee for initial registration, or renewal of registration, of a postsecondary educational institution. The registration fee must accompany the application for registration, and shall be in the amount of one hundred dollars (\$100) for each course that the institution intends to conduct, provide, offer or sell during the registration year, as set forth in the registration application, not to exceed five thousand dollars (\$5,000). Registration fees are not refundable. (8-10-06)T

**08. Deadline for Registration.** An initial application for registration may be submitted to the Board at anytime. An institution should expect the Board's review process for an initial registration to take approximately three (3) to five (5) months. An application for renewal of registration must be submitted to the Board on or before the first business day of May that precedes a registration year. (8-10-06)T

**09. Information Required.** Such application must include the information requested on the application form, as well as the following information: (8-10-06)T

**a.** If an institution that is required to register under this rule is accredited by an accreditation organization recognized by the Board in Subsections 100.01.a. through 100.01.f. of this rule, such institution must submit documentation demonstrating that it has received accreditation status, and that it will maintain its accreditation from such agency during the entire registration year. An institution that is so accredited qualifies for a streamlined registration process under Subsection 200.09, and will not be required to submit information and/or documentation that documents compliance with all of the standards, I through VI, set forth in Subsections 200.10.a. through 200.10.f. of this rule, but may be required to provide the Board with additional information, on request, that documents compliance with some of the standards, or on any other matter related to registration. Such institutions must submit information and/or documentation with its application for registration that documents compliance with the following: copy of most recent accreditation report; up-to-date list of chief officers - e.g. president, board chair, chief academic officer, chief fiscal officer; most recent copy of strategic plan; enrollment data for current and past two (2) years; copy of annual audited financial statement; as well as any additional information that the Board may request. ( )

**b.** All other institutions applying for registration must submit information and/or documentation with its application for registration that documents compliance with all of the standards, I through VI, set forth in Subsections 200.10.a. through 200.10.f. of this rule. (8-10-06)T

**c.** The Board may, in connection with a renewal of registration, request that an institution only submit information that documents changes from the previous year, provided that the institution certifies that all information and/or documentation submitted in a previous registration year remains current. The annual registration fee, described in Subsection 200.07 of this rule, shall remain applicable. (8-10-06)T

**10. Approval Standards for Postsecondary Educational Institutions.** An institution applying for registration must meet, or demonstrate that it will meet, all of the following standards: (8-10-06)T

**a.** Standard I - Legal Status and Administrative Structure. The institution must be in compliance with all local, state, and federal laws, administrative rules, and other regulations applicable to postsecondary educational institutions. (8-10-06)T

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i. The institution must have a clearly stated mission and objectives that are consistent with educational offerings under consideration for approval by the Board. The institution must demonstrate how its stated mission and objectives are being accomplished. (8-10-06)T

ii. The governing board or the board of directors must be comprised of at least five (5) members who are selected to represent students, faculty, and other constituents of the institution. Board members must be given the responsibility for assuring that the mission and objectives are achieved, for establishing policies and overseeing their implementation, and for providing oversight for the entire institution, including the financial stability of the institution. Board members should generally not be affiliated with the institution from an employment, contractual, familial, or financial standpoint. Any affiliation or financial interest in the institution must be fully disclosed, and provisions must be made to address any conflicts of interest. (8-10-06)T

iii. There must be sufficient distinction between roles and responsibilities of the institution's governing board and the administration, faculty, and staff to ensure appropriate separation and independence.(8-10-06)T

iv. Each of the administrative officers must be appropriately qualified with educational credentials to ensure programs are of high quality and that the rights of students are protected. In particular, the chief academic officer of the institution must be academically prepared at least at the Master's degree level, and have a minimum of five (5) years of postsecondary educational experience at an accredited institution. (8-10-06)T

v. Administrators must be paid a fixed salary. Commissions may not be used for any portion of the compensation or to supplement an administrative salary. (8-10-06)T

vi. Policies must have been established to govern admissions, hiring procedures, and working conditions; evaluation/assessment of all employees and instructional offerings; awarding of credit and grades that are comparable to other institutions; academic freedom; student and faculty rights and responsibilities; grievance procedures; approval of the curriculum and other academic procedures, etc.; to ensure the quality of educational offerings. (8-10-06)T

vii. The administration must establish procedures for evaluating the effectiveness of the entire institution and for assessing the quality of instruction through established and recognized methods of instructional assessment. Evaluation and assessment results must be used to improve institutional programs and services. Evaluative/assessment processes must involve internal constituents from the institution and appropriate external representatives. (8-10-06)T

**b.** Standard II - Educational Program and Curriculum. Instruction must be the primary focus of the institution, and all instructional activities must be clearly related to the achievement of the institution's mission and objectives. (8-10-06)T

i. The requirements for all instructional programs must be defined clearly, including applicable completion requirements for courses, credits, clinicals, etc. Faculty must be given the responsibility for developing the curriculum for all courses or courses of study or degrees, designing effective learning strategies for students, identifying and organizing all instructional materials and specialized facilities, identifying instructional assessment methods, and evaluating the effectiveness of the course offerings. (8-10-06)T

ii. The institution must identify the number of credits required to earn a degree based on the following guidelines. Forty-five (45) clock-hours of student involvement are required for each semester credit, which includes a minimum of fifteen (15) student contact hours for each semester credit. Degrees are: (8-10-06)T

(1) ASSOCIATE OF APPLIED SCIENCE DEGREE: A credential awarded for completion of requirements entailing at least two (2) years, but less than four (4) years, of full-time professional-technical study with a minimum of sixty (60) semester credits (includes a minimum of sixteen (16) general education credits) and includes mastery of specific competencies drawn from requirements of business/industry; (8-10-06)T

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(2) ASSOCIATE DEGREE: A credential awarded for completion of requirements entailing at least two (2) years, but normally less than four (4) years, of full-time academic work; (8-10-06)T

(3) BACCALAUREATE DEGREE: A credential awarded for completion of requirements entailing at least four (4) years of full-time academic work; (8-10-06)T

(4) MASTER'S DEGREE: A credential awarded for completion of requirements entailing at least one (1) year, but normally not more than two (2) years, of full-time academic work beyond the baccalaureate degree, including any required research; and (8-10-06)T

(5) DOCTORAL DEGREE: A credential awarded for completion of requirements entailing at least three (3) years of full-time academic work beyond the baccalaureate degree, including any required research. (8-10-06)T

iii. Written course descriptions must be developed for all courses and for all courses within a program or degree and include the following: course overview, learning objectives and outcomes, course content, assessment, and grading criteria. A written inventory must be maintained for all course descriptions, and course descriptions must be provided to the faculty. Faculty must be expected to follow course descriptions. A syllabus must be developed for each course and distributed to students at the beginning of the course. (8-10-06)T

iv. For each course or courses of study leading to a degree, the institution shall assure that such courses will be offered with sufficient frequency to enable students to complete the courses of study and degree within the minimum time for completion. (8-10-06)T

c. Standard III - Student Support Services. The institution must have clearly defined written policies that are distributed to students through a variety of print and electronic means. Policies must address students' rights and responsibilities, grievance procedures, and must define what services are available to support students and instructional programs. (8-10-06)T

i. The institution must develop a written admissions policy. The admission of students must be determined through an orderly process using published criteria which must be uniformly applied. Admissions must take into account the capacity of the student to undertake a course of study and the capacity of the institution to provide instructional and other support services the student needs to complete the program. (8-10-06)T

ii. There must be a clearly defined policy for the readmission of students dismissed from the institution for academic reasons. The readmission of students dismissed under this policy should be consistent with the recognized academic standards of admission to the institution. (8-10-06)T

iii. The institution must establish and adhere to a clear and fair policy regarding due process in disciplinary matters, and publish this policy in a handbook, which must include other rights and responsibilities of the students and the grievance procedure. This handbook must be supplied to each student upon enrollment in the institution. The institution must provide the name and contact information for the individual who is responsible for dealing with student grievances and other complaints and for handling due process procedures. (8-10-06)T

iv. The institution must provide an effective program of academic advising for all students enrolled. The program must include orientation to the academic program, academic and personal counseling, career information and planning, placement assistance, and testing services. (8-10-06)T

v. The institution must provide students, prospective students prior to enrollment, and other interested persons with a catalog containing, at a minimum, the following information: the institution's mission; admissions policies; information describing the purpose, length, and objectives for the courses or courses of study or degrees offered by the institution; credit requirements for all courses or courses of study or degrees offered by the institution; procedures for awarding credit for work completed outside the collegiate setting; policies for acceptance of transfer credit; the schedule of tuition, fees, and all other charges and expenses necessary for completion of the courses or courses of study or degrees; cancellation and refund policies; a definition of the unit of credit as it applies



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at the institution; an explanation of satisfactory progress, including an explanation of the grading/assessment system; the institution's calendar, including the beginning and ending dates for each instructional term, holidays, and registration dates; a complete listing of each regularly employed faculty member showing name, area of assignment, rank, and each earned degree held, including degree level, degree designation, and institution that awarded the degree; a complete listing of each administrator showing name, title, area of assignment, and each earned degree held, including degree level, degree designation, and institution that awarded the degree; a statement of legal control with the names of the trustees, directors, and officers of the institution or corporation or other entity; a complete listing of all scholarships offered, if any; a statement describing the nature and extent of available student services; complete and clearly stated information about the transferability of credit to other postsecondary educational institutions, including two-year and four-year colleges and universities; and any such other material facts concerning the institution and the courses or courses of study as are reasonably likely to affect the decision of the student to enroll at the institution. (8-10-06)T

vi. Accurate and secure records must be kept for all aspects of the student academic record including, at a minimum, admissions information, transcripts, and financial transactions. Standards established by the American Association of Collegiate Registrars and Admissions Officers (AACRAO) must be used as a basis for establishing, maintaining, securing, and retaining student records. (8-10-06)T

vii. The institution must provide to each prospective student, newly-enrolled student, and returning student, complete and clearly presented information indicating the institution's current graduation rate by courses of study, and job placement rate by course of study. (8-10-06)T

**d.** Standard IV - Faculty Qualifications, Duties, and Compensation. Faculty qualifications must be clearly defined for each discipline and the assigned location for each faculty member must be identified. (8-10-06)T

i. Faculty must be qualified through academic preparation appropriate to their assigned classes and degree level; i.e., for bachelor degree programs, faculty must have a master's degree from an accredited institution; at the graduate level, a doctoral degree from an accredited institution. Relevant teaching experience or evidence to indicate they will be successful in the classroom must also be considered. Relevant work experience must also be considered. Transcripts for all faculty must be obtained, reviewed, and retained at the institution. Faculty must be recruited from a variety of institutions and backgrounds to enhance diversity and to avoid hiring a disproportionate number of individuals who are graduates of institutional programs. (8-10-06)T

ii. There shall be a sufficient number of full-time faculty members to maintain the continuity and stability of academic programs and policies. At least one full time faculty must be located in Idaho for each course or courses of study or degree, unless the institution can demonstrate specifically why this is not feasible, and identify what provisions have been, or will be, made to serve students effectively. (8-10-06)T

iii. A group of faculty must be organized and given responsibility in conjunction with the institution's chief academic officer for reviewing and approving all courses and courses of study and degrees offered by the institution. This group must also be responsible for overseeing instructional assessment activities and setting standards for program review/evaluation. The group must be of sufficient size to effectively represent a variety of instructional disciplines and faculty perspectives. (8-10-06)T

iv. The ratio of faculty to students in each course must be sufficient to assure effective instruction. (8-10-06)T

v. Faculty must be paid a fixed salary. Commissions may not be used for any portion of the compensation, to supplement faculty salaries, or be connected to recruitment or retention of students. (8-10-06)T

vi. Procedures for evaluating faculty must be established, including provisions for promoting faculty and recognizing scholarly contributions to their academic discipline. (8-10-06)T

vii. A faculty development program must be established to encourage professional advancement and to enhance one's knowledge and instructional expertise. (8-10-06)T

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e. Standard V - Resources, Financial Resources, and Facilities. The institution must have adequate financial resources to accomplish its educational mission and objective. (8-10-06)T

i. A financial officer in a managerial position must be designated for the institution and given responsibility for overseeing all of the financial aspects of the institution. (8-10-06)T

ii. Adequate financial resources must be provided to accomplish the institutional mission and to effectively support the instructional programs, including teaching facilities (i.e., classrooms, labs), instructional materials, supplies and equipment, faculty, staff, library, and the physical and instructional technology infrastructure. (8-10-06)T

iii. The institution must have sufficient reserves so that, together with tuition and fees, it is able to complete its educational obligations to currently enrolled students, even if it were unable to admit any new students. (8-10-06)T

iv. Financial records and reports of the institution must be kept and made separate and distinct from those of any affiliated or sponsoring person or entity. Financial records and reports at a public or non-profit institution must be kept in accordance with the most current guidelines from the National Association of College and University Business Officers. Financial records and reports of a for-profit institution must be kept in accordance with generally accepted accounting principles. A for-profit institution must organize its reports and records under categories or cost centers comparable to accounting funds identified in the most current guidelines from the National Association of College and University Business Officers. (8-10-06)T

v. An annual independent audit of all fiscal accounts of the educational institution must be authorized by the governing board, and must be performed by a properly authorized certified public accountant.(8-10-06)T

f. Standard VI - Library and Instructional Resources. The institution must obtain and properly catalog library and other learning resources and make these resources readily available to its students and faculty. These holdings must be of sufficient quality and depth to support its mission and achievement of student and faculty learning objectives. (8-10-06)T

i. The institution must have adequate library facilities for the library holdings, space for study, and workspace for the librarian and library staff. (8-10-06)T

ii. Library services and resources must be available for student and faculty use with sufficient regularity, and at appropriate hours, to support the mission of the institution and its instructional offerings. (8-10-06)T

iii. If the institution relies on other institutions or entities to provide library resources, or this is done through electronic means, the institution must demonstrate how these arrangements effectively meet the needs of students and faculty. These arrangements must be documented through written agreements. Student and faculty use must be documented and frequently evaluated to ensure quality services are being provided. (8-10-06)T

iv. The library must be administered by professionally trained staff supported by sufficient personnel. (8-10-06)T

**11. Additional Information.** If the Board is unable to determine the nature and activities of an institution on the basis of the information provided by the institution under this rule, then the Board may notify the institution of additional information that it will be required to provide in connection with the application for registration. (8-10-06)T

**12. Verification of Information.** The Board may verify the accuracy of submitted information by inspection, visitation, or any other means it considers necessary. The applicant institution shall be responsible for any costs the Board incurs, including travel, associated with this review. (8-10-06)T

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**13. Criteria for Approval or Denial of Registration.** To be approved for registration, the institution must demonstrate that it is in compliance with chapter 24, title 33, Idaho Code and this rule, including all of the standards described in Subsections 200.10.a. through 200.10.f. of this rule. An institution must remain in compliance for the registration year. (8-10-06)T

**14. Public Information.** All information submitted to the Board in connection with the application is public information, and is subject to disclosure as set forth in the public records act, title 9, chapter 3, Idaho Code. (8-10-06)T

**15. Certificate of Registration.** (8-10-06)T

**a.** A certificate of registration will be issued to a postsecondary educational institution that has paid its registration fee and has been approved under this rule. A certificate evidencing initial registration will be effective the date it is issued, and continue through June 30 of the next succeeding year. A renewal certificate will be for the period July 1 through June 30 of the next succeeding year. No institution that is registered with the Board shall advertise or represent in any manner that it is accredited by the Board. An institution may only represent that it is: "Registered with the Idaho State Board of Education." Registration is not an endorsement of the institution. (8-10-06)T

**b.** If an institution wishes to offer additional courses, courses of study, or degrees during the course of a registration year that were not included in its application to the Board prior to issuance of the certificate of registration, then the institution may submit a supplemental application to the Board, on a form approved by the Board, and pay any additional registration fees that are applicable. If approved, the Board will issue a revised certificate of registration evidencing such approval. (8-10-06)T

**16. Disapproval and Appeal.** If a postsecondary educational institution's request for initial registration, or renewal of registration, is disapproved by the Board, then the institution may appeal such decision in accordance with chapter 52, title 67, Idaho Code. The request must be in writing and made to the office within thirty (30) days of the date the institution is notified of the disapproval. (8-10-06)T

**17. Withdrawal of Approval.** (8-10-06)T

**a.** The Board may refuse to renew, or may revoke or suspend approval of, an institution's registration by giving written notice and the reasons therefore to the institution. The institution may request a hearing relating to such decision under IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General." (8-10-06)T

**b.** Withdrawal of approval may be for one or more of the following reasons: (8-10-06)T

**i.** Violation of chapter 24, title 33, Idaho Code or this rule; (8-10-06)T

**ii.** Providing false, misleading, deceptive, or incomplete information to the Board; (8-10-06)T

**iii.** Presenting to prospective or current students information about the institution which is false, fraudulent, misleading, deceptive, or inaccurate in a material respect; or (8-10-06)T

**iv.** Refusing to allow reasonable inspection or to supply reasonable information after a written request by the Board has been received. (8-10-06)T

**c.** If any information contained in the application submitted by the institution becomes incorrect or incomplete, then the registered institution shall notify the Board of such change within thirty (30) days. An institution that ceases operation during the course of a registration year shall immediately inform the Board of this event. (8-10-06)T

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**201 -- 299. (RESERVED).**

**300. ACCEPTANCE OF ACADEMIC CREDIT AT IDAHO PUBLIC POSTSECONDARY EDUCATIONAL INSTITUTIONS.**

**01. Authority.** Section 33-107(6)(b), Idaho Code, provides that the Board has the power to determine whether a course or courses of study for academic credit is transferable to, and will be accepted by, a public postsecondary educational institution in Idaho. (8-10-06)T

**02. Criteria.** Academic credit shall not be transferred into any Idaho public postsecondary institution from a postsecondary educational institution that is not accredited by an organization recognized by the Board, as set forth in Subsections 100.02.a. and 100.02.b. of this rule. A course or courses of study for academic credit shall be evaluated and reviewed to determine whether such course is comparable to a course offered by an Idaho public postsecondary educational institution. (8-10-06)T

**03. Procedure.** (8-10-06)T

**a.** A determination of whether a course or courses of study will be accepted for academic credit at an Idaho public higher education institution will be made after evaluation and review. An institution seeking such evaluation and review will be required to submit to the Board's chief higher education academic officer the documentation and/or information related to such course or courses of study, who will review and evaluate the request with the input and advice of CAAP. (8-10-06)T

**b.** Should a course or courses of study be evaluated as acceptable or comparable to a course or course of study offered by an Idaho public institution, then it will be accepted for academic credit by the Board and thus accepted by the public postsecondary institutions in Idaho. (8-10-06)T

**c.** A course or courses of study that are evaluated and determined not to be acceptable or comparable to a course or courses of study offered by an Idaho public institution shall not be accepted for academic credit at an Idaho public postsecondary institution. (8-10-06)T

**301. -- 399. (RESERVED).**

**400. REGISTRATION OF PROPRIETARY SCHOOLS.**

**01. Delegation.** Section 33-2403, Idaho Code, provides that a proprietary school must hold a valid certificate of registration issued by the Board or its designee. The Board delegates authority to the Idaho State Department of Education to register proprietary schools, in accordance with this rule. (8-10-06)T

**02. Registration Requirement.** (8-10-06)T

**a.** Unless exempted by statute or this rule, as provided herein, a proprietary school which maintains a presence within the state of Idaho, or which operates or purports to operate from a location within the state of Idaho, shall register annually and hold a valid certificate of registration issued by the Department. A school shall not conduct, provide, offer, or sell a course or courses of study unless registered. A school shall not solicit students for or on behalf of such school, or advertise in this state, unless registered. (8-10-06)T

**b.** Initial registration shall be for the period beginning on the date of issue of a certificate of registration and continue through June 30 of the next succeeding year. A registered proprietary school must renew its certificate of registration annually and renewal of registration is not automatic. Renewal of registration shall be for the period beginning on July 1 of any year, and continue through June 30 of the next succeeding year. (8-10-06)T

**03. Exemptions from Registration.** The following individuals or entities are specifically exempt from the registration requirements of this rule: (8-10-06)T

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**a.** An individual or entity that offers instruction or training solely avocational or recreational in nature, as determined by the Board. (8-10-06)T

**b.** An individual or entity that offers courses recognized by the Board which comply in whole or in part with the compulsory education law. (8-10-06)T

**c.** An individual or entity that offers a course or courses of study sponsored by an employer for the training and preparation of its own employees, and for which no tuition fee is charged to the student. (8-10-06)T

**d.** An individual or entity which is otherwise regulated, licensed, or registered with another state agency pursuant to title 54, Idaho Code. (8-10-06)T

**e.** Aviation school or instructors approved by and under the supervision of the federal aviation administration. (8-10-06)T

**f.** An individual or entity that offers intensive review courses designed to prepare students for certified public accountancy tests, public accountancy tests, law school aptitude tests, bar examinations or medical college admissions tests, or similar instruction for test preparation. (8-10-06)T

**g.** An individual or entity offering only workshops or seminars lasting no longer than three (3) calendar days. (8-10-06)T

**h.** A parochial or denominational institution providing instruction or training relating solely to religion and for which degrees are not granted. (8-10-06)T

**i.** An individual or entity that offers postsecondary credit through a consortium of public and private colleges and universities under the auspices of the western governors. (8-10-06)T

**04. Application.** A proprietary school that is required to register under this rule must submit to the Department an application for registration (either an application for initial registration, or renewal of registration, as applicable), on a form approved by the Department. The application must include a list of each course or courses of study the applicant school intends to conduct, provide, offer or sell in Idaho during the registration year. (8-10-06)T

**05. Registration Fees and Costs.** A registration fee shall accompany each application for initial registration or renewal of registration. The fixed portion of such annual registration fee shall be in the amount of one hundred dollars (\$100) for each school. The variable portion of such annual registration fee shall be in the amount of one hundred dollars (\$100) for each course to be offered by the school during the registration year. Fees are not refundable. (8-10-06)T

**06. Deadline for Registration.** An initial application for registration may be submitted to the Department at anytime. A school should expect the Department's review process for an initial registration to take approximately three (3) to five (5) months. An application for renewal of registration must be submitted to the Department on or before the first business day of May that precedes a registration year. (8-10-06)T

**07. Information Required.** (8-10-06)T

**a.** Such application must include the information requested on the application form. In addition, a school applying for registration must submit information and/or documentation with its application for registration that documents compliance with all of the standards, I through V, set forth in Subsections 400.08.a. through 400.08.e. of this rule. (8-10-06)T

**b.** The Department may, in connection with a renewal of registration, request that a school only submit information that documents changes from the previous year, provided that the school certifies that all information and/or documentation submitted in a previous registration year remains current. The annual registration fee, described in Subsection 400.05 of this rule, shall remain applicable. (8-10-06)T

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**08. Approval Standards for Registration of Proprietary Schools.** The Board and its designee accepts the responsibility for setting and maintaining approval standards for proprietary schools that plan to offer courses or a set of related courses in or from Idaho in order to protect consumers and to ensure quality educational programs are provided throughout the state. A school must meet all of the standards prior to issuance of a certificate of registration and the school must provide required evidence to document compliance with the standards as identified in the application form. A certificate of registration may be denied if all of the standards are not met. (8-10-06)T

**a. Standard I - Legal Status and Administrative Structure.** The school must be in compliance with all local, state and federal laws, administrative rules, and other regulations applicable to proprietary schools. (8-10-06)T

i. The school must have a clearly stated educational purpose that is consistent with the courses or a set of related courses under consideration for approval by the Department. (8-10-06)T

ii. The ownership of the school, its agents, and all school officials must be identified by name and title. (8-10-06)T

iii. Each owner, agent, and school official must be appropriately qualified to ensure courses are of high quality and the rights of students are protected. (8-10-06)T

iv. Policies must have been established to govern admissions, hiring procedures, and working conditions; evaluation/assessment of all employees and instructional offerings; student and instructor rights and responsibilities; grievance procedures; approval of the curriculum and other academic procedures to ensure the quality of educational offerings. (8-10-06)T

v. Procedures for assessing/evaluating the effectiveness of instruction must be established. Evaluation and assessment results must be used to improve courses or courses of study. (8-10-06)T

**b. Standard II - Courses or Courses of Study.** Instruction must be the primary focus of the school, and all instructional activities must be clearly related to the achievement of the stated instructional objectives. All courses or courses of study must prepare students to enter employment upon completion of the program or prepare them for self-employment. (8-10-06)T

i. The requirements for each course or courses of study must be defined clearly including applicable completion requirements or other requirements such as practicums, clinicals, etc. Instructors must be given the responsibility for developing the curriculum for all courses or courses of study, designing effective learning strategies for students, identifying and organizing all instructional materials and specialized facilities, identifying instructional assessment methods, and evaluating the effectiveness of the course offerings. (8-10-06)T

ii. Written course descriptions must be developed for all courses or courses of study including: course overview, learning objectives and outcomes, course content, assessment, and grading criteria. A written inventory must be maintained for all course descriptions and course descriptions must be provided to instructors. Instructors must be expected to follow course descriptions. A syllabus must be developed for each course and distributed to students at the beginning of the course. (8-10-06)T

iii. The school must assure that a course or courses of study will be offered with sufficient frequency to enable students to complete courses or courses of study within the minimum time for completion. (8-10-06)T

iv. The school must clearly state the cost of each course or courses of study and identify the payment schedule. This information must be provided in written form to students, and the refund policy must also be given to students in writing. (8-10-06)T

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v. All advertising, pamphlets, and other literature used to solicit students and all contract forms must accurately represent the purpose of the school, its courses or courses of study, job opportunities, and other relevant information to assist students in making an informed decision to enroll. The school must provide to each prospective student, newly-enrolled student, and returning student, complete and clearly presented information indicating the school's current completion and job placement rate. (8-10-06)T

c. Standard III - Student Support Services. The school must have clearly defined written policies that are distributed to students through a variety of print and electronic means. Policies must address students rights and responsibilities, grievance procedures, and define what services are available to support students. (8-10-06)T

i. The school must develop a written admissions policy. The admission of students must be determined through an orderly process using published criteria which must be uniformly applied. Admissions must take into account the capacity of the student to undertake a course or courses of study and the capacity of the school to provide instructional and other support services the student needs to complete the program. (8-10-06)T

ii. There must be a clearly defined policy for the readmission of students dismissed from the school. The readmission of students dismissed under this policy must be consistent with the recognized standards of admission to the school. (8-10-06)T

iii. The school must establish and adhere to a clear and fair policy regarding due process in disciplinary matters, and publish this policy in a handbook, which must include other rights and responsibilities of the students and the grievance procedure. This handbook must be supplied to each student upon enrollment in the school. The school must provide the name and contact information for the individual who is responsible for dealing with student grievances and other complaints and for handling due process procedures. (8-10-06)T

iv. The school must provide written information to prospective students prior to enrollment to include the following: information describing the purpose, length, and objectives of the courses or courses of study; completion requirements for the courses or courses of study; the schedule of tuition, fees, and all other charges and all expenses necessary for completion of the courses or courses of study; cancellation and refund policies; an explanation of satisfactory progress, including an explanation of the grading/assessment system; the calendar of study including registration dates, beginning and ending dates for all courses, and holidays; a complete list of instructors and their qualifications; a listing of available student services; and other information about the courses or courses of study that are likely to affect the decision of the student to enroll in the school. (8-10-06)T

v. Accurate and secure records must be kept for all aspects of the student record including, at minimum, admissions information, and the courses each student completed. (8-10-06)T

d. Standard IV - Faculty Qualifications and Compensation. (8-10-06)T

i. Instructor qualifications (training and experience) must be described and the assigned location for each instructor must be identified. (8-10-06)T

ii. There must be a sufficient number of full-time instructors to maintain the continuity and stability of courses. (8-10-06)T

iii. The ratio of instructors to students in each course must be sufficient to assure effective instruction. (8-10-06)T

iv. Instructors must be paid a fixed salary. Commissions may not be used for any portion of the compensation, to supplement faculty salaries, or be connected to recruitment or retention of students. (8-10-06)T

v. Procedures for evaluating instructors must be established. Provisions for student evaluation are recommended. (8-10-06)T

e. Standard V - Resources, Finance, Facilities, and Instructional Resources. (8-10-06)T

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i. Adequate financial resources must be provided to accomplish instructional objectives and to effectively support the instructional program, including teaching facilities (i.e., classrooms, labs), instructional materials, supplies and equipment, instructors, staff, library, and the physical and instructional technology infrastructure. (8-10-06)T

ii. The school must have sufficient reserves so that, together with tuition and fees, it is able to complete its educational obligations to currently enrolled students, even if it were unable to admit any new students. If the school is unable to fulfill its obligations to students, the school must make arrangements with another proprietary school to have students complete a comparable course or courses of study (a teach-out provision). (8-10-06)T

iii. Financial records and reports of the school must be kept and made separate and distinct from those of any affiliated or sponsoring person or entity. Financial records and reports at a school shall be kept in accordance recognized financial accounting methods. (8-10-06)T

iv. The school must have adequate instructional resource materials available to students, either on site or through electronic means. These materials must be housed in a designated area and be available for students and instructors with sufficient regularity and at appropriate hours to support achievement of course objectives or to promote effective teaching. (8-10-06)T

v. If the school relies on other schools or entities to provide library resources or instructional resources, the school must demonstrate how these arrangements effectively meet the needs of students and faculty. These arrangements must be documented through written agreements. Student and faculty use must be documented and frequently evaluated to ensure quality services are being provided. (8-10-06)T

**09. Additional Information.** If the Department is unable to determine the nature and activities of a school on the basis of the information provided by the school under this rule, then the Department may notify the school of additional information that it will be required to provide in connection with the application for registration. (8-10-06)T

**10. Verification of Information.** The Department may verify the accuracy of submitted information by inspection, visitation, or any other means it considers necessary. The applicant school shall be responsible for any costs the Department incurs including travel, associated with this review. (8-10-06)T

**11. Criteria for Approval or Denial of Registration.** To be approved for registration, the school must demonstrate that it is in compliance with chapter 24, title 33, Idaho Code and this rule, including all of the standards described in Subsections 400.08.a. through 400.08.e. of this rule. A school must remain in compliance for the registration year. (8-10-06)T

**12. Public Information.** All information submitted to the Department is public information, and is subject to disclosure as set forth in the public records act, title 9, chapter 3, Idaho Code. (8-10-06)T

**13. Certificate of Registration.** (8-10-06)T

a. A certificate of registration will be issued to a proprietary school that has paid its registration fee and been approved under this rule. A certificate evidencing initial registration will be effective the date it is issued, and continue through June 30 of the next succeeding year. A renewal certificate will be for the period July 1 through June 30 of the next succeeding year. No school that is registered with the Department shall advertise or represent in any manner that it is accredited by the Department. An institution may only represent that it is: "Registered with the Idaho State Department of Education." Registration is not an endorsement of the school. (8-10-06)T

b. If a school wishes to offer additional courses or courses of study during the course of a registration year that were not included in its application to the Department prior to issuance of the certificate of registration, then the school may submit a supplemental application to the Department, on a form approved by the Department,



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and pay any additional registration fees that are applicable. If approved, the Department will issue a revised certificate of registration evidencing such approval. (8-10-06)T

**14. Disapproval and Appeal.** If a proprietary school's request for initial registration or a renewal of registration is disapproved by the Department, then the school may appeal such decision in accordance with chapter 52, title 67, Idaho Code. The request must be in writing and made to the Department within thirty (30) days of the date the school is notified of the disapproval. (8-10-06)T

**15. Withdrawal of Approval.** (8-10-06)T

**a.** The Department may refuse to renew, or may revoke or suspend approval of a school's registration by giving written notice and the reasons therefore to the school. The school may request a hearing under IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Attorney General." (8-10-06)T

**b.** Withdrawal of approval may be for one or more of the following reasons: (8-10-06)T

**i.** Violation of chapter 24, title 33, Idaho Code or this rule. (8-10-06)T

**ii.** Providing false, misleading, deceptive, or incomplete information to the Department. (8-10-06)T

**iii.** Presenting to prospective or current students information about the school which is false, fraudulent, misleading, deceptive, or inaccurate in a material respect; or (8-10-06)T

**iv.** Refusing to allow reasonable inspection or to supply reasonable information after a written request by the Department has been received. (8-10-06)T

**c.** If any information contained in the application submitted by the school becomes incorrect or incomplete, then the registered school shall notify the Department of such change within thirty (30) days. A school that ceases operation during the course of a registration year shall immediately notify the Department of this event. (8-10-06)T

**16. Agent's Permit.** Each proprietary school shall ensure that its agents have a valid permit, and that all of its agents are in compliance with Section 33-2404, Idaho Code. (8-10-06)T

**17. Annual Agent's Permit Fee.** The annual fee for the agent's permit shall be fifty dollars (\$50.00). The agent's permit must be renewed annually upon reapplication and proper qualifications, as required by Section 33-2404, Idaho Code. (8-10-06)T

**18. Surety Bond.** Each proprietary school shall obtain a surety bond and comply with the provisions in Section 33-2406, Idaho Code. (8-10-06)T

**19. Student Tuition Recovery Account.** Each proprietary school shall comply with the provisions of Section 33-2407, Idaho Code, relating to a student tuition recovery account. (8-10-06)T

**401. -- 999. (RESERVED).**

**INSTRUCTION, RESEARCH & STUDENT AFFAIRS**  
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**SUBJECT**

Reorganization of the Limited English Proficiency Program and the National Assessment of Educational Progress Program

**APPLICABLE STATUTE, RULE, OR POLICY**

N/A

**BACKGROUND**

Superintendent Luna and staff in the Office of the State Board of Education (OSBE) have discussed the need for Idaho's assessment program to be separate from the actual implementation of educational programs, in order to create a form of checks and balances.

At this time the discussions have prompted changes for the National Assessment of Educational Progress (NAEP), currently managed by the SDE and the Limited English Program (LEP) program, currently managed by the OSBE.

**NAEP**

The NAEP Program, known as the "Nation's Report Card," is the only national representative and continuing assessment of what America's students know and can do. Its major goals are to measure student achievement and to report change in performance over time. NAEP provides results for the nation and for the states. The Idaho State Board of Education includes NAEP in the statewide testing program because it provides comparative state and national information about student achievement in reading, mathematics, science, and writing.

**Limited English Proficiency Program**

The State LEP Program, inclusive of Title III funds and the oversight of the LEP state funds and programming was transitioned to the Office of the State Board of Education in early 2004. The full program is currently administered by the program manager in OSBE; however, SDE continually assists LEP students through its comprehensive technical assistance and programming for all students in the state. The SDE serves LEP students through the Title I program and content area instruction, as LEP students are a part of the overall student population.

**DISCUSSION**

1. The NAEP program, associated funding, and the FTE, which are currently at SDE will move to OSBE. The nature of the program and the management will remain the same for this federal program.
2. It has been discussed between SDE and OSBE that due to the nature of providing service to students in the state, that the LEP program be transitioned back to SDE. The assessment portion of the program, which is the IELA assessment, would remain with the Board.

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The following information details more specifically how the LEP Program and IELA assessment should be split and managed separately.

I. The State Department of Education would assume the management of the LEP Program, inclusive of:

1. Budget oversight

- Management, allocation, and distribution of Title III funds to districts
- Management and allocation of State LEP funds to Districts.
- Payment of State LEP funds to districts based on OSBE allocations, as the state LEP funding remains a part of the Public School Appropriation.
- Allocation and oversight of the newly approved \$750,000 school improvement funds, targeted for schools/districts that have missed AYP Reading and Math for LEP students. *If approved in the 2007 Legislative session.*

2. Programming

- Provide for ongoing coordination of the recommendations provided by the Sub Committee in June 2005
- Provide for ongoing implementation of the “Idaho Map of Standards for English Learners”, inclusive of offering ongoing professional development opportunities to Idaho educators
- Development of the English Language Development standards for the content areas of Math and Science, as required under Title III of NCLB
- Annual LEP Program Data collection –June each year
- Ensure school district compliance – monitoring and evaluation/Federal Program reviews
- Provide ongoing technical assistance to districts
- Review of annual LEP plans and budgets
- State and Federal reporting (to be completed in conjunction with IELA assessment manager)
- Provide detailed program guidance to all districts with LEP students
- Recommend policy regarding English language learners to the Board and Legislature
- Manage the State LEP web pages (in conjunction with the IELA program)
- Provide assistance to English language learners targeted in all Title I programs (i.e. Reading First, etc)
- Coordinate program with Title I school improvement and the Title IC Migrant program
- Manage accountability plan/sanctions for districts with LEP students, as per federal guidelines

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- Introduce statewide sanctions and provide technical assistance to school districts if growth targets on the IELA are not met for 2 or more consecutive years (Annual Measurable Achievement Objectives – AMAOs)
- II. The State Board of Education would assume the management of the Idaho English Language Assessment (IELA), inclusive of:
- Manage IELA contract and renewal of contract
  - Manage processes and procedures for IELA spring and English Language Learner (ELL) Placement tests
  - Coordinate with all school districts to ensure all LEP students in the state are annually assessed
  - Manage IELA trainings
  - Determine annual growth percentages/targets (Annual Measurable Achievement Objectives – AMAOs) for LEP students taking assessment.
  - Provide data analysis of results for outside stakeholders
  - Provide IELA data for state and Federal reports
  - Manage validity and reliability and external review of the IELA
  - Manage district compliance within the assessment arena

**IMPACT**

**Staffing impact:**

NAEP: The impact on staffing would be that the FTE and current staff would move to the OSBE to run the NAEP program from the Board office.

LEP: The impact on staffing would be that an LEP Program manager would need to be hired SDE, with a current empty FTE position.

**Fiscal impact:**

NAEP: The full federal amount allocated to Idaho for the NAEP program would move to the OSBE, along with the staff and current FTE.

LEP: A total of \$105,000 is annually allowable under Title III for salaries. The SDE and OSBE have agreed that \$71,000 would remain at the Board to run the IELA assessment and work with the LEP student components of the ISAT. The amount of \$34,000 would be distributed to the department to use as partial funding of a Title I/Title III (LEP) Coordinator. The SDE already has an FTE and supplemental funds that will be used for this position.

The program portion of the Title III allocation, which totals \$70,000 per year, will be split equally between SDE and OSBE. The SDE will use the \$35,000 to provide technical support to the districts, inclusive of professional development, monitoring and evaluation, and accountability oversight. OSBE will use the \$35,000 to run the assessment program, inclusive of funding external reviews, providing data

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analysis and Federal data reporting, and providing technical assistance to districts regarding assessment.

All direct district allocations under the Title III allocation will be passed through to the SDE.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends that by March 1, 2007 the NAEP program and manager are moved to the OSBE.

Board staff recommends that by March 1, 2007, LEP program responsibilities be split into two positions: IELA assessment manager and LEP Program manager.

**BOARD ACTION**

A motion to approve the recommendation to transition the NAEP program to the Office of the State Board of Education and the LEP program to the State Department of Education by March 1, 2007.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>BOISE STATE UNIVERSITY</b> Head Football Coach	Motion to approve
<b>2</b>	<b>IDAHO STATE UNIVERSITY</b> Head Football Coach	Motion to approve
<b>3</b>	<b>UNIVERSITY OF IDAHO</b> Head Football Coach	Motion to approve
<b>4</b>	<b>UNIVERSITY OF IDAHO</b> New Positions - University Advancement	Motion to approve
<b>5</b>	<b>IDAHO SCHOOL FOR THE DEAF AND THE BLIND</b> Executive Appointment	Motion to approve

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

**\*\*\* REVISED \*\*\***

**SUBJECT**

Boise State University (BSU) requests approval of the new employment contract and addendum for head football coach, Chris Petersen.

**APPLICABLE STATUTE, RULE OR POLICY**

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

**DISCUSSION**

In January 2007, the University began negotiating a renewal of the contract with Chris Petersen, contingent upon Board approval. Attachment 1, the employment contract, contains the duties, responsibilities and conditions of employment. Addendum No. 1 (Attachment II) contains additional terms and compensation.

**IMPACT**

The term for both the Employment Contract and the Addendum is five years commencing February 1, 2007 and terminating on January 31, 2012. The base salary for 2007 is \$150,000. There is additional compensation from media and public appearances (non-state funds) for this same time period in the amount of \$750,000, resulting in a Total Salary for 2007 of \$900,000. The Total Salary outlined above may be paid to the Coach by the University or by radio or television stations that own the rights to University broadcasts, or by other third party sources, or by any combination of the University, radio station, television station and other sources.

There are additional incentives and expectations, as well as liquidated damages and deferred compensation, as detailed in the attached proposed contract addendum below.

**ATTACHMENTS**

Attachment 1 – Employment Contract	Page 3
Attachment 2 – Employment Contract-Redline version	Page 15
Attachment 3 – Addendum #1	Page 27
Attachment 4 – Addendum #1-Redline version	Page 31
Attachment 5 – Contract Comparison Matrix	Page 35



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

**\* \* \* REVISED \* \* \***

**STAFF AND COMMENTS AND RECOMMENDATIONS**

The contract includes an incentive payment of \$20,000 if the football team achieves a certain Academic Progress Rate (APR) level. As reported by the National Collegiate Athletic Association (NCAA), the most recent official multi-year rate for the BSU football team is 948. The NCAA Division I-A average for the same two academic years is 930. The threshold for an incentive payment to the employee is a team APR of 955.

The contract includes liquidated damages of \$750,000 if the coach voluntarily leaves before the end of the 2009 season; \$550,000 between the end of the 2009 season until the end of the 2010 season, and no payment after the end of the 2010 season. The liquidated damages shall be due and payable within ten (10) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate twelve (12) percent per annum until paid.

Staff recommends approval of the contract.

**BOARD ACTION - REVISED**

A motion to approve an employment agreement between Boise State University and Chris Peterson as the Head Football Coach, at a regular compensation amount of \$150,000, plus supplemental media compensation in the amount of \$700,000, for a total of \$850,000. Additional supplemental compensation amounts, if earned, will be provided as noted in the contract.

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

## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University) and Chris Petersen (Coach).

### ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with a Division I-A head football coach.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five ( 5 ) years, commencing on February 1, 2007 and terminating, without further notice to Coach, on January 31, 2012 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) A salary as set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), 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 calculated on the "base salary" 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.** As set forth in the attached Addendum.

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation hereunder 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). 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.

3.2.3 **SUMMER CAMP—OPERATED BY UNIVERSITY.** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.2.4 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. In order to avoid entering into an agreement with a competitor of any University selected vendors, 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, 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 and paid from the University to Coach, 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 Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report

shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of 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 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 set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## 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 policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- 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 by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, 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 "total salary" set forth in section 3.1.1 (and the attached Addendum), 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, or had the opportunity to consult with, 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 written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

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 and pursues employment in football, coaching or any capacity in sports 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 before the final game of the 2009 football season (including a bowl game), the sum of \$750,000.00; (b) if the Agreement is terminated after the final game of the 2009 football season (including a bowl game) but before the final game of the 2010 football season (including a bowl game), the sum of \$550,000.00. The liquidated damages shall be due and payable within ten (10) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate twelve (12) percent per annum until paid.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, 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 and lose the benefit of its investment in the 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.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

5.7 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.

5.8 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 Policies or 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 Trustees and executed by both parties as set forth

below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the football 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 Non-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  
    1910 University Drive  
    Boise, Idaho 83725-1020

with a copy to:                    President  
    1910 University Drive  
    Boise, Idaho 83725-1000

the Coach:                         Chris Petersen  
    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.

**ATTACHMENT 1- Clean**

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Robert Kustra, President    Date

\_\_\_\_\_  
Chris Petersen                      Date

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2007.

## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University) and Chris Petersen (Coach).

### ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with a Division I-A head football coach.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five ( 5 ) years, commencing on ~~January 1, 2006~~February 1, 2007 and terminating, without further notice to Coach, on ~~December 31, 2010~~January 31, 2012 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) A salary as set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), 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 calculated on the "base salary" 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. As set forth in the attached Addendum.

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation hereunder 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). 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.

3.2.3 **SUMMER CAMP—OPERATED BY UNIVERSITY.** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.2.4 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. In order to avoid entering into an agreement with a competitor of any University selected vendors, 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, 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 and paid from the University to Coach, 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 Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report

shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of 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 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 set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## 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 policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- 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 by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, 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 "total salary" set forth in section 3.1.1 (and the attached Addendum), 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, or had the opportunity to consult with, 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 written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

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 and pursues employment in football, coaching or any capacity in sports 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 before the final game of the 2007~~9~~<sup>9</sup> football season (including a bowl game), the sum of \$750,000.00; (b) if the Agreement is terminated after the final game of the 2008~~9~~<sup>9</sup> football season (including a bowl game) but before the final game of the 2009~~10~~<sup>10</sup> football season (including a bowl game), the sum of \$550,000.00. The liquidated damages shall be due and payable within ten (10) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate twelve (12) percent per annum until paid.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, 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 and lose the benefit of its investment in the 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.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

5.7 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.

5.8 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 Policies or 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 Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the football 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 Non-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  
   1910 University Drive  
   Boise, Idaho 83725-1020

with a copy to:                    President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                         Chris Petersen  
   Last known address on file with  
   University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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



6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

\_\_\_\_\_  
Robert Kustra, President      Date

\_\_\_\_\_  
Chris Petersen                      Date

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 20067.

**ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT**

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of February, 2007, subject to the approval of the State Board of Education.
2. The COACH is being hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
  - a. "Position" will mean the position described in paragraph 2, above.
  - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
  - c. "Program" shall mean the Football program.
  - d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
  - e. "NCAA" means the National Collegiate Athletic Association.
    1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
  - f. "Athletic Director" means the BSU Director of Athletics or his designee.
  - g. "Coaching" means to direct and supervise the athletes participating in the program.
  - h. "BAA" means the Bronco Athletic Association.
  - i. "Post-season" means participation in a Bowl game.
  - j. "BCS" mean the Bowl Championship Series organization.
  - k. "Total Salary" means the total of the base salary and supplemental salary as described in sections 7.a and 7.b in any one year period.

4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence February 1<sup>st</sup>, 2007 and shall continue until the Agreement terminates on the 31st day of January, 2012; provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA noon luncheons during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Compensation: COACH will be compensated for services under the Agreement more specifically as follows:

a. Base salary (state appropriated funds) as referred to in paragraph 3.1 of the Agreement shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2007 – January 31, 2008	\$150,000

b. Additional salary (from media/public appearance/non-state funds) shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2007 – January 31, 2008	\$700,000

c. Total Salary (total of a. and b. above) is \$850,000.

The Total Salary outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY.

d. Merit raises: Merit increases shall be made to COACH'S Total Salary annually, based upon performance in the last immediate regular and post season as follows:

- ◆ 8 wins = 5% increase in total salary
- ◆ 10 wins = 10% increase in total salary
- ◆ 12 wins = 19% increase in total salary

c. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

8. Supplemental pay based upon performance (Agreement section 3.2).

a. Supplemental pay relating to post-season national rank shall be the greater of the following:

- (i) 1/12<sup>th</sup> of Total Salary if the football team is ranked in the top 25 of either of the final two polls (used by the BCS to determine BCS rankings) at the conclusion of all the bowl games played. Currently, these polls are the Harris Poll and the USA Today Coach's Poll; or,
- (ii) 1/12<sup>th</sup> of Total Salary plus \$25,000 if the football team is ranked in the top 10 of either poll referenced in (i) above.

b. Supplemental pay relating to regular season and post season competition shall be based on one of the following:

- (i) 1/12<sup>th</sup> of Total Salary for winning the conference championship; or,
- (ii) 5% of Total Salary for a post season bowl appearance without a conference championship; or,

(iii) \$100,000 if the football team participates in any one of the five BCS bowl games.

Any supplemental pay earned pursuant to this paragraph shall be paid on February 1st following the football season in which earned.

- 9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):
  - a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any supplemental pay earned pursuant to this paragraph shall be paid on October 1<sup>st</sup> each year.

10. COACH shall have a "public relations" account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. Liquidated damages: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive The University will set forth a deferred compensation agreement under section 457(f), 415(m) or other similar provisions of the IRS Code that meets the following criteria:

- a. If COACH stays employed in the position until August 1, 2009, and thus completes the first two and one-half years of this Agreement without being in material breach, the University will place the sum of \$250,000 in the deferred compensation agreement on COACH's behalf.
- b. If COACH stays employed in the position until January 31, 2012, and thus completes the second two and one-half years of this Agreement without being in material breach, the University will place the sum of \$250,000 in the deferred compensation agreement on COACH's behalf.
- c. The payment of any sums placed in the deferred compensation agreement will be payable to the COACH on terms set forth in such plan. The deferred compensation agreement will be brought to the State Board of Education for approval upon its completion.

**COACH**

**BOISE STATE UNIVERSITY**

\_\_\_\_\_  
Chris Petersen  
Head Football Coach

By: \_\_\_\_\_  
Robert Kustra  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT**

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of ~~January~~February, 200~~7~~6, subject to the approval of the State Board of Education.
2. The COACH is being hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
  - a. "Position" will mean the position described in paragraph 2, above.
  - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
  - c. "Program" shall mean the Football program.
  - d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
  - e. "NCAA" means the National Collegiate Athletic Association.
    1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
  - f. "Athletic Director" means the BSU Director of Athletics or his designee.
  - g. "Coaching" means to direct and supervise the athletes participating in the program.
  - h. "BAA" means the Bronco Athletic Association.
  - i. "Post-season" means participation in a Bowl game.
  - j. "BCS" mean the Bowl Championship Series organization.
  - k. "Total Salary" means the total of the base salary and supplemental salary as described in sections 7.a and 7.b in any one year period.
4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence ~~January-February~~February 1<sup>st</sup>, 200~~6~~7 and shall continue until the Agreement terminates on the 31st day of ~~December~~January, 201~~0~~2; provided, however, that this

provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA noon luncheons during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Compensation: COACH will be compensated for services under the Agreement more specifically as follows:

a. Base salary (state appropriated funds) as referred to in paragraph 3.1 of the Agreement shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
<del>January 1, 2006 – December 31, 2006</del>	<del>\$141,744</del>
<del>February 1, 2007 – January 31, 2008</del>	<del>\$150,000</del>

b. Additional salary (from media/public appearance/non-state funds) shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
<del>February 1, 2007 – January 31, 2008</del>	<del>\$700,000</del>
<del>January 1, 2006 – December 31, 2006</del>	<del>\$358,256</del>

c. Total Salary (total of a. and b. above) is \$~~50~~850,000.

The Total Salary outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY.

d. Merit raises: Merit increases shall be made to COACH'S Total Salary annually, based upon performance in the last immediate regular and post season as follows:

- ◆ ~~68~~ wins = 5% increase in total salary
- ◆ ~~810~~ wins = 10% increase in total salary
- ◆ ~~102~~ wins = ~~159~~% increase in total salary

c. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

8. Supplemental pay based upon performance (Agreement section 3.2).

a. Supplemental pay relating to post-season national rank shall be the greater of the following:

- (i) 1/12<sup>th</sup> of Total Salary if the football team is ranked in the top 25 of either of the final two polls (used by the BCS to determine BCS rankings) at the conclusion of all the bowl games played. Currently, these polls are the Harris Poll and the USA Today Coach's Poll; or,
- (ii) 1/12<sup>th</sup> of Total Salary plus \$25,000 if the football team is ranked in the top 10 of either poll referenced in (i) above.

b. Supplemental pay relating to regular season and post season competition shall be based on one of the following:

- (i) 1/12<sup>th</sup> of Total Salary for winning the conference championship; or,
- (ii) 5% of Total Salary for a post season bowl appearance without a conference championship; or,
- (iii) \$100,000 if the football team participates in any one of the five BCS bowl games.

Any supplemental pay earned pursuant to this paragraph shall be paid on February 1st following the football season in which earned.



- 9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):
  - a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any supplemental pay earned pursuant to this paragraph shall be paid on October 1<sup>st</sup> each year.

10. ~~Employee~~ COACH shall have a “public relations” account of \$27,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. Liquidated damages: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive The University will set forth a deferred compensation agreement under section 457(f), 415(m) or other similar provisions of the IRS Code that meets the following criteria:

- a. If COACH stays employed in the position until August 1, 2009, and thus completes the first two and one-half years of this Agreement without being in material breach, the University will place the sum of \$250,000 in the deferred compensation agreement on COACH's behalf.
- b. If COACH stays employed in the position until January 31, 2012, and thus completes the second two and one-half years of this Agreement without being in material breach, the University will place the sum of \$250,000 in the deferred compensation agreement on COACH's behalf.
- c. The payment of any sums placed in the deferred compensation agreement will be payable to the COACH on terms set forth in such plan. The deferred compensation agreement will be brought to the State Board of Education for approval upon its completion.

**COACH**

**BOISE STATE UNIVERSITY**

\_\_\_\_\_  
Chris Petersen  
Head Football Coach

By: \_\_\_\_\_  
Robert Kustra  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Chris Petersen, Boise State University, Head Football Coach – 2007 – Multi-Year Contract

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
1.3	Duties	1.3 Duties	Deleted the reassignment clause and added language to define the duties of the Coach.
3.2	Supplemental Compensation	3.2.1 Supplemental Compensation; language added	Language provides specific criteria for athletic achievement supplemental compensation and is moved from the base contract to the addendum.
3.2	Supplemental Compensation	3.2.2 & 3.2.3 Supplemental Compensation; language added	Language provides specific criteria for athletic and academic achievement supplemental compensation and is moved from the base contract to the addendum.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; language deleted	More details regarding the apparel contracts are found in the addendum.
3.2	Supplemental Compensation	3.2.5 Supplemental Compensation; language added	Removed the vesting language and the specific details of the compensation is moved to the addendum.
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.
4.7	Other Coaching Opportunities	4.7 Other Coaching Opportunities; language added	Language provides for specific duty that Coach cannot pursue other employment without prior notice.
5.3	Termination by coach for convenience	5.3.2, 5.3.3, 5.3.4, Termination by coach for convenience; language added	Language provides that the termination cannot occur during the season; that the buyout terms for pursuing employment in other sports capacity is \$750,000 for years one, two and three, \$550,000 for year four, and none for year five; and removal of the material breach language.
	General	Addendum	The addendum contains additional specific duties of the coach as well as sets forth all the compensation terms of the contract, including performance based incentives and future year increases.

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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: H. Policies Regarding Coaching Personnel and Athletic Directors April 2002

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**H. Policies Regarding Coaching Personnel and Athletic Directors (Institution Employees Only)**

1. Agreements Longer Than One Year

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than five (5) years, subject to approval by the Board as to the terms, conditions, and compensation thereunder, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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

**SUBJECT**

Idaho State University requests approval of the employment agreement for the Head Football Coach, John Zamberlin.

**APPLICABLE STATUTE, RULE OR POLICY**

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

**DISCUSSION**

Idaho State University has hired, subject to Board approval, John Zamberlin as the new head football coach. The primary terms of the agreement are set forth below and the entire agreement and matrix comparison to the SBOE model contract are attached.

**IMPACT**

The Employment Agreement is for a fixed-term appointment of three (3) years, thirty-five (35) days commencing on December 18, 2006 and terminating on January 22, 2010. The base annual salary is \$100,000 and is funded by state appropriated funds. Terms for supplemental compensation are listed in the Employment Agreement, Attachment 1, Article 3.2. This agreement will provide a stable coaching environment for the football program as well as stability and consistency for the Athletic Department as a whole.

**ATTACHMENTS**

Attachment 1 – Employment Agreement	Page 3
Attachment 2 – Employment Agreement-Redline version	Page 15
Attachment 3 – Contract Comparison Matrix	Page 31

**STAFF AND COMMENTS AND RECOMMENDATIONS**

The regular compensation amount is \$100,000, with a courtesy automobile provided, if available. Supplemental compensation includes \$20,000 for media appearances.

The contract includes a series of incentive payments to the coach if the football team achieves certain Academic Progress Rate (APR) levels. As reported by the National Collegiate Athletic Association (NCAA), the most recent official multi-year rate for the ISU football team is 875 (which is higher than the general student population). The NCAA Division I-AA average for the same two academic years is 929. The first threshold for an incentive payment is an APR of 940-944, which would result in a payment of \$1,000.

ISU has noted that the NCAA has issued an updated APR report in November 2006, referred to as a 'multiyear rate upper confidence boundary'. This number

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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

represents a likely upper limit using the most recent, but not official, team data. For ISU, that number is 891.

The contract includes liquidated damages of \$10,000 if the Coach terminates the Agreement for convenience on or before June 30, 2007; if the Agreement is terminated between July 1, 2007 and June 30, 2008, the sum of \$8,000.00; if the Agreement is terminated between July 1, 2008 and May 1, 2009 inclusive, the sum of \$6,000.00. 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.

Staff recommends approval of the contract.

**BOARD ACTION**

A motion to approve an Employment Agreement between Idaho State University and John Zamberlin as the Head Football Coach, at a regular compensation amount of \$100,000, and supplemental compensation for media appearances in the amount of \$20,000, for a total of \$120,000. A courtesy automobile will be provided, subject to availability. Additional supplemental compensation amounts, if earned, will be provided as noted in the contract.

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

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and John Zamberlin, Head Football 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 football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3 Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 shall cease. The right of the University to reassign Coach to duties other than as head coach of the Team as set forth herein shall not require good or adequate cause, and shall be independent of the University's right to terminate, suspend or reassign Coach for good or adequate cause as set forth in Article 5.1 of this Agreement.

ARTICLE 2

2.1 Term. This Agreement is for a fixed-term appointment of three (3) years, thirty-five (35) days, commencing on December 18, 2006 and terminating, without further notice to Coach, on January 22, 2010 unless sooner terminated in accordance with other provisions of this Agreement

2.2 Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 \$100,000 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; and
- 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; and
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Football 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 In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Division I Football Championships, the University shall compensate Coach for advancing in the championship bracket as follows:

Round 1	16 teams	1 <sup>st</sup> win	\$ 1,000
Round 2	8 teams	2 <sup>nd</sup> win	\$ 2,000
Round 3	4 teams	3 <sup>rd</sup> win	\$ 4,000
Round 4	2 teams	4 <sup>th</sup> win	\$ 6,000
Possible bonus computation total			\$13,000

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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for winning National Championship.

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:

<u>Team APR Score</u>	<u>Incentive Pay</u>
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 Coach shall receive \$20,000 annual compensation for participation in radio and television appearances.

3.2.5 **(SUMMER CAMP OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by 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 football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach the net revenues resulting from each summer camp as supplemental compensation during each year of his employment as head football 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 football 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 thereto.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or

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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 football 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 \$5,000 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

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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 A. 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 procedures of the 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.

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

4.7 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 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;

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

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

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

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

5.2 Termination of Coach for Convenience of University.

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

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

5.3 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 \$10,000.00; (b) if the Agreement is terminated between July 1, 2007 and June 30, 2008 inclusive, the sum of \$8,000.00; (c) if the Agreement is terminated between July 1, 2008 and May 1, 2009 inclusive, the sum of \$6,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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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.

5.7 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.

5.8 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 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



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be subject to the approval of the 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 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.

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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  
    921 S. 8<sup>th</sup>, Stop 8173  
    Pocatello, ID 83209-8173

with a copy to:                    President  
    921 S. 8<sup>th</sup>, Stop 8130  
    Pocatello, ID 83209-8173

the Coach:                         John Zamberlin  
    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



**(MODEL ATHLETICS CONTRACT)**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between  
Idaho State University (University—~~(College)~~), and  
John Zamberlin, Head Football Coach (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University—~~(College)~~'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University—~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~—(Depending on supplemental pay provisions used)—~~3.2.6 shall cease. The right of the University to reassign Coach to duties other than as head coach of the Team as set forth herein shall not require good or adequate cause, and shall be independent of the University's right to terminate, suspend or reassign Coach for good or adequate cause as set forth in Article 5.1 of this Agreement.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~—~~three (~~—~~3) years, thirty-five (35) days, commencing on ~~—~~December 18, 2006 and terminating, without further notice to Coach, on ~~—~~January 22, 2010 unless sooner terminated in accordance with other provisions of this Agreement

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2.2- Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University ~~(College)~~'s Board of ~~\_(Regents or Trustees)\_~~ 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)~~.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$ ~~\_\_\_\_\_~~ \$100,000 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University ~~(College)~~'s Board of ~~\_(Regents or Trustees)\_~~ Trustees; and
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University ~~(College)~~'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; and-
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Football Coach through the Courtesy Car Program as assigned by Director.

3.2 Supplemental Compensation

~~\_\_\_\_\_ 3.2.1- Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines 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~~

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~~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. 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 In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Division I Football Championships, the University shall compensate Coach for advancing in the championship bracket as follows:~~

Round 1	16 teams	1 <sup>st</sup> win	\$ 1,000
Round 2	8 teams	2 <sup>nd</sup> win	\$ 2,000
Round 3	4 teams	3 <sup>rd</sup> win	\$ 4,000
Round 4	2 teams	4 <sup>th</sup> win	\$ 6,000
Possible bonus computation total			\$13,000

~~for winning National Championship.~~

~~Each year the Team 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 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~~

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~~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. Coach shall receive \$20,000 annual compensation for participation in radio and television appearances.~~

~~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.~~

~~3.2.65 (SUMMER CAMPCOPERATED BY UNIVERSITY **(COLLEGE)**)~~  
Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth

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~~\_(Sport)\_football~~ camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by ~~assisting with the directing or administrating~~ University ~~(College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to ~~assist indirect~~ the marketing, supervision, and general administration of the University ~~(College)~~'s football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University ~~(College)~~'s summer football camps, ~~the University (College)~~ shall pay Coach ~~\_(amount)\_ per year the net revenues resulting from each summer camp~~ as supplemental compensation during each year of his employment as head ~~(Sport)Football\_~~ coach at the University ~~(College)~~. 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 football program-~~.

~~**(SUMMER CAMPOPERATED 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~~



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~~"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.

3.2.76 Coach agrees that the University (~~College~~) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (~~College~~). ~~Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment.~~ Coach agrees that, upon the University (~~College~~)'s reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name) company's~~ product's design or performance, shall act as an instructor at a clinic

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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)~~. 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)football—~~ 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)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel ~~and/or~~, equipment, 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 \$5,000 in personal apparel from Nike.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take

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

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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 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 (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 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 (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 (~~NAA~~), including but not limited to any such violation which may have occurred during the

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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.

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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.

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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 ~~\$30,000.00~~\$10,000.00; (b) if the Agreement is terminated between \_\_\_\_\_July 1, 2007 and \_\_\_\_\_June 30, 2008 inclusive, the sum of ~~\$20,000.00~~\$8,000.00; (c) if the Agreement is terminated between \_\_\_\_\_July 1, 2008 and \_\_\_\_\_May 1, 2009 inclusive, the sum of ~~\$10,000.00~~\$6,000.00. 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 (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 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 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 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 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 (College)University~~ Faculty-Staff Handbook.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)State Board of Education's Board of (Regents or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the ~~University (College)State Board of Education's Board of (Regents or Trustees)~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the ~~Board of (Regents or Trustees) State Board of 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 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 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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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~~ 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~~ 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~~ University: \_\_\_\_\_ Director of Athletics  
\_\_\_\_\_  
\_\_\_\_\_  
921 S. 8<sup>th</sup>, Stop 8173  
Pocatello, ID 83209-8173

with a copy to: \_\_\_\_\_ President  
\_\_\_\_\_  
\_\_\_\_\_  
921 S. 8<sup>th</sup>, Stop 8130  
Pocatello, ID 83209-8173

the Coach: \_\_\_\_\_ John Zamberlin  
Last known address on file with  
~~University~~ 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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. 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

<u>_____, President Paul A. Bubb</u>	Date	<u>John</u>
<u>Zamberlin</u>	Date	<u>Head Football Coach</u>
<u>Director of Athletics</u>		

Approved by the Board of ~~(Regents or Trustees) Trustees~~ on the \_\_\_\_ day of \_\_\_\_\_, 200020.

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
1.3	Duties	1.3 Duties	Additional language added to clarify the University's right to reassign Coach's duties other than head coach.
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 modified	Provision for coach's participation in radio and television appearances modified.
3.2	Supplemental Compensation	3.2.5 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	3.2.6 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**

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors**

**April 2002**

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**H. Policies Regarding Coaching Personnel and Athletic Directors (Institution Employees Only)**

**1. Agreements Longer Than One Year**

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than five (5) years, subject to approval by the Board as to the terms, conditions, and compensation thereunder, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

The University of Idaho requests approval of the employment contract for head football coach Robb Akey.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**DISCUSSION**

The University of Idaho has hired, subject to Board approval, a new head football coach. The primary terms of the agreement are set forth below, and the entire contract and matrix comparison to the Board model contract are attached.

**IMPACT**

The term of the Employment Contract is five years, commencing on December 17, 2006 and terminating on December 16, 2011. The annual base salary is \$155,001.60. There is an annual media payment of \$85,000 and the following incentive/supplemental compensation provisions:

Conference champions or bowl game eligibility = 1/13 of annual salary

Top 25 national ranking at season end = 1/13 of annual salary

Conference Coach of the Year = \$5,000

Academic achievement and behavior of team = \$5,000

Summer football camp = Remaining income from camp, less \$500, after all claims, insurance, and expenses of camp have been paid

**ATTACHMENTS**

Attachment 1 – Employment Contract	Page 3
Attachment 2 – Employment Contract-Redline version	Page 17
Attachment 3 – Contract Comparison Matrix	Page 31

**STAFF COMMENTS AND RECOMMENDATIONS**

The regular compensation amount is \$155,002, with supplemental media compensation in an additional amount of \$85,000. There are contingencies connected to the media payment.

The contract includes the potential for up to \$5,000 as an incentive payment based upon the academic achievement and behavior of football team members. Several factors are included in this calculation: Athletic Progress Rate (APR), as calculated by the National Collegiate Athletic Association (NCAA); grade point averages; player designation as Academic All-American; conference academic recognition; progress toward graduation for all athletes, and conduct of team members.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

With respect to APR, the UI football team's two year average is 931 and the Division I-A average for the same time period is 930.

The contract includes liquidated damages of \$1,000,000 if the Agreement is terminated on or before January 1, 2009; if terminated between January 2, 2009, and January 2010, the amount is \$750,000; and if terminated between January 2, 2011, and December 15, 2011, the amount is \$500,000. Liquidated damages, if any, are payable within twenty days of the effective date of the termination and bear simple interest rate of eight (8) percent per annum until paid.

Staff recommends approval of the contract.

**BOARD ACTION**

A motion to approve an employment agreement between the University of Idaho and Robb Akey as the head football coach, at a regular salary amount of \$155,002, plus supplemental media compensation in the amount of \$85,000, for a total of \$240,000. Additional supplemental compensation amounts, if earned, will be provided as noted in the contract.

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

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University) and Robb Akey (Coach).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. 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 section 3.2.1 through 3.2.6 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment commencing on December 17, 2006, and terminating, without further notice to Coach, on December 16, 2011, unless sooner terminated in accordance with other provisions of this Agreement.

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



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ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$155,001.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) Such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) Such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion or becomes eligible for a bowl game pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head football coach as of the ensuing July 1<sup>st</sup>, 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 bowl eligibility is 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 the final ESPN/USA Today coaches poll of Division IA football teams, and if Coach continues to be employed as University's head football coach as of the ensuing July 1<sup>st</sup>, 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 football 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.

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3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$5,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation will be made within thirty (30) days of the last day of the fall semester and shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: 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 \$85,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) 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 that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

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3.2.6 Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach the remaining income from the summer football camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

3.2.7 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 football coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

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ARTICLE 4

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

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

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

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

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

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

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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; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in the applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA.

5.1.1 In addition to the definitions contained in applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

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- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

5.2 Termination of Coach for Convenience of University.

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

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

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

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 1, 2008, the sum of \$1,000,000.00; (b) if the Agreement is terminated between January 2, 2008 and January 1, 2009 inclusive, the sum of \$1,000,000.00; (c) if the Agreement is terminated between January 2, 2009 and January 1, 2010 inclusive, the sum of \$750,000.00; (d) if the Agreement is terminated between January 2, 2010 and January 1, 2011 inclusive, the sum of \$500,000; (e) if the Agreement is terminated between January 2, 2011, and December 15, 2011 inclusive, the sum of \$500,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

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



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

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

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

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

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6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                    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:                         Robb Akey  
    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.

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6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

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Tim White, President

Date

---

Robb Akey

Date

Approved by the Board of Regents on the \_\_\_\_ day of February, 2007.

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**ATTACHMENT 2**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_~~(the University (College), of Idaho (University))~~ and \_\_\_\_\_~~Robb Akey~~ (Coach).

**ARTICLE 1**

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University ~~(College)~~'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used) — 3.2.6~~ shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of ~~\_\_\_\_\_ (—) years,~~ commencing on ~~\_\_\_\_\_ December 17, 2006,~~ and terminating, without further notice to Coach, on ~~\_\_\_\_\_ December 16, 2011,~~ 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)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University ~~(College)~~'s Board of ~~(Regents or Trustees) —~~. 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)~~.

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ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$~~\_\_\_\_\_~~155,001.60 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, ~~and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees) \_\_\_\_\_.~~ Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) ~~The opportunity to receive such~~Such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) ~~The opportunity to receive such~~Such employee benefits as the University ~~(College)~~'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion ~~and also or~~ 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~~University's head ~~\_\_\_\_\_(Sport)\_\_\_\_~~football coach as of the ensuing July 1<sup>st</sup>, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~\_\_\_\_\_(amount or computation)\_\_\_\_\_~~one-thirteenth (1/13) of ~~Coach's Annual Salary during the fiscal year in which the championship and \_\_\_\_\_(or bowl or other post-season)\_\_\_\_\_~~ eligibility ~~are is~~ 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 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~~University's head ~~(Sport)\_\_\_\_~~football coach as of the ensuing July 1<sup>st</sup>, ~~the~~ University ~~(College)~~ shall pay Coach supplemental compensation in an amount equal to ~~\_\_\_\_\_(amount or computation)\_\_\_\_\_~~

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one-thirteenth (1/13) 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 is named Conference Coach of the Year, and if Coach continues to be employed as University's head football 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 to ~~—(amount or computation)—~~ \$5,000 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) will be made within thirty (30) days of the last day of the fall semester and~~ shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: 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 ~~(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~~ 3.2.5 The Coach shall receive the sum of \$85,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. Coach's right to receive ~~the President in consultation with the Director.~~

~~3.2.5 — The Coach shall receive the sum second half 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~~



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~~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 \_\_\_\_\_, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) 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 ~~(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 that~~ are broadcast on radio or television that conflict with those broadcast on the University ~~(College)~~'s designated media outlets.

**3.2.6 ~~(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~**

Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport) football~~ camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University ~~(College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University ~~(College)~~'s football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. ~~In exchange for Coach's participation in the University (College)'s summer football camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be remaining income from the summer football camps, less \$500, after all claims, insurance, and expenses of such camps have been paid (terms of payment).~~

~~3.2.7~~ Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach

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recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~—(Company Name)—Adidas~~ to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name)—Adidas~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)—Adidas~~, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—Adidas~~, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~—(Sport)—football~~ coach. In order to avoid entering into an agreement with a competitor of ~~—(Company Name)—Adidas~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)—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 ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

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

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

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4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University ~~(College)~~'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit A.~~ The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University ~~(College)~~'s Handbook; (c) University ~~(College)~~'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport) football~~ conference of which the University ~~(College)~~ 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)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University ~~(College)~~'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

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

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

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.

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

5.1.1 In addition to the definitions contained in applicable policies, rules and or regulations, of the University ~~(College)~~, the University's governing board, the conference, or the NCAA, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, ~~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 ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may

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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)~~'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~(College)~~'s judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ 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)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'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)~~, the University ~~(College)~~'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)~~, the University ~~(College)~~'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)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

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

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

5.2 Termination of Coach for Convenience of University ~~(College)~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College)~~, 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)~~ terminates this Agreement for its own convenience, University ~~(College)~~ 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)~~ 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)~~ 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

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~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ 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)~~ 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)~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College)~~.

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 ~~January 1, 2008~~, the sum of ~~\$301,000,000.00~~; (b) if the Agreement is terminated between ~~January 2, 2008~~ and ~~January 1, 2009~~ inclusive, the sum of ~~\$201,000,000.00~~; (c) if the Agreement is terminated between ~~January 2, 2009~~ and ~~January 1, 2010~~ inclusive, the sum of ~~\$40750,000.00~~; (d) if the Agreement is terminated between ~~January 2, 2010 and January 1, 2011 inclusive, the sum of \$500,000~~; (e) if the Agreement is terminated between ~~January 2, 2011, and December 15, 2011 inclusive, the sum of \$500,000~~. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(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 Except as ~~provide~~provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

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

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

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

5.7- 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)~~ employees, if the University ~~(College)~~ suspends ~~or reassigns~~ Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights 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 ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6



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6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University ~~(College)~~'s Board of ~~(Regents or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University ~~(College)~~'s Board of ~~(Regents or Trustees)~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~(Regents or Trustees)~~ and University ~~(College)~~'s rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the ~~\_\_\_\_\_~~ 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 ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University ~~(College)~~'s direction or for the University ~~(College)~~'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College)~~. 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 ~~(College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty,

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and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University ~~(College)~~'s sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University ~~(College)~~: \_\_\_\_\_ Director of Athletics

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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: \_\_\_\_\_ Robb Akey  
Last known address on file with  
University ~~(College)~~'s Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University ~~(College)~~'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; ~~Amendments.~~ This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University ~~(College)~~'s Board of ~~(Regents or Trustees)~~.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY ~~(COLLEGE)~~

COACH

\_\_\_\_\_  
\_\_\_\_\_  
Date

Tim White, President \_\_\_\_\_ Date

\_\_\_\_\_  
\_\_\_\_\_  
Date

Robb Akey

Approved by the Board of ~~(Regents or Trustees)~~ on the \_\_\_\_ day of \_\_\_\_\_, ~~2000~~February, 2007.

### ATTACHMENT 3

<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Modification/Justification for Modification</b>
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Added language that Coach will be eligible for University-wide changes in employee compensation as approved by Director and President.
3.2. Supplemental Compensation	3.2.1 Supplemental Compensation	Changed “and” to “or.” Coach will be entitled to supplemental compensation if he achieves either a conference championship or bowl game eligibility.
3.2 Supplemental Compensation	3.2.3 Supplemental Compensation	Added section allowing for supplemental compensation for Conference Coach of the Year designation.
3.2 Supplemental Compensation	3.2.4 Supplemental Compensation	Specified that decision regarding supplemental compensation for academic achievement and behavior of team members will be made within 30 days of the last day of fall semester. Added NCAA Academic Progress Rate (APR) as a factor.
3.2 Supplemental Compensation	3.2.5 Supplemental Compensation	Changed language to divide media payment into two separate payments, with Coach’s right to second payment vesting on date of Team’s last game. Added language stating that media payment is contingent on (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches; and (3) Coach’s compliance with University’s financial stewardship policies.
5.1. Termination of Coach for Cause	5.1.2 Termination of Coach for Cause	Added language that within fifteen days of receiving notice of suspension, reassignment, or termination, Coach may request review of the decision by President. The request for review will not stay the effectiveness of the action, and review is at the President’s sole discretion.
5.3 Termination by Coach for Convenience	5.3.3 Termination by Coach for Convenience	Changed liquidated damages amount to \$1,000,000 for the first two years of the contract, \$750,000 for the next year, then \$500,000 for the final two years. Given the University’s current need for stability in the football program and other factors, these amounts are a reasonable estimate of the damages the University would incur if the coach terminated the agreement prematurely for convenience.

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

**Idaho State Board of Education**

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors

April 2002

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**H. Policies Regarding Coaching Personnel and Athletic Directors (Institution Employees Only)**

**1. Agreements Longer Than One Year**

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than five (5) years, subject to approval by the Board as to the terms, conditions, and compensation thereunder, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

A request by the University of Idaho for the approval of nineteen new positions

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**REFERENCE**

November 2006 Request to establish additional advancement positions.

**DISCUSSION**

The University of Idaho requests approval to create nineteen new positions in University Advancement supported by appropriated and non-appropriated funds: Administrative Assistant I, (two) Assistant Dean for Development, Associate Director of Gift Planning, Business Manager, (six) Development Coordinator, (four) Director of Development, Director of Annual Giving, Director of Donor Relations and Stewardship, Program Manager, and Proposal and Grant Writer.

We are now in the early stages of planning for a \$300 million campaign to seek and secure private gifts in four critical areas: faculty, students, programs and facilities. This will be the largest fundraising campaign ever attempted for any endeavor, public or private, in the state of Idaho. To successfully launch, sustain and complete a campaign of this magnitude will require a development infrastructure that we currently do not have. The positions we are seeking, together with the positions already existing, will create a fundraising enterprise more appropriate for a research university our size and, more importantly, will allow us to secure the resources we need to both move from "good to great" and to deliver on our promise of an unparalleled student experience.

Campaigns are useful tools in two ways. First, they create an important sense of urgency with donors. Second, they increase sustained annual giving. For example, private giving at the University of Idaho has averaged \$19 million annually over the past four years. We will need to double that amount to \$37.5 million in order to achieve our working campaign goal (\$300M). Following the campaign we will, if successful, sustain the annual fundraising goal at the increased "double" level (until the next campaign, at which time we will seek to increase and then sustain another "doubling"). Implementing this strategy requires an increased investment in infrastructure and "boots on the ground." We anticipate this increased investment will be made with one-third university funds and two-thirds University of Idaho Foundation funds.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

Requested development positions will be created in two specific areas: central operations and unit/colleges. Seven of the requested positions will be “central” and 12 will be “unit/college based.” This hybrid model allows us to have development professionals in the schools who intimately know the “strengths, weakness and needs” of the unit/college. It also allows us to have centrally based experts in annual fund, planned giving and corporate and foundation relations that can “serve” the unit/college development officers. All development personnel will be hired, trained, measured and managed centrally. Each development professional will have annual goals and expected outcomes:

- Development Coordinator -- \$500,000 annually, focusing on advisory board meetings, events and annual gifts from \$1,000 - \$24,999
- Development Director -- \$1 million annually, focusing on major gifts from \$25,000 to \$1 million.
- Assistant Dean, Development -- \$1.5 million annually focusing on principal gifts from \$250,000 and up.

This is an exciting time at the University of Idaho. Our ambitions and expectations for ourselves continue to rise and expand. Our commitment to providing our students with an unparalleled, life changing educational experience has never been stronger. We will not achieve these lofty goals without investment from the private sector and by extension investment in our development infrastructure.

**IMPACT**

The University will not seek new state funds for these positions. The financial impact for funding the additional positions will be absorbed in part through re-directed internal fund dollars at the University and through new revenues for development from the University of Idaho Foundation.

The anticipated financial impact is illustrated in Attachment 3 which shows gift income projections per position, Attachment 6 which sets out the projected Foundation contributions for fund raising operations and Attachment 8 which sets out projected Campaign Revenues per year.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

**ATTACHMENTS**

Attachment 1 – Campaign Table	Page 13
Attachment 2 - Campaign Gift Pyramid	Page 14
Attachment 3 – Gift Income Projections by Position	Page 15
Attachment 4 – Development Staff Size Comparison Chart	Page 16
Attachment 5 – Alumni Participation Rates Comparison Chart	Page 17
Attachment 6 – Examples of Potential Fund Raising Options	Page 18
Attachment 7 – Campaign Chart by Need	Page 19-20
Attachment 8 – Projections and Goals	Page 21

**STAFF COMMENTS AND RECOMMENDATIONS**

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

**BOARD ACTION**

A motion to approve the request by the University of Idaho to establish nineteen new positions in University Advancement supported by appropriated and non-appropriated funds, as identified in the following pages: Administrative Assistant I; (two) Assistant Dean for Development; Associate Director of Gift Planning; Business Manager; (six) Development Coordinators; (four) Director of Development; Director of Annual Giving; Director of Donor Relations and Stewardship; Program Manager, and Proposal and Grant Writer.

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



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

Position Title	Administrative Assistant I
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$25,001.60
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for providing clerical support
Justification	New position

Position Title	Assistant Dean for Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$70,012.80
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Agricultural and Life Sciences
Duties	Manages the college/unit development effort and carries a portfolio of major gift prospects in the \$250k + range. Responsible for raising \$1.5M annually.
Justification	New position

Position Title	Assistant Dean for Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$70,012.80
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Engineering
Duties	Manages the college/unit development effort and carries a portfolio of major gift prospects in the \$250k + range. Responsible for raising \$1.5M annually.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

Position Title	Associate Director of Gift Planning
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$52,000.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	The gift planning office works with estate gifts, trusts and annuities. The Associate Director works with a portfolio of planned giving prospects.
Justification	New position

Position Title	Business manager
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$52,000.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for maintaining fiscal integrity and human resource productivity
Justification	New position

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Ag and Life Sciences
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Engineering
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Law
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Letters, Arts and Social Sciences
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Natural Resources
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Science
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

Position Title	Director of Annual Giving
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for crafting and implementing a vibrant and successful university-wide annual giving program utilizing both telephone and mail vehicles.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/College of Art & Architecture
Duties	Carries a portfolio of major gift prospects in the \$25k+ range and is responsible for raising \$1M annually.
Justification	New position

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/College of Athletics
Duties	Carries a portfolio of major gift prospects in the \$25k+ range and is responsible for raising \$1M annually.
Justification	New position

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/College of Business and Economics
Duties	Carries a portfolio of major gift prospects in the \$25k+ range and is responsible for raising \$1M annually.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/Student Affairs
Duties	Carries a portfolio of major gift prospects in the \$25k+ range and is responsible for raising \$1M annually.
Justification	New position

Position Title	Director of Donor Relations and Stewardship
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for developing and implementing a university-wide donor relations and stewardship program that will focus on events, publications, gift and endowment reporting, presidential activities and more.
Justification	New position

Position Title	Program Manager
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$30,014.40
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for coordinating and implementing activities related to the annual giving program
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

Position Title	Proposal and Grant Writer
Type of Position	Classified
FTE	.5 (1040 hours)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$16,005.60
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for research and preparation of major grant applications and funding proposals
Justification	New position



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# Attachment 1

## Campaign Table

College/unit	Campaign Goal	Annual Goal
Agricultural and Life Sciences	\$30M	\$3.75M
Art and Architecture	\$5M	\$625K
Athletics	\$50M	\$6.25M
Business and Economics	\$25M	\$3.125M
Education	\$7M	\$875K
Engineering	\$30M	\$3.75M
Law	\$13M	\$1.625M
Letters, Arts, and Social Sciences	\$15M	\$1.875M
Natural Resources	\$13M	\$1.625M
Science	\$12M	\$1.5M
University	\$100M	\$12.5M
<b>Total</b>	<b>\$ 300 Million</b>	

# Attachment 2

## Campaign Gift Pyramid

<b>Gift Range</b>	<b># Gifts</b>	<b>Range Total</b>	<b># Prospects</b>	<b>Cumulative Total</b>	<b>Averages</b>
\$30,000,000	1	\$30,000,000	3-5	30,000,000	
\$25,000,000	1	\$25,000,000	3-5	\$55,000,000	
\$20,000,000	1	\$20,000,000	3-5	\$75,000,000	
\$10,000,000	3	\$30,000,000	9 – 15	\$105,000,000	
\$5,000,000	6	\$30,000,000	18-30	\$135,000,000	
<b>Sum Principal</b>	<b>12</b>		<b>36 - 60</b>		<b>\$17M/year</b>
					<b>1-2 gifts /year</b>
\$1,000,000+	20	\$20,000,000	60 - 100	\$155,000,000	3/year
\$750,000	20	\$15,000,000	60 – 100	\$170,000,000	3/year
500,000	30	\$15,000,000	90 – 150	\$185,000,000	4/year
250,000	40	\$10,000,000	120 – 200	\$195,000,000	5/year
100,000	200	\$20,000,000	600 – 1,000	\$210,000,000	25/year
50,000+	300	\$15,000,000	900 – 1,500	\$225,000,000	38/year
25,000	600	\$15,000,000	1,800 – 3,000	\$240,000,000	75/year
<b>Sum Major</b>	<b>1,210</b>		<b>3,630 – 6,060</b>	<b>\$105,000,000</b>	<b>\$13M/year</b>
					153 gifts/year
Under \$25K	Many	\$60,000,000	Many	\$300,000,000	
<b>Sum Annual</b>					<b>\$7.5M/year</b>

# Attachment 3

Title	#	Annual Goal	Total
<b>College-unit</b>			
Assistant Dean, Development	4	\$1.5 Million	\$6 Million
Director of Development	11	\$1 Million	\$11 Million
Development coordinator	8	\$500,000	\$4 Million
<b>Regional</b>			
Director of Development	4	\$1 Million	\$4 Million
<b>Total</b>	<b>27</b>		<b>\$25 Million</b>

12 of the 27 are new positions

## Others Sources of Major Gifts

Source	Avg. Annual Goal	#
Bequests/Trusts/Annuities	\$11.25 Million	2
Corp/Foundations	\$3.75 Million	2
Annual Fund	\$3.75 Million	3
<b>Total</b>	<b>\$18.75 Million</b>	<b>7</b>

4 of the 7 are new positions

## Administration

Management	7
Information Technology	5
Donor Relations	3
Research	2
Admin	4
<b>Total</b>	<b>21</b>

3 of the 21 are new positions

Steady state: 55 total personnel generating an average annual goal of \$37.5 Million (\$300 Million over eight years).

# Attachment 4

## *Development Staff Sizes: Idaho and Peer Universities FY2006 - 2007*

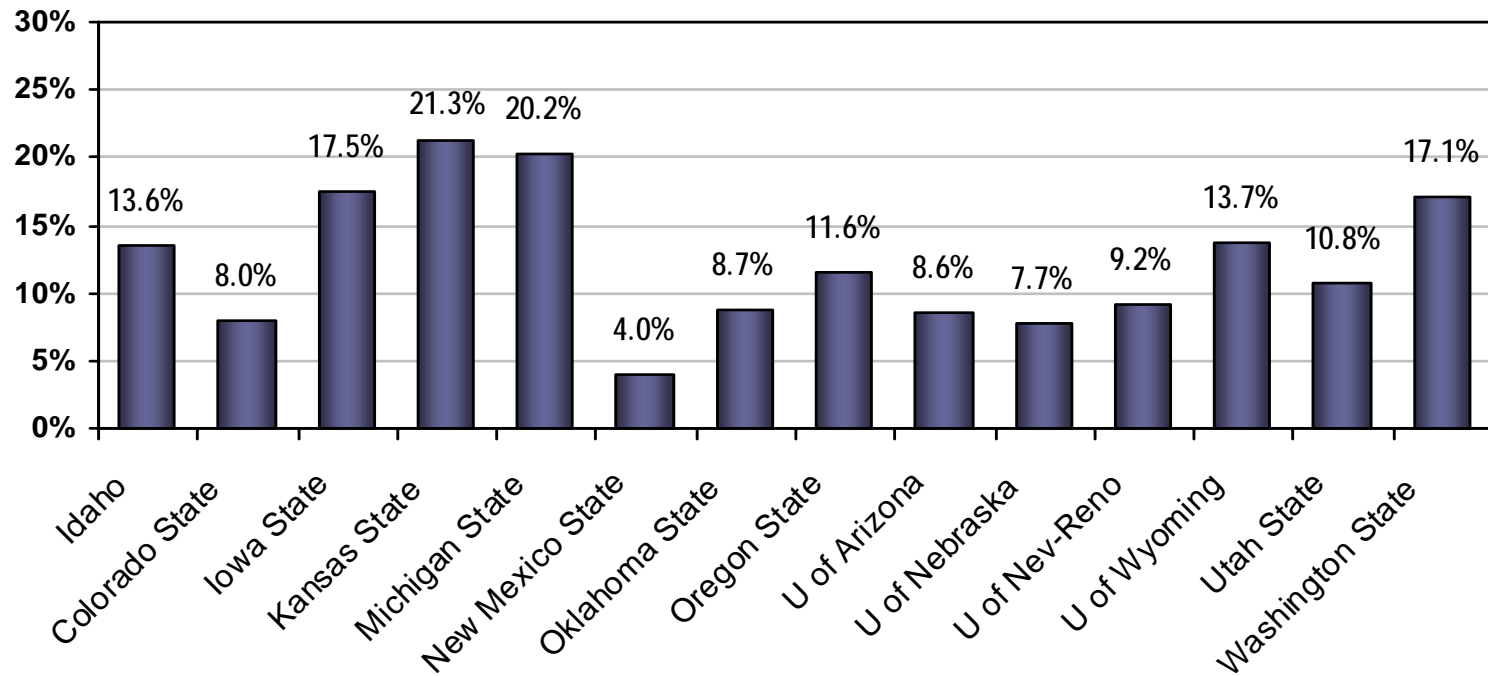
	Major Giving	Planned Giving	Annual Giving	Donor Relations/ Stewardship	Prospect Development	Other Development Staff	Total Staff*	Total Gifts FY 2002 - 06 Average
Idaho	16	1	5	2	2	10	36	\$24.4M
Colorado State	21	1	2	2	2	5	33	\$33.8M
Iowa State	27	3	8	11	5	22	76	\$52.1M
Kansas State	27	5	3	9	3	28	75	\$45.2M
Michigan State	47	5	6	7	5	68	138	\$118.5M
New Mexico State	15	1	4	4	2	17	43	\$33.2M
Oklahoma State	30	2	6	8	4	30	80	\$33.3M
Oregon State	25	1	5	12	6	36	85	\$35.2M
Arizona	54	3	5	6	6	65	139	\$126.4M
Arkansas	31	4	7	10	4	31	87	\$140.7M
Nevada, Reno	18	2	3	7	3	16	49	\$22.5M
Wyoming	26	1	4	1	2	22	56	\$21.8M
Utah State	24	0	2	3	2	12	43	\$18.8m
Washington State	51	5	6	7	4	42	115	\$47.0M

\* Professional staff

Source: Staff Rosters on universities' website and CASE Directory; Voluntary Support of Education/CAE Reports

# Attachment 5

*Alumni Participation Rates for Idaho and Peers: Five-Year Averages (FY2002–FY2006)*



Source: Voluntary Support of Education/CAE Reports

# Attachment 6

Page 1

## Examples of Potential Funding Options

Fiscal Year	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
<b>Example - Option A</b>							
3% fee on gifts in the door	\$483,900	\$634,800	\$797,700	\$875,700	\$1,016,700	\$1,059,600	\$1,122,300
50 bp fee on new language endowments	579,869	645,466	731,489	829,447	944,610	1,067,864	1,200,390
5% fee on matured gift arrangements	93,129	102,540	113,114	122,367	132,802	141,933	151,092
Additional 7% fee on annual gifts	392,000	504,000	560,000	560,000	616,000	616,000	644,000
	\$1,548,897	\$1,886,806	\$2,202,303	\$2,387,514	\$2,710,112	\$2,885,396	\$3,117,782
<b>Example - Option B</b>							
3% fee on gifts in the door except endowments	240,900	319,500	368,700	386,700	437,700	447,600	471,300
25 bp fee on new language endowments	290,594	324,134	367,987	417,937	476,635	539,551	607,290
5% fee on matured gift arrangements	93,129	102,540	113,114	122,367	132,802	141,933	151,092
Additional 7% fee on annual gifts	392,000	504,000	560,000	560,000	616,000	616,000	644,000
Cash mgmt on gifts in Fdn accounts until spent by UI	325,000	325,000	325,000	325,000	325,000	325,000	325,000
Hold endowment gifts for 1 year - cash mgmt	405,000	525,500	715,000	815,000	965,000	1,020,000	1,085,000
	\$1,746,622	\$2,100,674	\$2,449,801	\$2,627,004	\$2,953,137	\$3,090,084	\$3,283,681
<b>Example - Option C</b>							
5% fee on gifts in the door except endowments	401,500	532,500	614,500	644,500	729,500	746,000	785,500
25bp fee on endowment raised with new rules	34,344	61,477	98,764	141,983	193,783	249,628	310,118
5% fee on matured gift arrangements	93,129	102,540	113,114	122,367	132,802	141,933	151,092
Additional 7% fee on annual gifts	392,000	504,000	560,000	560,000	616,000	616,000	644,000
Cash mgmt on gifts in Fdn accounts until spent by UI	325,000	325,000	325,000	325,000	325,000	325,000	325,000
Hold endowment gifts for 1 year - cash mgmt	405,000	525,500	715,000	815,000	965,000	1,020,000	1,085,000
	\$1,650,972	\$2,051,018	\$2,426,379	\$2,608,850	\$2,962,085	\$3,098,560	\$3,300,710

# Attachment 7

## University Advancement Projected Expenditures vs Funding - Draft 1 - January 17, 2007

	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
<b>Projected Expenditures</b>			2.5% inflation	2.5% inflation	2.5% inflation	2.5% inflation	2.5% inflation	2.5% inflation
	<b>Current levels</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>
Staff salaries	\$1,042,814	\$1,578,520	\$2,279,108	\$2,336,086	\$2,394,488	\$2,454,350	\$2,515,709	\$2,578,602
Fringe Benefits	382,215	568,403	810,794	831,064	851,840	873,136	894,965	917,339
Operating and Capital Expenses	932,701	1,010,253	1,495,095	1,532,472	1,570,784	1,610,054	1,650,305	1,691,563
<b>TOTAL</b>	<b>\$2,357,730</b>	<b>\$3,157,176</b>	<b>\$4,584,997</b>	<b>\$4,699,622</b>	<b>\$4,817,112</b>	<b>\$4,937,540</b>	<b>\$5,060,979</b>	<b>\$5,187,503</b>
<b>Projected Revenues</b>								
<b>Example - Option A</b>								
University Funding	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730
3% fee on gifts in the door	0	483,900	634,800	797,700	875,700	1,016,700	1,059,600	1,122,300
50 bp fee on new language endowments	0	579,869	645,466	731,489	829,447	944,610	1,067,864	1,200,390
5% fee on matured gift arrangements	0	93,129	102,540	113,114	122,367	132,802	141,933	151,092
Additional 7% fee on annual gifts	0	392,000	504,000	560,000	560,000	616,000	616,000	644,000
<b>TOTAL</b>	<b>\$2,357,730</b>	<b>\$3,906,627</b>	<b>\$4,244,536</b>	<b>\$4,560,033</b>	<b>\$4,745,244</b>	<b>\$5,067,842</b>	<b>\$5,243,126</b>	<b>\$5,475,512</b>
<b>Example - Option B</b>								
University Funding	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730
3% fee on gifts in the door except endowments	0	240,900	319,500	368,700	386,700	437,700	447,600	471,300
25 bp fee on new language endowments	0	290,594	324,134	367,987	417,937	476,635	539,551	607,290
5% fee on matured gift arrangements	0	93,129	102,540	113,114	122,367	132,802	141,933	151,092
Additional 7% fee on annual gifts	0	392,000	504,000	560,000	560,000	616,000	616,000	644,000
Cash mgmt on gifts in Fdn accounts until spent by UI	0	325,000	325,000	325,000	325,000	325,000	325,000	325,000
Hold endowment gifts for 1 year - cash mgmt	0	405,000	525,500	715,000	815,000	965,000	1,020,000	1,085,000
<b>TOTAL</b>	<b>\$2,357,730</b>	<b>\$4,104,352</b>	<b>\$4,458,404</b>	<b>\$4,807,531</b>	<b>\$4,984,734</b>	<b>\$5,310,867</b>	<b>\$5,447,814</b>	<b>\$5,641,411</b>
<b>Example - Option C</b>								
University Funding	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730
5% fee on gifts in the door except endowments	0	401,500	532,500	614,500	644,500	729,500	746,000	785,500



# Attachment 7

**Campaign Chart by Need - Draft**

<b>College</b>	<b>Faculty</b>	<b>Students</b>	<b>Programs</b>	<b>Facilities</b>	<b>Total</b>
Agricultural and Life Sciences	\$8M	\$3M	\$12	\$7M	\$30M
Art & Architecture	\$2M	\$1M	\$1M	\$1M	\$5M
Athletics	--	\$15M (vsf)	\$5M	\$30M	\$50M
Business and Economics	\$12M	\$3M	\$9M	\$1M	\$25M
Education	\$4M	\$1M	\$2M	---	\$7M
Engineering	\$10M	\$2M	\$5M	\$13M	\$30M
Law	\$2M	\$2M	\$1M	\$8M	\$13M
Letters, Arts, and Social Sciences	\$5M	\$2M	\$7M	\$1M	\$15M
Natural Resources	\$5M	\$2M	\$1M	\$5M	\$13M
Science	\$6M	\$2M	\$3M	\$1M	\$12M
University	\$20M	\$20M	\$10M	\$50M	\$100M
<b>Total</b>	<b>\$74M</b>	<b>\$53M</b>	<b>\$56M</b>	<b>\$117M</b>	<b>\$300M</b>

# Attachment 8

## Projected Sources of Funds

Major Gifts	40%	\$120 Million
Bequests/Trusts/Annuities	30%	\$90 Million
Corp./Foundations	10%	\$30 Million
Annual Fund	20%	\$60 Million
<b>Total</b>	<b>100%</b>	<b>\$300 Million</b>

## Annual Campaign Goals

2006-07	2007-08	2008-9	2009-10	2010-11	2011-12	2012-13	2013-14
\$22 Million	\$28 Million	\$36 Million	\$40 Million	\$40 Million	\$44 Million	\$44 Million	\$46 Million

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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

January 2005

**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 (including any reactivated position that requires a new “set-up” action), 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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**IDAHO SCHOOL FOR THE DEAF AND BLIND**

**SUBJECT**

Executive appointment of a Director to the Idaho School for the Deaf and Blind (ISDB).

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND**

Appointment of new Director for the ISDB.

**DISCUSSION**

A request to appoint Mary Dunne as Director of ISDB (1.0 FTE), supported by appropriated funds.

**IMPACT**

Having this position filled will allow ISDB to maintain operations. The annual salary for this position will be \$73,000 plus regular state benefits.

**STAFF COMMENTS AND RECOMMENDATIONS**

The request has been reviewed by staff for consistency with Board policy.

Staff recommends approval.

**BOARD ACTION**

A motion to provide Board approval of the appointment of Mary Dunne as the Director of the Idaho School for the Deaf and Blind (1.0 FTE), at an annual salary of \$73,000.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA  
IDAHO SCHOOL FOR THE DEAF AND BLIND - continued**

Name of Appointee:	Mary Dunne
Position title:	Director
Type of Position:	Non-classified
FTE:	1.00
Term of Appointment:	At will
Effective Date:	February 7, 2007
Salary Range:	\$ 73,000
Funding Source:	General Funds
Area/Department of Assignment:	Idaho State School for the Deaf and the Blind (ISDB)
Duties and Responsibilities:	Directs all operations and activities at the ISDB
Justification:	This key position at ISDB became vacant during early February 2007.

**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**

January 2005

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- (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.



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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>BOISE STATE UNIVERSITY</b> General Revenue Bonds – Press Box/Sky Suites	Motion to approve
2	<b>IDAHO STATE UNIVERSITY</b> Request to Purchase Database Software	Motion to approve
3	<b>IDAHO STATE UNIVERSITY</b> Request to Purchase Database Hardware	Motion to approve
4	<b>UNIVERSITY of IDAHO</b> Sandpoint Education Center – Discussion of Memorandum of Understanding	Information item
5	<b>UNIVERSITY of IDAHO</b> Purchase of Optical Microscope	Motion to approve
6	<b>UNIVERSITY of IDAHO</b> Law Building Classroom Improvements Capital Project	Motion to approve
7	<b>UNIVERSITY of IDAHO</b> Technical Assessment & Feasibility Study	Information item
8	<b>UNIVERSITY of IDAHO</b> Events Pavilion Capital Project	Motion to approve
9	<b>UNIVERSITY of IDAHO</b> Potato Varieties Licensing Agreement	Motion to approve
10	<b>UNIVERSITY of IDAHO</b> Verizon Telephone Services Contract	Motion to approve

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
11	<b>INTERCOLLEGIATE ATHLETICS</b> Financial Reports	Motion to approve
12	<b>INTERCOLLEGIATE ATHLETICS</b> Employee Compensation Reports	Motion to approve
13	<b>EASTERN IDAHO TECHNICAL COLLEGE</b> Purchase of Student Information System (SIS) Software	Motion to approve

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY**

**SUBJECT**

Authorization to issue general revenue bonds in the amount of approximately \$28,000,000 to finance construction of the Press Box/Sky Suite facility at Bronco Stadium.

**REFERENCE**

January 2005	Information item to discuss the feasibility analysis of the proposed stadium expansion projects completed by Conventions Sports and Leisure International.
March 2005	SBOE approval for Boise State to market the lease of Sky Suites and Club Seats.
December 2005	SBOE approval to procure architectural services, not to exceed \$900,000, to complete preliminary design and programming through design development for a design-build project for the addition of a Press Box/Sky Suite facility to Bronco Stadium.
October 2006	Information item to provide a project update and financing plans for the Press Box/Sky Suite facility.
November 2006	Information item to provide a project update and financing plans for the Press Box/Sky Suite facility.
January 2007	SBOE approves request to proceed with construction of the Press Box/Sky Suite Facility at a cost not to exceed \$35.9 million pending final approval of financing.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section V.F.  
Section 33-3804, Idaho Code

**BACKGROUND**

Boise State University requests the Board's approval to issue approximately \$28,000,000 in revenue bonds (the "Series 2007B Bonds") pursuant to a Supplemental Bond Resolution to finance the construction of the Press Box/Sky Suite facility at Bronco Stadium.

**DISCUSSION**

The Press Box/Sky Suite facility will include four elevated levels to provide state-of-the-art media accommodations for written press, radio, and television; 38 Sky Suites for up to 16 spectators each (33 leaseable suites); club seating for 787 (685 leaseable seats); a level of loge seating for up to 172; club room, dining

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

facilities, catering support spaces, and additional restroom and concession facilities.

The project will be partially financed through taxable bonds. The IRS does not allow tax-exempt bonds for projects with more than 10% private use. Areas such as the premium seating, concessions, commercial kitchen and banquet rooms are not eligible for tax-exempt financing. The University has analyzed the private use associated with the project and determined that taxable bonds are required for a significant portion of the financing.

Debt service will be paid solely from project revenues. Current projections show significant excess revenues from operations, although these revenues are based on premium seat holders continuing to support the program. If the Athletics department were able to realize these excess revenues, they would be utilized to either pay-off existing debt or fund new initiatives. In addition to the 2007B Bonds, the Athletics department currently has approximately \$5 million in long-term debt in the form of capital leases and bank loans.

Principal Amount

Approximately \$28,000,000<sup>1</sup>

Maturities

Term bonds due in 2017, 2027 and 2037.

Amortization Plan

The amortization schedule for the Series 2007B Bonds reflects level debt service.

Interest Rates

To be determined on the day of pricing. Estimated scale of yields is 5.50% in 2017 to 5.95% in 2037. A portion of the bonds will be taxable.<sup>2</sup>

Source of Security

General Revenue Pledge of the University. Excludes appropriated funds, grants and contract revenues and restricted gifts.

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<sup>1</sup> Exact amount will be available at the meeting.

<sup>2</sup> Exact amount will be available at the meeting.

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

Ratings

Bonds are expected to be rated “Aaa/AAA” based on bond insurance from MBIA. Moody’s Investors Service and Standard & Poor’s each are expected to affirm ratings of “A1” and “A+” respectively, each with a stable outlook.

Bond Insurance and Cost

Bond insurance commitment received from MBIA. Premium quote of 0.198% of total debt service; the other bids ranged as high as 0.214% of total debt service. The increased interest cost for “A1/A+” rated bonds compared to “AAA” bonds would exceed the amount of this premium.<sup>1</sup>

Documents to be Provided Immediately Prior to the Meeting

Once pricing is concluded, the University will be able to provide the following:

1. Bond sizing analysis showing final amounts, interest rates and maturities
2. Insert of pages \_\_\_\_\_ to Supplemental Bond Resolution showing rates and maturities of the Bonds
3. Insert of new Appendix A to Bond Purchase Agreement showing rates and maturities of the Bonds
4. Ratings agencies reports for 2007B issuance (see 2007A reports: Attch. 8)

Bond pricing will occur during the 22nd day of February, 2007. Agenda consideration after 2:00 pm MST is requested.

**IMPACT**

The resulting amount of total debt will increase the University’s debt service to operating budget ratio. Even so, the bond rating agencies did not downgrade the University’s credit rating and reaffirmed the A1/A+ rating for the 2007A issuance, with an expectation for the same rating on Series 2007B. Moody’s cited the consistently strong operating performance and the positive strategic direction that the University has adopted. In addition, they stated that the selected facilities are consistent with the strategic plan and that of a growing metropolitan university. Boise State has the financial capacity to incur this debt without negatively impacting access to future capital, and believes this level of borrowing is necessary to complete pending new buildings consistent with the University’s strategic plan.

<sup>1</sup> Exact amount will be available at the meeting.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

**ATTACHMENTS**

Attachment 1 – Cash Flow Analysis for Stadium Expansion Project	Page 5-6
Attachment 2 – Ten Year Debt Projection (Spreadsheet)	Page 7
Attachment 3 – Existing and Proposed Debt Service to Budget Post Series 2007A and 2007B Issuance (Graph)	Page 9
Attachment 4 – Existing and Proposed Debt Service to Budget Post Series 2007A, 2007B & 2008A Issuance (Graph)	Page 10

Below items follow Attachment 4; not page-numbered for technical reasons:  
Attachment 5 – Preliminary Official Statement (included separately due to size)  
Attachment 6 – Supplemental Bond Resolution  
Attachment 7 – Bond Purchase Agreement  
Attachment 8 – Rating Agency Reports (2007A Issuance)

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff and the Board have reviewed the reasons for this issuance in previous meetings. Based upon the assertions of bond counsel and the underwriting firm, staff believes the requested action does not represent undue risk to BSU.

Staff recommends approval.

**BOARD ACTION**

A Motion to approve a Supplemental Resolution for the Series 2007B Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION authorizing the issuance and sale of \$28,000,000<sup>1</sup> General Revenue Series 2007B, of the Board of Trustees of Boise State University; 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 2007B Bonds.

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

*[Note: motion must be approved by a majority of the members of the Board – the Board’s Bylaws provide for approval with a roll-call vote.]*

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<sup>1</sup> Exact amount will be available at the meeting.

**BOISE STATE UNIVERSITY**  
**CASH FLOW ANALYSIS FOR STADIUM EXPANSION PROJECT**  
**January 23, 2007**

REVENUES	Note	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Yr 11-15	Yr 16-20	Yr 21-25	Yr 26-30	30 Year Total
<b>Project Revenues from New Seating Leases:</b>																
Club (685)	67% Sold	1,470,251	1,429,251	1,429,251	1,429,251	1,429,251	1,617,551	1,617,551	1,617,551	1,617,551	1,617,551	8,986,394	9,885,033	10,783,673	11,682,312	56,612,421
Sky Suites (12)	Sold Out	558,456	558,456	558,456	558,456	558,456	628,263	628,263	628,263	628,263	628,263	4,075,138	4,482,651	4,890,165	5,297,679	24,679,228
Sky Suites (19)	Sold Out	781,109	781,109	781,109	781,109	781,109	878,748	878,748	878,748	878,748	878,748	4,881,931	5,370,124	5,858,318	6,385,566	30,795,222
Loge (42)	Sold Out	500,520	443,520	443,520	443,520	443,520	523,908	523,908	523,908	523,908	523,908	3,274,425	3,929,310	3,929,310	4,256,753	20,283,938
<b>Potential Seat Revenues from Addition</b>	<b>1</b>	<b>3,310,336</b>	<b>3,212,336</b>	<b>3,212,336</b>	<b>3,212,336</b>	<b>3,212,336</b>	<b>3,648,470</b>	<b>3,648,470</b>	<b>3,648,470</b>	<b>3,648,470</b>	<b>3,648,470</b>	<b>21,217,888</b>	<b>23,667,119</b>	<b>25,461,465</b>	<b>27,622,309</b>	<b>132,370,808</b>
Estimated Seat Revenue	2	3,310,336	3,212,336	3,212,336	3,212,336	3,212,336	3,101,199	3,101,199	3,101,199	3,101,199	3,101,199	18,035,204	20,117,051	21,642,245	23,478,963	114,939,139
Debt Service	3	(2,107,479)	(2,473,800)	(2,476,440)	(2,477,280)	(2,476,320)	(2,473,560)	(2,475,000)	(2,474,280)	(2,477,400)	(2,472,000)	(12,370,080)	(12,364,200)	(12,371,160)	(12,370,680)	(73,859,679)
<b>Net of seating revenues and debt service</b>		<b>1,202,857</b>	<b>738,536</b>	<b>735,896</b>	<b>735,056</b>	<b>736,016</b>	<b>627,639</b>	<b>626,199</b>	<b>626,919</b>	<b>623,799</b>	<b>629,199</b>	<b>5,665,124</b>	<b>7,752,851</b>	<b>9,271,085</b>	<b>11,108,283</b>	<b>41,079,460</b>
<b>Academic Capital Project Fund (ACPF) Contribution</b>	<b>4</b>	<b>(600,000)</b>	<b>(600,000)</b>	<b>(600,000)</b>	<b>(600,000)</b>	<b>(600,000)</b>	<b>(700,000)</b>	<b>(700,000)</b>	<b>(700,000)</b>	<b>(700,000)</b>	<b>(700,000)</b>	<b>(4,000,000)</b>	<b>(4,500,000)</b>	<b>(5,000,000)</b>	<b>(5,500,000)</b>	<b>(25,500,000)</b>
<b>Athletic Seat Revenues from Addition</b>		<b>602,857</b>	<b>138,536</b>	<b>135,896</b>	<b>135,056</b>	<b>136,016</b>	<b>(72,361)</b>	<b>(73,801)</b>	<b>(73,081)</b>	<b>(76,201)</b>	<b>(70,801)</b>	<b>1,665,124</b>	<b>3,252,851</b>	<b>4,271,085</b>	<b>5,608,283</b>	<b>15,579,460</b>
<b>Cumulative Seat Revenues from Addition</b>		<b>602,857</b>	<b>741,393</b>	<b>877,289</b>	<b>1,012,345</b>	<b>1,148,361</b>	<b>1,076,000</b>	<b>1,002,199</b>	<b>929,118</b>	<b>852,917</b>	<b>782,116</b>	<b>2,447,241</b>	<b>5,700,092</b>	<b>9,971,177</b>	<b>15,579,460</b>	<b>15,579,460</b>
<b>Other Revenues available for project if needed:</b>																
New U Club in Stadium	5	515,000	515,000	515,000	515,000	515,000	612,500	612,500	612,500	612,500	612,500	3,550,000	4,037,500	4,525,000	4,525,000	22,275,000
Facilities Rental Revenue	6	50,000	50,000	50,000	50,000	50,000	121,665	121,665	121,665	121,665	121,665	1,110,183	1,110,183	1,110,183	1,110,183	5,299,059
<b>Total Non-seat Revenue Sources</b>		<b>565,000</b>	<b>565,000</b>	<b>565,000</b>	<b>565,000</b>	<b>565,000</b>	<b>734,165</b>	<b>734,165</b>	<b>734,165</b>	<b>734,165</b>	<b>734,165</b>	<b>4,660,183</b>	<b>5,147,683</b>	<b>5,635,183</b>	<b>5,635,183</b>	<b>27,574,059</b>
<b>Total Identified Revenues Net of Debt Service and ACPF</b>		<b>1,167,857</b>	<b>703,536</b>	<b>700,896</b>	<b>700,056</b>	<b>701,016</b>	<b>661,804</b>	<b>660,364</b>	<b>661,084</b>	<b>657,964</b>	<b>663,364</b>	<b>6,325,308</b>	<b>8,400,534</b>	<b>9,906,268</b>	<b>11,243,466</b>	<b>43,153,519</b>
<b>Operating Expenses:</b>																
Maintenance	7	25,074	26,077	27,120	28,205	29,333	47,449	49,347	51,321	53,373	55,508	415,557	505,589	615,126	732,188	2,661,267
Custodial	8	8,736	9,085	9,448	9,826	10,219	16,531	17,192	17,880	18,595	19,339	144,776	176,143	214,304	260,734	932,808
Utilities	9	41,205	42,053	42,935	43,853	44,807	60,127	61,732	63,402	65,138	66,943	371,435	527,575	620,210	632,915	2,684,331
Capital	10	5,000	5,000	5,000	60,000	5,000	130,000	190,000	130,000	190,000	130,000	710,000	2,650,000	1,950,000	1,950,000	8,110,000
Salaries	11	125,000	130,000	135,200	140,608	146,232	204,082	212,245	220,735	229,564	238,747	1,626,503	1,978,889	2,407,621	2,929,239	10,724,665
Food Service	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Estimated Operating Expense</b>		<b>254,956</b>	<b>263,354</b>	<b>272,088</b>	<b>336,171</b>	<b>290,618</b>	<b>534,847</b>	<b>609,440</b>	<b>564,618</b>	<b>640,403</b>	<b>596,819</b>	<b>3,784,482</b>	<b>6,541,912</b>	<b>6,641,775</b>	<b>7,376,758</b>	<b>28,708,241</b>
<b>Net Revenue</b>		<b>912,901</b>	<b>440,182</b>	<b>428,808</b>	<b>363,885</b>	<b>410,398</b>	<b>126,958</b>	<b>50,924</b>	<b>96,466</b>	<b>17,562</b>	<b>66,545</b>	<b>2,540,825</b>	<b>1,858,622</b>	<b>3,264,493</b>	<b>3,866,708</b>	<b>14,445,278</b>
<b>Cumulative for Athletics</b>	<b>13</b>	<b>912,901</b>	<b>1,353,084</b>	<b>1,781,892</b>	<b>2,145,776</b>	<b>2,556,174</b>	<b>2,683,132</b>	<b>2,734,056</b>	<b>2,830,522</b>	<b>2,848,084</b>	<b>2,914,629</b>	<b>5,455,454</b>	<b>7,314,076</b>	<b>10,578,570</b>	<b>14,445,278</b>	<b>14,445,278</b>



**BOISE STATE UNIVERSITY  
PROJECTED REVENUE FOR STADIUM EXPANSION PROJECT  
January 23, 2007**

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**Assumptions:**

- 1* Sales represent 100% sold. As of January 23rd, 526 of 787 club seats sold (up by 64 from January 8th) with 18 months remaining to sell inventory, suites and loges are sold out. Sales figures are averaging various contract lengths and rates in this model.
- 2* Premium seats assumed to be 100% sold in first five years and 85% sold in subsequent years. 83% occupancy in all years would generate enough funds for the model to support 1.2x debt service plus the proposed ACPF. 65% occupancy would generate enough funds to support 1.2x debt service. 55% occupancy would generate enough funds to support debt service alone.
- 3* Financing vehicle is University Bond, using a general pledge of all revenues. Debt service includes 1.2 coverage reserve. Amount assumes 6.0% rate and 100% taxable issuance.
- 4* ACPF would be used for academic capital projects to offset reduced debt capacity of the general revenue pledge.
- 5* The project will create 3 rows of covered seating on the west side of the stadium that may be sold at premium prices.
- 6* Facilities Rental will be generated from three 5,000 to 5,600 areas available for rental. Assumed to be rented for 50 events in initial year at \$1,000 per event. 100 events assumed in 6th year and 150 events assumed in 11th year. 4% annual escalation factor applied in year 6 and 11.
- 7* Maintenance is based on per foot per day cost in Student Union
- 8* Custodial is based on per foot per day cost in Student union.
- 9* Utilities are based on per foot per day cost in Student Union.
- 10* All furniture is expected to be replaced twice during life of loan. Kitchen equipment is expected to be replaced every 15 years. Amounts are allocated to renovate suites after each initial term expires.
- 11* Salaries escalate 4% per year and additional staff is added in year 6 and 11 when events are increased.
- 12* Food service is expected to break even as catering will be charged to the events. The only revenue generated off events is the rent included in assumption 9.
- 13* Revenues available to Athletics from revenues that were originally associated with project for other initiatives including gender equity.
- 14* Certain other revenues are currently allocated to Athletics debt for the 1996 Stadium expansion and the 2004 Indoor Practice Facility. As the related debt is paid, those funds could be diverted to this debt if occupancy does not hold strong.

**Comments:**

The purpose of this model is to show the viability of the project including:

That the seat revenues should cover debt service at 1.2X bond interest, and a significant contribution to academics.

That should Athletics fall short on seat revenues, there are other sources to cover expenses.

That operating expenses have been considered and can be absorbed.

The cumulative amount available to athletics for use on other initiatives for excellence should all assumptions hold.

**Boise State University  
Ten Year Debt Projection  
January 23, 2007**

Attachment 2

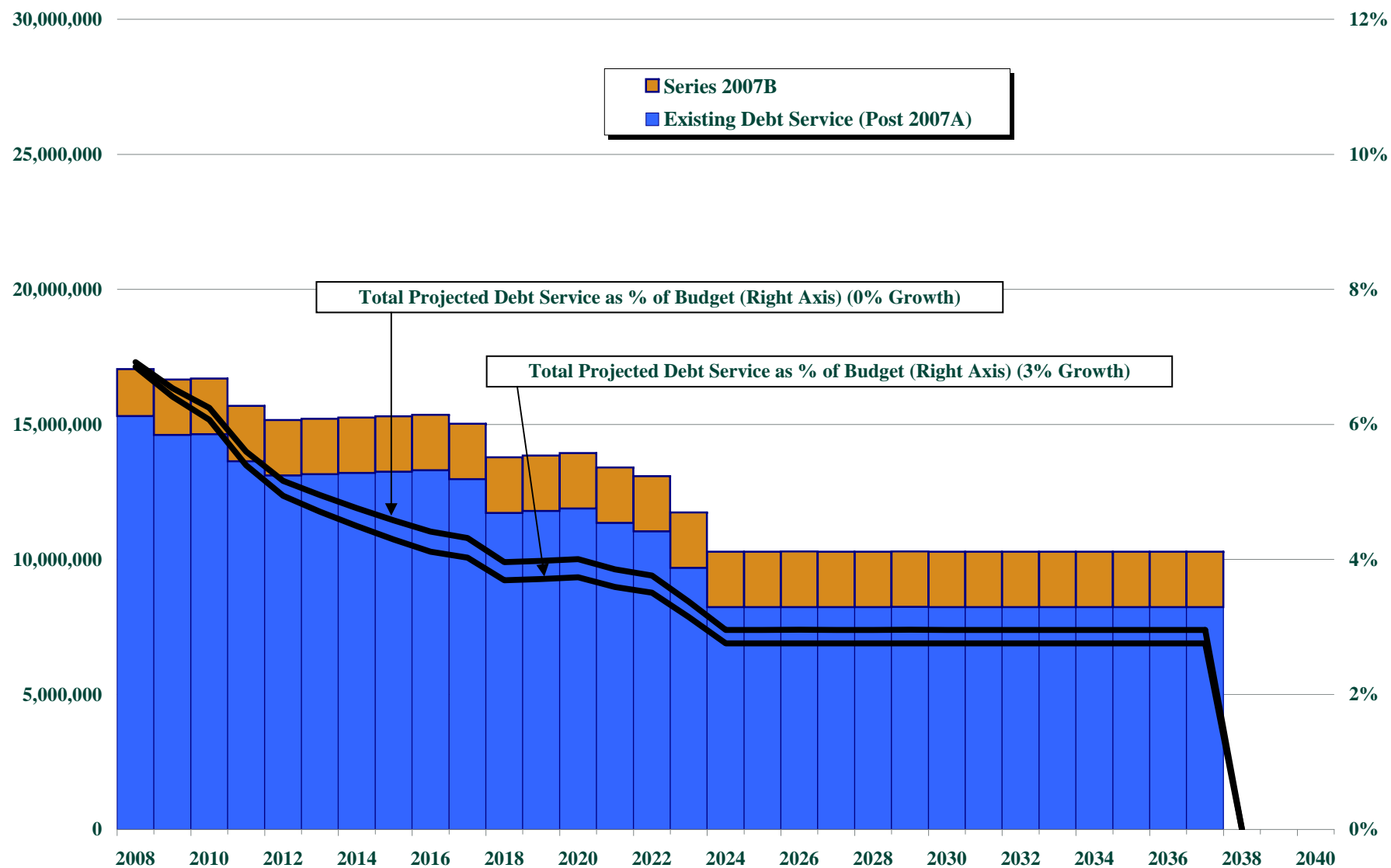
		FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY2016	Total		
<b>1 New Buildings</b>															
	<b>Cost</b>														
	<b>Est. Debt Financed</b>														
	<b>Annual Debt Service</b>														
2	Stadium Suites	\$35,000,000		\$28,000,000											
3	2007B			\$28,000,000	\$1,754,667	\$2,060,000	\$2,062,200	\$2,057,900	\$2,062,400	\$2,060,100	\$2,061,300	\$2,060,700	\$2,058,300	\$18,237,567	
4	CESED/Research Facility	\$35,000,000		\$31,000,000											
5	College of Business & Economic Building	\$30,000,000		\$15,000,000											
6	Student Housing	\$30,000,000		\$30,000,000											
7	2008A		\$76,000,000	\$0	0	\$2,611,000	\$4,476,000	\$5,566,000	\$5,565,600	\$5,566,300	\$5,562,800	\$5,565,100	\$5,562,600	\$40,475,400	
8	New Debt Financing		\$104,000,000	\$0	\$0	\$1,754,667	\$4,671,000	\$6,538,200	\$7,623,900	\$7,628,000	\$7,626,400	\$7,624,100	\$7,625,800	\$7,620,900	\$58,712,967
<b>9 Beginning Facilities Fee Reserve</b>		\$0	\$1,950,000	\$6,192,000	\$10,257,916	\$15,722,645	\$19,856,811	\$23,252,790	\$26,743,664	\$30,329,542	\$34,014,582	\$37,795,325	\$0		
10	Debt Service	\$0	\$0	-\$4,462,366	-\$6,986,375	-\$8,853,575	-\$9,939,275	-\$9,943,375	-\$9,941,775	-\$9,939,475	-\$9,941,175	-\$9,936,275	-\$79,943,666		
11	SFF Fee revenue	\$1,950,000	\$4,242,000	\$6,273,615	\$9,272,709	\$9,365,436	\$9,459,090	\$9,553,681	\$9,649,218	\$9,745,710	\$9,843,167	\$9,941,599	\$89,296,227		
12	Pledges for debt service			\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$4,500,000		
13	Project Revenues for debt service			\$1,754,667	\$2,678,395	\$3,122,305	\$3,376,163	\$3,380,568	\$3,378,434	\$3,378,805	\$3,378,750	\$3,375,758	\$27,823,846		
<b>14 Ending Facilities Fee Reserve</b>		\$1,950,000	\$6,192,000	\$10,257,916	\$15,722,645	\$19,856,811	\$23,252,790	\$26,743,664	\$30,329,542	\$34,014,582	\$37,795,325	\$41,676,407	\$41,676,407		
<b>15 Current University Debt Service</b>			\$11,095,970	\$15,051,342	\$14,355,665	\$14,386,156	\$13,383,691	\$12,700,250	\$12,749,254	\$12,795,586	\$12,842,271	\$12,894,209			
<b>16 Total Projected Debt Service</b>		\$0	\$11,095,970	\$16,806,009	\$19,026,665	\$20,924,356	\$21,007,591	\$20,328,250	\$20,375,654	\$20,419,686	\$20,468,071	\$20,515,109			
<b>17 Operating Budget (less direct loans, includes 3% growth in State support)</b>		\$242,140,615	\$248,863,615	\$259,947,327	\$275,030,524	\$290,729,321	\$306,856,962	\$323,167,370	\$339,657,467	\$356,333,299	\$373,198,073				
<b>18 Debt Service as a % of Operating Budget:</b>															
<b>19 3% Growth in State support</b>			4.58%	6.75%	7.32%	7.61%	7.23%	6.62%	6.30%	6.01%	5.74%	5.50%			
<b>20 2% Growth in State support</b>			4.58%	6.78%	7.37%	7.68%	7.32%	6.72%	6.42%	6.13%	5.87%	5.63%			
<b>21 1% Growth in State support</b>			4.58%	6.80%	7.42%	7.75%	7.40%	6.82%	6.53%	6.25%	6.00%	5.77%			
<b>22 0% Growth in State support</b>			4.58%	6.82%	7.46%	7.83%	7.49%	6.92%	6.63%	6.37%	6.12%	5.90%			

**Assumptions:**

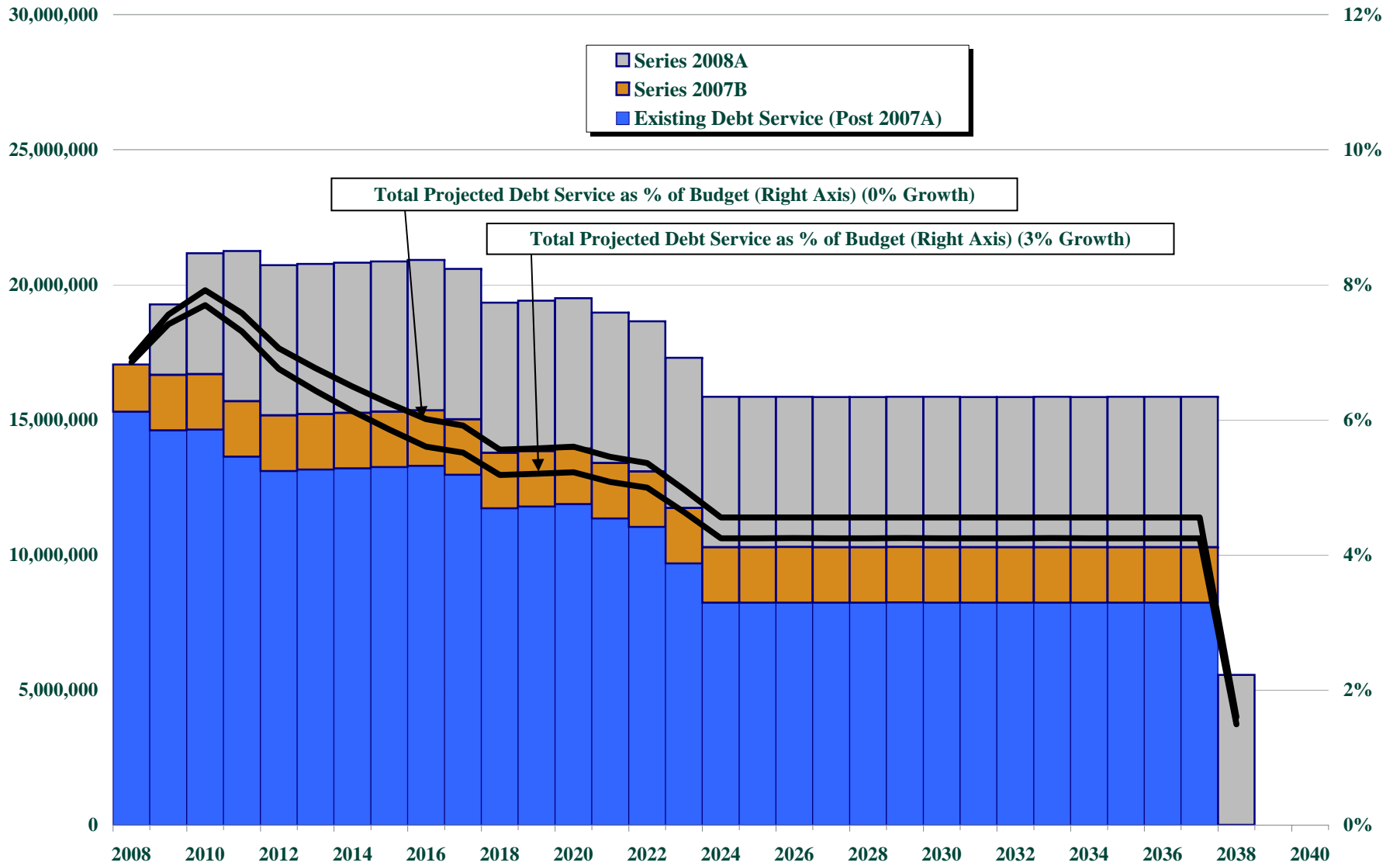
1. 1% growth in enrollment
2. \$1 SFF equals \$30,000 in annual funding, \$65 new fee in FY 2008 and \$95 new fee in FY 2009
3. Athletics revenues will equal debt service
4. Housing will pay 60% of debt service from operations
5. No new source of state funding for academic buildings
6. Debt Service on line 10 includes the amount of 2007A bonds that are being paid by the Strategic Facility Fee.

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### Boise State University Existing and Proposed Debt Service to Budget Post Series 2007A and 2007B Issuance



**Boise State University  
Existing and Proposed Debt Service to Budget  
Post Series 2007A, 2007B and 2008A Issuance**



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**SUPPLEMENTAL RESOLUTION**

AUTHORIZING THE ISSUANCE AND SALE OF

\$ \_\_\_\_\_  
BOISE STATE UNIVERSITY  
GENERAL REVENUE BONDS, SERIES 2007B

AND

\$ \_\_\_\_\_  
BOISE STATE UNIVERSITY  
GENERAL REVENUE BONDS, SERIES 2007C (TAXABLE)

ADOPTED FEBRUARY 22, 2007

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## SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION authorizing the issuance and sale of \$\_\_\_\_\_ General Revenue Bonds, Series 2007B and \$\_\_\_\_\_ General Revenue Bonds, Series 2007C (Taxable) of Boise State University; authorizing the execution and delivery of a Bond Purchase Agreement and a Continuing Disclosure Undertaking; and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2007 Bonds.

\* \* \* \* \*

WHEREAS, Boise State University (the “*University*”) is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho; and

WHEREAS, the State Board of Education and Board of Regents of the University of Idaho, acting in its capacity as the Board of Trustees of the University (the “*Board*”), is authorized, pursuant to Title 33, Chapter 38, Idaho Code, to issue bonds for “*projects*”, as defined in such act; and

WHEREAS, on September 17, 1992, the Board adopted a Resolution Providing for the Issuance of General Revenue Bonds (the “*Original Resolution*” and, as supplemented and amended, the “*Resolution*”); and

WHEREAS, the Board has determined to issue its \$\_\_\_\_\_ Boise State University General Revenue Bonds, Series 2007B (the “*Series 2007B Bonds*”) and \$\_\_\_\_\_ Boise State University General Revenue Bonds, Series 2007C (Taxable) (the “*Series 2007C Bonds*”) and, collectively with the Series 2007B Bonds, the “*Series 2007 Bonds*”) pursuant to Title 33, Chapter 38, Idaho Code, and Title 57, Chapter 5, Idaho Code (collectively, the “*Act*”), and the Resolution, to (i) finance a portion of the costs of the construction of an addition to the University’s football stadium, consisting of an enlarged and updated press box, stadium suites, premium seating, concourse upgrades to the west stadium entrance, concession stands, restrooms, and related facilities (the “*Series 2007 Project*”), (ii) pay costs of issuance of the Series 2007 Bonds, and (iii) with respect to the Series 2007B Bonds, to provide for capitalized interest on the Series 2007B Bonds; and

WHEREAS, in satisfaction of Section 33-3805 of the Act, the Board has determined that the Series 2007 Project is necessary for the proper operation of the University and is economically feasible;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY AS FOLLOWS:



## ARTICLE I

### DEFINITIONS

*Section 101. Definitions.* (a) Certain terms are defined in the preambles hereto. Except as provided in the preambles and subparagraph (b) of this Section, all capitalized terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.

(b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“*Bond Purchase Agreement*” means the Bond Purchase Agreement dated February 22, 2007, between the Board and the Underwriter, pursuant to which the Series 2007 Bonds are to be sold.

“*Bond Register*” means the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Series 2007 Bonds.

“*Book-Entry System*” means the book-entry system of registration of the Series 2007 Bonds described in Section 210 of this Supplemental Resolution.

“*Cede & Co.*” means Cede & Co., as nominee of DTC.

“*Continuing Disclosure Undertaking*” means the Continuing Disclosure Undertaking with respect to the Series 2007 Bonds, authorized by Section 205 of this Supplemental Resolution.

“*DTC*” means The Depository Trust Company, New York, New York.

“*DTC Participants*” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

“*Representation Letter*” means the Blanket Representations Letter from the University to DTC dated June 18, 1999.

“*Resolution*” means the Resolution Providing for the Issuance of General Revenue Bonds, adopted by the Board on September 17, 1992, as previously amended and supplemented, and as further amended and supplemented by this Supplemental Resolution.

“*Securities Depository*” means DTC or any successor Securities Depository appointed pursuant to Section 211.

“*Series 2007 Bondholder*” means the holder of any Series 2007 Bond.

“*Series 2007 Bonds*” means, collectively, the Series 2007B Bonds and the Series 2007C Bonds.

“Series 2007B Bonds” means the University’s \$\_\_\_\_\_ Boise State University General Revenue Bonds, Series 2007B.

“Series 2007C Bonds” means the University’s \$\_\_\_\_\_ Boise State University General Revenue Bonds, Series 2007C (Taxable).

“*Series 2007 Costs of Issuance Fund*” means the special account created by Section 302 of this Supplemental Resolution, from which the Costs of Issuance of the Series 2007 Bonds shall be paid.

“*Supplemental Resolution*” means this Supplemental Resolution of the Board adopted on February 22, 2007, authorizing the Series 2007 Bonds.

“*Trustee*” means U.S. Bank National Association, Salt Lake City, Utah, and its successors and permitted assigns under the Resolution, as paying agent, trustee, and registrar for the Series 2007 Bonds.

“*2007 Insurer*” means MBIA Insurance Corporation, or any successor thereto.

“*2007 Policy*” means the financial guaranty insurance policy issued by the 2007 Insurer insuring the payment when due of the principal of and interest on the Series 2007 Bonds as provided therein.

“*Underwriter*” means Lehman Brothers Inc.

The terms “*hereby*,” “*hereof*,” “*hereto*,” “*herein*,” “*hereunder*,” and any similar terms as used in this Supplemental Resolution refer to this Supplemental Resolution.

*Section 102. Authority for Supplemental Resolution.* This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

## ARTICLE II

### AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2007 BONDS

*Section 201. Authorization of Series 2007 Bonds, Principal Amount, Designation and Series.* In order to provide funds to finance a portion of the cost of construction of the Series 2007 Project, pay Costs of Issuance of the Series 2007 Bonds, and, with respect to the Series 2007B Bonds, to provide for capitalized interest, and in accordance with and subject to the terms, conditions and limitations established in the Resolution, two series of General Revenue Bonds are hereby authorized to be issued in the respective aggregate principal amounts of (i) with respect to the Series 2007B Bonds, \$\_\_\_\_\_, and (ii) with respect to the Series 2007C Bonds, \$\_\_\_\_\_. Such series of Bonds shall be designated “General Revenue Bonds, Series

2007B” and “General Revenue Bonds, Series 2007C (Taxable),” respectively. The Series 2007 Bonds shall be issued only in fully-registered form, without coupons. The Series 2007 Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution, equally and ratably with all Bonds issued under the Resolution.

*Section 202. Finding and Purpose.* The Board hereby finds, determines and declares that, in satisfaction of Section 33-3805 of the Act, the Series 2007 Project is necessary for the proper operation of the University and is economically feasible, and the requirements of Article VII of the Resolution will have been complied with upon the delivery of the Series 2007 Bonds.

*Section 203. Issue Date.* The Series 2007 Bonds shall be dated the date of their original issuance and delivery.

*Section 204. Series 2007 Bonds.* (a) The Series 2007B Bonds shall bear interest at the rates and mature on the dates and in the principal amounts as follows:

APRIL 1 OF THE YEAR	AMOUNT MATURING	INTEREST RATE
	\$	%

[(b) The Series 2007C Bonds shall mature on April 1, \_\_\_\_\_, and shall bear interest at the rate of \_\_\_\_% per annum.]

[(b) The Series 2007C Bonds shall bear interest at the rates and mature on the dates and in the principal amounts as follows:]

APRIL 1  
OF THE YEAR

AMOUNT  
MATURING

INTEREST  
RATE

(c) The Series 2007 Bonds shall bear interest from their dated date, payable on October 1, 2007, and semiannually thereafter on each April 1 and October 1.

*Section 205. Sale of Series 2007 Bonds.* The Series 2007B Bonds authorized to be issued herein are hereby sold to the Underwriter at an aggregate purchase price equal to the principal amount of the Series 2007B Bonds, plus net original issuance premium of \$\_\_\_\_\_, on the terms and conditions set forth in the Bond Purchase Agreement. The Series 2007C Bonds authorized to be issued herein are hereby sold to the Underwriter at an aggregate purchase price equal to the principal amount of the Series 2007C Bonds, on the terms and conditions set forth in the Bond Purchase Agreement. To evidence the acceptance of the Bond Purchase Agreement, the Bursar and Vice President for Finance and Administration (the “*Bursar*”) is hereby authorized to execute and deliver, on behalf of the Board and the University, the Bond Purchase Agreement, in the form presented at this meeting.

The use of the final Official Statement (the “*Official Statement*”) of the University in connection with the sale of the Series 2007 Bonds, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the Bursar shall sign such Official Statement and deliver such Official Statement to the Underwriter for distribution to prospective purchasers of the Series 2007 Bonds and other interested persons, which signature shall evidence such approval. The use of the Preliminary Official Statement dated February 9, 2007, by the Underwriter and the actions of the University, including the certification by the Bursar deeming the Preliminary Official Statement final pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the Securities Exchange Act of 1934, as amended (“*Rule 15c2-12*”) in connection with the offering of the Series 2007 Bonds, are hereby acknowledged, approved and ratified.

In order to comply with subsection (b)(5) of Rule 15c2-12, the Underwriter has provided in the Bond Purchase Agreement that it is a condition to delivery of the Series 2007 Bonds that the University shall have executed and delivered the Continuing Disclosure Undertaking. The Continuing Disclosure Undertaking is hereby ratified and approved in all respects, and the Bursar is hereby authorized to execute and deliver the Continuing Disclosure Undertaking in the form set forth in APPENDIX E to the Official Statement.

The Bursar of the University, the President of the Board (the “*President*”), and the Secretary of the Board (the “*Secretary*”) are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.

*Section 206. Execution and Delivery of Series 2007 Bonds.* The Series 2007 Bonds shall be manually executed on behalf of the University by the President of the Board and the Bursar of the University, and attested by the Secretary of the Board. The Series 2007 Bonds shall be delivered to the Underwriter upon compliance with the provisions of Section 3.2 of the Resolution.

*Section 207. Redemption of Series 2007 Bonds.* (a) The Series 2007B Bonds maturing on or before April 1, 2017, shall not be subject to call or redemption prior to their stated dates of maturity. On or after April 1, 2017, at the election of the University, the Series 2007B Bonds maturing on or after April 1, 2018, shall be subject to redemption, in whole or in part, as selected by the University, upon notice as provided in Section 4.3(A) of the Resolution, at a price of 100% of the principal amount of the Series 2007B Bonds to be redeemed, plus accrued interest to the redemption date.

(b) The Series 2007B Bonds maturing on April 1, \_\_\_\_ shall be subject to redemption in part by operation of sinking fund installments, upon notice as provided in Section 4.3(A) of the Resolution, at a redemption price equal to 100% of the principal amount of the Series 2007 Bonds to be redeemed, together with accrued interest to the date of redemption, on the dates and in the Mandatory Redemption Amounts as follows:

APRIL 1 OF THE YEAR	MANDATORY REDEMPTION AMOUNT
	\$

---

\* Stated maturity.

(c) The Series 2007C Bonds are subject to optional redemption, upon notice as provided in Section 4.3(A) of the Resolution, on any date prior to their maturity, in whole or in part, with maturities to be designated by the University, at a redemption price equal to 100% of the principal amount of such Series 2007C Bonds plus the Make-Whole Premium (as defined below), if any, plus the accrued interest, if any, thereon to the redemption date.

The “*Make-Whole Premium*” with respect to any Series 2007C Bond to be redeemed will be equal to the excess, if any, of the sum of the present values, calculated as of the redemption date, of (i) each interest payment that, but for such redemption, would have been payable on the Series 2007C Bond or portion thereof being redeemed on each interest payment date occurring after the redemption date (excluding any accrued interest for the period prior to the redemption date), and (ii) the principal amount that, but for such redemption, would have been payable on the applicable mandatory distribution date or at the stated maturity, as applicable, of the Series 2007C Bond being redeemed, divided by the principal amount of the Series 2007C Bond being redeemed.

The present values of interest and principal payments referred to in the above paragraph will be determined in accordance with generally accepted principles of financial analysis. These present values will be calculated by discounting the amount of each payment of interest or principal from the date that each such payment would have been payable, but for the redemption, to the redemption date at a discount rate equal to the “comparable treasury yield” (as defined below) plus 12.5 basis points. The Make-Whole Premium will be calculated by an independent investment banking institution or independent financial advisor of national standing appointed by the University.

For purposes of determining the Make-Whole Premium, “comparable treasury yield” means a rate of interest per annum equal to the weekly average yield to maturity of United States Treasury Securities that have a constant maturity that corresponds to the remaining term to maturity of the Series 2007C Bonds, calculated to the nearest 1/12th of a year. The comparable treasury yield will be determined as of the third business day immediately preceding the applicable redemption date.

The weekly average yields of United States Treasury Securities will be determined by reference to the most recent statistical release published by the Federal Reserve Bank of New York and designated “H.15(519) Selected Interest Rates” or any successor release (the “*H.15 statistical release*”). If the H.15 statistical release sets forth a weekly average yield for United States Treasury Securities having a constant maturity that is the same as the remaining term calculated as set forth above, then the comparable treasury yield will be equal to such weekly average yield. In all other cases, the comparable treasury yield will be calculated by interpolation on a straight-line basis, between the weekly average yields on the United States Treasury Securities that have a constant maturity closest to and less than the remaining term (in each case as set forth in the H.15 statistical release or any successor release). Any weekly average yields calculated by interpolation will be rounded to the nearest 1/100th of 1%, with any figure of 1/200th of 1% or above being rounded upward. If weekly average yields for United States Treasury Securities are not available in the H.15 statistical release or otherwise, then the comparable treasury yield will be calculated by interpolation of comparable rates selected by an independent investment banker or independent financial advisor, in the manner described above.

(d) If not previously redeemed as described above, the Series 2007C Bonds are subject to mandatory distribution, on a pro rata basis (and not by lot) in increments of \$5,000, at a price of par plus accrued interest to the date of distribution, on April 1 in the years and amounts shown below:

APRIL 1	MANDATORY
OF THE YEAR	DISTRIBUTION AMOUNT
	\$

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\* Stated maturity.

The portion of the principal amount of each Series 2007C Bond to be distributed (per \$5,000 original principal amount) on each mandatory distribution date and the resulting principal amount of each Series 2007C Bond remaining outstanding (per \$5,000 original principal amount) upon each such distribution are shown in the following table:

DUE	PRINCIPAL DISTRIBUTED PER \$5,000	REMAINING PRINCIPAL PER \$5,000
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*Section 208. Form of Series 2007 Bond.* The Series 2007 Bonds are hereby authorized to be issued in the form set forth in *Exhibit A* attached hereto and incorporated herein by this reference.

*Section 209. Submittal to Attorney General.* There shall promptly be submitted to the Attorney General of the State of Idaho by the Secretary of the Board, a certified copy of this Supplemental Resolution, together with the proceedings relating to their adoption, in order that the Attorney General may examine and pass upon the validity of the Series 2007 Bonds and the regularity of such proceedings, in the manner and with the effect specified in the Act.

*Section 210. Book-Entry-Only System.* (a) The Series 2007 Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2007 Bonds, except in the event that the Trustee issues Replacement Bonds, as provided below. It is anticipated that during the term of the Series 2007 Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the Series 2007 Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the Series 2007 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on the Series 2007 Bonds and all notices with respect to the Series 2007 Bonds shall be made and given in the manner provided in the Representation Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the Series 2007 Bonds, and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the book-entry system of the Securities Depository, the University shall execute, and the Trustee shall authenticate and deliver, one or more Series 2007 Bond certificates (the "*Replacement Bonds*") to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners' interests in the Series 2007 Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Series 2007 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the

Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to Series 2007 Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

(i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the Series 2007 Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the Series 2007 Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the Series 2007 Bonds.

(d) The Representation Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the Series 2007 Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Bond Resolution, which are intended to be complete without reference to the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of the Resolution, the terms of the Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

*Section 211. Successor Securities Depository.* In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository shall surrender the Series 2007 Bonds to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of Series 2007 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

*Section 212. Bond Insurance.* Payment of principal of and interest on the Series 2007 Bonds is guaranteed by the 2007 Insurer in accordance with the terms of the 2007 Policy. The



2007 Insurer's obligations are set forth in the 2007 Policy. The 2007 Policy is on file with the Trustee and may be obtained from the Trustee or the 2007 Insurer. So long as the Series 2007 Bonds shall be insured by the 2007 Policy and so long as the 2007 Insurer shall not be in payment default under the 2007 Policy, the following provisions, and other provisions herein referring to the 2007 Insurer, shall be in effect, and shall take precedence over any provision of the Resolution to the contrary:

A. In the event that, on the second Business Day, and again on the Business Day, prior to the payment date on the Series 2007 Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the Series 2007 Bonds due on the second following or following, as the case may be, Business Day, the Trustee shall immediately notify the 2007 Insurer or its designee on the same Business Day by telephone or telegraph, confirmed in writing by registered or certified mail, of the amount of the deficiency.

B. If the deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the 2007 Insurer or its designee.

C. In addition, if the Trustee has notice that any 2007 Bondholder has been required to disgorge payments of principal or interest on the Series 2007 Bonds to a trustee in bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such 2007 Bondholder within the meaning of any applicable bankruptcy laws, then the Trustee shall notify the 2007 Insurer or its designee of such fact by telephone or telegraphic notice, confirmed in writing by registered or certified mail.

D. The Trustee is hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for Series 2007 Bondholders of the Series 2007 Bonds as follows:

1. If and to the extent there is a deficiency in amounts required to pay interest on the Series 2007 Bonds, the Trustee shall (a) execute and deliver to U.S. Bank Trust National Association, or its successors under the 2007 Policy (the "*Insurance Trustee*"), in form satisfactory to the Insurance Trustee, an instrument appointing the 2007 Insurer as agent for such Series 2007 Bondholders in any legal proceeding related to the payment of such interest and an assignment to the 2007 Insurer of the claims for interest to which such deficiency relates and which are paid by the 2007 Insurer, (b) receive as designee of the respective Series 2007 Bondholders (and not as Trustee) in accordance with the tenor of the 2007 Policy payment from the Insurance Trustee with respect to the, claims for interest so assigned, and (c) disburse the same to such respective Series 2007 Bondholders; and

2. If and to the extent of a deficiency in amounts required to pay principal of the Series 2007 Bonds, the Trustee shall (a) execute and deliver to the Insurance Trustee in form satisfactory to the Insurance Trustee an instrument

appointing the 2007 Insurer as agent for such Series 2007 Bondholder in any legal proceeding relating to the payment of such principal and an assignment to the 2007 Insurer of any of the Series 2007 Bond surrendered to the Insurance Trustee of so much of the principal amount thereof as has not previously been paid or for which moneys are not held by the Trustee and available for such payment (but such assignment shall be delivered only if payment from the Insurance Trustee is received), (b) receive as designee of the respective Series 2007 Bondholders (and not as Trustee) in accordance with the tenor of the 2007 Policy payment therefor from the Insurance Trustee, and (c) disburse the same to such Series 2007 Bondholders.

E. Payments with respect to claims for interest on and principal of Series 2007 Bonds disbursed by the Trustee from proceeds of the 2007 Policy shall not be considered to discharge the obligation of the University with respect to such Series 2007 Bonds, and the 2007 Insurer shall become the owner of such unpaid Series 2007 Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

F. Irrespective of whether any such assignment is executed and delivered, the University and the Trustee hereby agree for the benefit of the 2007 Insurer that:

1. They recognize that to the extent the 2007 Insurer makes payments, directly or indirectly (as by paying through the Trustee), on account of principal of or interest on the Series 2007 Bonds, the 2007 Insurer will be subrogated to the rights of such Series 2007 Bondholders to receive the amount of such principal and interest from the University, with interest thereon as provided and solely from the sources stated in the Resolution and the Series 2007 Bonds; and

2. They will accordingly pay to the 2007 Insurer the amount of such principal and interest (including principal and interest recovered under subparagraph (ii) of the fast paragraph of the 2007 Policy, which principal and interest shall be deemed past due and not to have been paid), with interest thereon as provided in this Series 2007 Supplemental Resolution and the Series 2007 Bond, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Series 2007 Bonds to Series 2007 Bondholders, and will otherwise treat the 2007 Insurer as the owner of such rights to the amount of such principal and interest.

G. In connection with the issuance of additional Bonds, the University shall deliver to the 2007 Insurer a copy of the disclosure document, if any, circulated with respect to such additional Bonds.

H. Copies of any amendments made to the documents executed in connection with the issuance of the Series 2007 Bonds which are consented to by the 2007 Insurer shall be sent to Standard & Poor's Corporation.

I. The 2007 Insurer shall receive notice of the resignation or removal of the Trustee and the appointment of a successor thereto.

J. The 2007 Insurer shall receive copies of all notices required to be delivered to 2007 Bondholders and, on an annual basis, copies of the University's audited financial statements and annual budget. Any notice that is required to be given to a holder of the Series 2007 Bond or to the Trustee pursuant to the Resolution shall also be provided to the 2007 Insurer. All notices required to be given to the 2007 Insurer under the Resolution shall be in writing and shall be sent by registered or certified mail addressed to MBIA Insurance Corporation, 113 King Street, Armonk, New York 10504 Attention: Surveillance.

K. The University agrees to reimburse the 2007 Insurer immediately and unconditionally upon demand, to the extent permitted by law, for all reasonable expenses, including attorneys' fees and expenses, incurred by the 2007 Insurer in connection with (i) the enforcement by the 2007 Insurer of the University's obligations, or the preservation or defense of any rights of the 2007 Insurer, under the Resolution and any other document executed in connection with the issuance of the Series 2007 Bonds, and (ii) any consent, amendment, waiver or other action with respect to the Resolution or any related document, whether or not granted or approved, together with interest on all such expenses from and including the date incurred to the date of payment at Citibank's Prime Rate plus 3% or the maximum interest rate permitted by law, whichever is less. In addition, the 2007 Insurer reserves the right to charge a fee in connection with its review of any such consent, amendment or waiver, whether or not granted or approved.

L. The University agrees not to use the 2007 Insurer's name in any public document including, without limitation, a press release or presentation, announcement or forum without the 2007 Insurer's prior consent; *provided however*, such prohibition on the use of the 2007 Insurer's name shall not relate to the use of the 2007 Insurer's standard approved form of disclosure in public documents issued in connection with the current Series 2007 Bonds to be issued in accordance with the terms of the Commitment; and *provided further* such prohibition shall not apply to the use of the 2007 Insurer's name in order to comply with public notice, public meeting or public reporting requirements.

M. The University shall not enter into any agreement nor shall it consent to or participate in any arrangement pursuant to which the Series 2007 Bonds are tendered or purchased for any purpose other than the redemption and cancellation or legal defeasance of such Series 2007 Bonds without the prior written consent of the 2007 Insurer.

N. Any notices required to be given by the University and/or Trustee shall be given to the 2007 Insurer, Attn: Insured Portfolio Management.

O. So long as the Series 2007 Bonds remain outstanding and the 2007 Insurer is not in default under the 2007 Policy, the consent of the 2007 Insurer must be obtained for amendments affecting the Series 2007 Bonds that are of the type referred to in

Section 10.1(A) of the Resolution, and for amendments that modify the obligations of the 2007 Insurer with respect to the 2007 Policy.

P. Notwithstanding any of the provisions of Article XI of the Resolution, after any Event of Default occurring under Section 11.1 of the Resolution, and subject to this Series 2007 Supplemental Resolution, the 2007 Insurer shall have the complete and exclusive right to pursue and enforce any and all remedies available to the Registered Owners of the Series 2007 Bonds under Article XI. The Series 2007 Bonds may not be accelerated or, in the event of acceleration, annulled, without the consent of the 2007 Insurer. The 2007 Insurer shall receive immediate notice of any Event of Default known to the Trustee or the University.

Q. In the event of defeasance of the Series 2007 Bonds, the 2007 Insurer shall be provided with an opinion of counsel acceptable to the 2007 Insurer that the Series 2007 Bonds have been legally defeased and the escrow agreement establishing such defeasance operates to legally defease the Series 2007 Bonds within the meaning of the Resolution. The Insurer shall receive (i) 15 business days' notice of any advance refunding of the Series 2007 Bonds and (ii) with respect to any defeasance in connection with an advance refunding of the Series 2007 Bonds, an accountant's report with respect to the sufficiency of the amounts deposited in escrow to defease the Series 2007 Bonds.

### **ARTICLE III**

#### **CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS**

*Section 301. Creation of Accounts.* In accordance with Section 5.4(B) of the Resolution, there is hereby established in the Construction Fund a "Series 2007 Project Account," to be held by the University.

*Section 302. Application of Proceeds of Series 2007 Bonds.* The proceeds of the sale of the Series 2007 Bonds (net of (i) the \$\_\_\_\_\_ fee paid to the Underwriter for its services with respect to the Series 2007 Bonds; and (ii) the \$\_\_\_\_\_ amount paid to the Series 2007 Insurer by the Underwriter for the account of the University for the premium on the 2007 Policy) shall be deposited as follows:

(a) \$\_\_\_\_\_ for deposit into the Series 2007 Project Account, to acquire and construct the Series 2007 Project and to pay Costs of Issuance of the Series 2007 Bonds; and

(b) \$\_\_\_\_\_ for deposit into the Debt Service Account, representing capitalized interest on the Series 2007B Bonds.

Before any payment is made from the Series 2007 Project Account, the University shall execute a Written Certificate as required by Section 5.4(E) or 5.4(F), respectively, of the Resolution.

## ARTICLE IV

### MISCELLANEOUS

*Section 401. Partial Invalidity.* If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution should be contrary to law, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Resolution, this Supplemental Resolution or the Series 2007 Bonds, but the Series 2007 bondholders shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

*Section 402. Conflicting Resolutions; Effective Date.* All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED AND APPROVED this 22nd day of February, 2007.

BOARD OF TRUSTEES OF BOISE STATE  
UNIVERSITY

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President

ATTEST:

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Secretary

[SEAL]

**EXHIBIT A**

**[FORM OF SERIES 2007 BONDS]**

R-\_\_\_\_\_ \$\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF IDAHO**

**BOISE STATE UNIVERSITY  
GENERAL REVENUE BONDS, SERIES 2007[B][C (TAXABLE)]**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	April 1, ____	_____, 2007	_____

Registered Owner:

Principal Amount: ----- DOLLARS-----

KNOW ALL MEN BY THESE PRESENTS that Boise State University, a body politic and corporate and an institution of higher education of the State of Idaho (the “*University*”), for value received, hereby promises to pay, from the Bond Fund (as defined in the hereinafter defined Resolution), to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on October 1, 2007, and semiannually on each April 1 and October 1 thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

THIS BOND IS AN OBLIGATION OF THE UNIVERSITY PAYABLE SOLELY IN ACCORDANCE WITH THE TERMS HEREOF AND IS NOT AN OBLIGATION, GENERAL, SPECIAL, OR OTHERWISE OF THE STATE OF IDAHO, DOES NOT CONSTITUTE A DEBT, LEGAL, MORAL, OR OTHERWISE, OF THE STATE OF IDAHO, AND IS NOT ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT HEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE REVENUES, FEES, AND CHARGES PLEDGED THERETO IN THE RESOLUTION. The principal of, interest on, and redemption price of the Bonds is payable solely from Pledged Revenues, which consist principally of revenues from certain student fees and enterprises, as more particularly set forth in the Resolution. Pursuant to the Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund to provide for the prompt payment of the principal of, interest on, and redemption price of the Bonds. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security for the Bonds, reference is made to the provisions of the Resolution.

Principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the "*Bond Register*") maintained by U.S. Bank National Association, Salt Lake City, Utah (the "*Trustee*"). Interest shall be paid to the registered owner whose name appears on the Bond Register on the 15th day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid to such registered owner on the due date, by check or draft of the Trustee or by wire or other transfer, at the address appearing on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee on or after the date of maturity or prior redemption.

This Bond is one of the General Revenue Bonds, Series 2007[B][C (Taxable)] (the "*Series 2007[B][C] Bonds*"), of the University issued in the aggregate principal amount of \$\_\_\_\_\_ for the purpose of (i) financing a portion of the costs of the construction of an addition to the University's football stadium[, (ii) providing for capitalized interest] and [(iii)] paying costs of issuance of the Series 2007[B][C] Bonds. The Series 2007[B][C] Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly Title 33, Chapter 38, Idaho Code, and a Resolution Providing for the Issuance of General Revenue Bonds, duly adopted and authorized by the Board of Trustees of the University (the "*Board*") on September 17, 1992, as previously supplemented and amended, and as further supplemented and amended by a Supplemental Resolution adopted by the Board on February 22, 2007, authorizing the issuance of the Series 2007[B][C] Bonds (collectively, the "*Resolution*").

[The Series 2007B Bonds maturing on or before April 1, 2017, are not subject to call or redemption prior to their stated dates of maturity. On or after April 1, 2017, at the election of the University, the Series 2007B Bonds maturing on or after April 1, 2018, are subject to redemption, in whole or in part, as selected by the University, upon notice as hereinafter provided, at a price of 100% of the principal amount of the Series 2007B Bonds to be redeemed, plus accrued interest to the redemption date.]

[The Series 2007B Bonds maturing on April 1, \_\_\_\_ shall be subject to redemption in part by operation of sinking fund installments, upon notice as provided in the Resolution, at a redemption price equal to 100% of the principal amount of the Series 2007B Bonds to be redeemed, together with accrued interest to the date of redemption, on the dates and in the Mandatory Redemption Amounts as follows:]



APRIL 1  
OF THE YEAR

MANDATORY  
REDEMPTION AMOUNT

\$

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\* Stated maturity.

[The Series 2007C Bonds are subject to optional redemption, upon notice as provided in Section 4.3(A) of the Resolution, on any date prior to their maturity, in whole or in part, with maturities to be designated by the University, at a redemption price equal to 100% of the principal amount of such Series 2007C Bonds plus the Make-Whole Premium (as defined below), if any, plus the accrued interest, if any, thereon to the redemption date.

The “*Make-Whole Premium*” with respect to any Series 2007C Bond to be redeemed will be equal to the excess, if any, of the sum of the present values, calculated as of the redemption date, of (i) each interest payment that, but for such redemption, would have been payable on the Series 2007C Bond or portion thereof being redeemed on each interest payment date occurring after the redemption date (excluding any accrued interest for the period prior to the redemption date), and (ii) the principal amount that, but for such redemption, would have been payable on the applicable mandatory distribution date or at the stated maturity, as applicable, of the Series 2007C Bond being redeemed, divided by the principal amount of the Series 2007C Bond being redeemed.

The present values of interest and principal payments referred to in the above paragraph will be determined in accordance with generally accepted principles of financial analysis. These present values will be calculated by discounting the amount of each payment of interest or principal from the date that each such payment would have been payable, but for the redemption, to the redemption date at a discount rate equal to the “comparable treasury yield” (as defined below) plus 12.5 basis points. The Make-Whole Premium will be calculated by an independent investment banking institution or independent financial advisor of national standing appointed by the University.

For purposes of determining the Make-Whole Premium, “comparable treasury yield” means a rate of interest per annum equal to the weekly average yield to maturity of United States Treasury Securities that have a constant maturity that corresponds to the remaining term to maturity of the Series 2007C Bonds, calculated to the nearest 1/12th of a year. The comparable treasury yield will be determined as of the third business day immediately preceding the applicable redemption date.

The weekly average yields of United States Treasury Securities will be determined by reference to the most recent statistical release published by the Federal Reserve Bank of New

York and designated “H.15(519) Selected Interest Rates” or any successor release (the “*H.15 statistical release*”). If the H.15 statistical release sets forth a weekly average yield for United States Treasury Securities having a constant maturity that is the same as the remaining term calculated as set forth above, then the comparable treasury yield will be equal to such weekly average yield. In all other cases, the comparable treasury yield will be calculated by interpolation on a straight-line basis, between the weekly average yields on the United States Treasury Securities that have a constant maturity closest to and less than the remaining term (in each case as set forth in the H.15 statistical release or any successor release). Any weekly average yields calculated by interpolation will be rounded to the nearest 1/100th of 1%, with any figure of 1/200th of 1% or above being rounded upward. If weekly average yields for United States Treasury Securities are not available in the H.15 statistical release or otherwise, then the comparable treasury yield will be calculated by interpolation of comparable rates selected by an independent investment banker or independent financial advisor, in the manner described above.

If not previously redeemed as described above, the Series 2007C Bonds are subject to mandatory distribution, on a pro rata basis (and not by lot) in increments of \$5,000, at a price of par plus accrued interest to the date of distribution, on April 1 in the years and amounts shown below:]

APRIL 1 OF THE YEAR	MANDATORY DISTRIBUTION AMOUNT
	\$

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\* Stated maturity.

[The portion of the principal amount of each Series 2007C Bond to be distributed (per \$5,000 original principal amount) on each mandatory distribution date and the resulting principal amount of each Series 2007C Bond remaining outstanding (per \$5,000 original principal amount) upon each such distribution are shown in the following table:]

DUE	PRINCIPAL DISTRIBUTED PER \$5,000	REMAINING PRINCIPAL PER \$5,000
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The Series 2007[B][C] Bonds are initially issued in the form of a separate certificated, fully-registered Bond for each maturity and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“*DTC*”).

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE UNIVERSITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Notice of redemption shall be given by mailing notice to the registered owner thereof not less than 35 days nor more than 60 days prior to the redemption date at the address shown on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Provided that funds for the redemption price, together with interest to the redemption date, are on deposit at the place of payment at such time, the Series 2007[B][C] Bonds shall cease to accrue interest on the specified redemption date and shall not be deemed to be outstanding as of such redemption date.

Upon any partial redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Bond or shall make an appropriate notation with respect to this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.

The Series 2007[B][C] Bonds shall not be transferable or exchangeable except as set forth in the Resolution. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee. Upon such transfer, a new Series 2007[B][C] Bond, of the same denomination, maturity, and interest rate will be issued to the transferee in exchange therefor.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the other Series 2007[B][C] Bonds of this issue does not violate any constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

IN WITNESS WHEREOF, the Board has caused this Bond to be executed by the President of the Board and the Bursar of the University, and attested by the Secretary of the Board, and a facsimile or original of the official seal of the University to be imprinted hereon, as of this \_\_\_\_ day of March, 2007.

BOISE STATE UNIVERSITY

By \_\_\_\_\_  
President,  
Board of Trustees

By \_\_\_\_\_  
Bursar

ATTEST:

\_\_\_\_\_  
Secretary,  
Board of Trustees

[SEAL]

**[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]**

This Bond is one of the Boise State University General Revenue Bonds, Series 2007[B][C (Taxable)], described in the within-mentioned Resolution.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By \_\_\_\_\_  
Authorized Signature

Date of Authentication: \_\_\_\_\_.

## STATEMENT OF INSURANCE

MBIA Insurance Corporation (the “*Insurer*”) has issued a policy containing the following provisions, such policy being on file at U.S. Bank National Association, Salt Lake City, Utah.

The Insurer, in consideration of the payment of the premium and subject to the terms of this policy, hereby unconditionally and irrevocably guarantees to any owner, as hereinafter defined, of the following described obligations, the full and complete payment required to be made by or on behalf of the University to U.S. Bank National Association or its successor (the “*Paying Agent*”) of an amount equal to (i) the principal of (either at the stated maturity or by any advancement of maturity pursuant to a mandatory sinking fund payment) and interest on, the Obligations (as that term is defined below) as such payments shall become due but shall not be so paid (except that in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments guaranteed hereby shall be made in such amounts and at such times as such payments of principal would have been due had there not been any such acceleration, unless the Insurer elects in its sole discretion, to pay in whole or in part any principal due by reason of such acceleration); and (ii) the reimbursement of any such payment which is subsequently recovered from any owner pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such owner within the meaning of any applicable bankruptcy law. The amounts referred to in clauses (i) and (ii) of the preceding sentence shall be referred to herein collectively as the “Insured Amounts.” “Obligations” shall mean:

\$ \_\_\_\_\_

### **BOISE STATE UNIVERSITY GENERAL REVENUE BONDS, SERIES 2007[B][C (TAXABLE)]**

Upon receipt of telephonic or telegraphic notice, such notice subsequently confirmed in writing by registered or certified mail, or upon receipt of written notice by registered or certified mail, by the Insurer from the Paying Agent or any owner of an Obligation the payment of an Insured Amount for which is then due, that such required payment has not been made, the Insurer on the due date of such payment or within one business day after receipt of notice of such nonpayment, whichever is later, will make a deposit of funds, in an account with U.S. Bank Trust National Association, in New York, New York, or its successor, sufficient for the payment of any such Insured Amounts which are then due. Upon presentment and surrender of such Obligations or presentment of such other proof of ownership of the Obligations, together with any appropriate instruments of assignment to evidence the assignment of the Insured Amounts due on the Obligations as are paid by the Insurer, and appropriate instruments to effect the appointment of the Insurer as agent for such owners of the Obligations in any legal proceeding related to payment of Insured Amounts on the Obligations, such instruments being in a form satisfactory to U.S. Bank Trust National Association, U.S. Bank Trust National Association shall disburse to such owners or the Paying Agent payment of the Insured Amounts due on such

Obligations, less any amount held by the Paying Agent for the payment of such Insured Amounts and legally available therefor. This policy does not insure against loss of any prepayment premium which may at any time be payable with respect to any Obligation.

As used herein, the term “owner” shall mean the registered owner of any Obligation as indicated in the books maintained by the Paying Agent, Boise State University (the “*University*”), or any designee of the University for such purpose. The term owner shall not include the University or any party whose agreement with the University constitutes the underlying security for the Obligations.

Any service of process on the Insurer may be made to the Insurer at its offices located at 113 King Street, Armonk, New York 10504 and such service of process shall be valid and binding.

This policy is non-cancellable for any reason. The premium on this policy is not refundable for any reason including the payment prior to maturity of the Obligations.

In the event the Insurer were to become insolvent, any claims arising under a policy of financial guaranty insurance are excluded from coverage by the California Insurance Guaranty Association, established pursuant to Article 14.2 (commencing with Section 1063) of Chapter 1 of Part 2 of Division 1 of the California Insurance Code.

MBIA INSURANCE CORPORATION

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_____ Custodian _____
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the list above.

For value received \_\_\_\_\_ hereby sells, assigns and transfers unto

INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_  
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of BOISE STATE UNIVERSITY, and hereby irrevocably constitutes and appoints \_\_\_\_\_ Attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.



## VALIDATION CERTIFICATE

I hereby certify that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within bond; that such proceedings and such bond conform to and show lawful authority for the issuance thereof in accordance with the provisions of Title 33, Chapter 38, Idaho Code, as amended. Such bond has been issued in accordance with the Constitution and laws of the State of Idaho and shall in any suit, action or proceeding involving its validity be conclusively deemed to be fully authorized by Title 33, Chapter 38, Idaho Code, and to have been issued, sold, executed, and delivered in conformity with the Constitution and laws of the State of Idaho and to be valid and binding and enforceable in accordance with its terms, and such bond is incontestable for any cause.

---

Hon. Lawrence Wasden  
Attorney General

**BOISE STATE UNIVERSITY**

\$ \_\_\_\_\_  
**GENERAL REVENUE BONDS,  
SERIES 2007B**

AND

\$ \_\_\_\_\_  
**GENERAL REVENUE BONDS,  
SERIES 2007C (TAXABLE)**

**BOND PURCHASE AGREEMENT**

February 22, 2007

Boise State University  
Attn: Stacy Pearson, Vice President  
for Finance and Administration  
1910 University Drive  
Boise, Idaho 83725

Ladies and Gentlemen:

The undersigned, Lehman Brothers Inc., as underwriter (the "*Underwriter*"), hereby offers to enter into this Bond Purchase Agreement (the "*Purchase Agreement*") with Boise State University (the "*University*"), which, upon the acceptance by the University of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon the University and the Underwriter.

This offer is made subject to your acceptance and approval on or before 5:00 p.m. Mountain Time on the date hereof, and until so accepted will be subject to withdrawal by the Underwriter upon notice delivered to the University by the Underwriter at any time prior to the execution and acceptance hereof by the University. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter defined Resolution.

**ARTICLE I**

*Section 1.1. Purchase and Sale.* Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the Underwriter hereby agrees to purchase from the University, and the University hereby agrees to sell to the Underwriter, all, but

not less than all, of the University's \$ \_\_\_\_\_ General Revenue Bonds, Series 2007B (the "*Series 2007B Bonds*") and \$ \_\_\_\_\_ General Revenue Bonds, Series 2007C (Taxable) (the "*Series 2007C Bonds*" and, collectively with the Series 2007B Bonds, the "*Bonds*"), for a purchase price (the "*Purchase Price*") equal to (i) with respect to the Series 2007B Bonds, \$ \_\_\_\_\_, representing the principal amount of the Series 2007B Bonds, plus net original issue premium of \$ \_\_\_\_\_, and (ii) with respect to the Series 2007C Bonds, \$ \_\_\_\_\_, being the principal amount of the Series 2007C Bonds. In consideration for its services, the University agrees to pay to the Underwriter fees of \$ \_\_\_\_\_ for the Series 2007B Bonds and \$ \_\_\_\_\_ for the Series 2007C Bonds (the "*Underwriter's Fees*").

*Section 1.2. The Bonds.* The Bonds are being issued to (i) finance the costs of the acquisition and construction of an addition to the University's Bronco Stadium; (ii) provide for capitalized interest on the Series 2007B Bonds; and (iii) pay costs of issuance of the Bonds.

The Bonds shall be dated as of their date of delivery, bear interest at the rates, mature in the amounts and on the dates, and be subject to redemption and distribution prior to maturity, as set forth in SCHEDULE I hereto. The Bonds shall be issued pursuant to the Resolution Providing for the Issuance of General Revenue Bonds, adopted by the Board on September 17, 1992, as previously supplemented and amended (the "*Master Resolution*"), and as further supplemented by a Supplemental Resolution adopted February 22, 2007 (the "*Supplemental Resolution*" and, together with the Master Resolution, the "*Resolution*") by the Board of Trustees of the University (the "*Board*"), substantially in the form heretofore delivered to the Underwriter, with only such changes therein as shall be mutually agreed upon between us.

The Bonds will be payable from and secured by a pledge of certain revenues of the University (as defined in the Resolution, the "*Pledged Revenues*"), on a parity with all bonds now outstanding under the Resolution (collectively, the "*Outstanding Parity Bonds*") and any additional bonds hereafter issued under the Resolution.

A financial guarantee insurance policy (the "*Insurance Policy*") to be issued by MBIA Insurance Corporation (the "*Bond Insurer*") concurrently with the issuance of the Bonds shall insure the Bonds.

*Section 1.3. Official Statement; Continuing Disclosure.* (a) The Bonds shall be offered pursuant to an Official Statement of even date herewith (which, together with the cover page and all appendices thereto, and with such changes therein and supplements thereto which are consented to in writing by the Underwriter is herein called the "*Official Statement*").

(b) Concurrently with the University's execution hereof, the University shall deliver or cause to be delivered to the Underwriter one copy of the Official Statement, substantially in the same form as the Preliminary Official Statement dated February \_\_, 2007 (the "*Preliminary Official Statement*") with only such changes therein as shall have been accepted by the Underwriter, signed on behalf of the University by its Vice President for Finance and Administration. The University has previously deemed the Official Statement "final" as of its date for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission ("*Rule 15c2-12*"), and the University hereby authorizes the use of the Official

Statement by the Underwriter in connection with the public offering and sale of the Bonds. The University agrees to provide to the Underwriter, on or prior to the Closing Date, and in any event not later than seven business days after the date hereof, sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12 and Rule G-32 of the Municipal Securities Rulemaking Board.

(c) If at any time prior to 25 days after the “end of the underwriting period” (as defined below), any event shall occur of which the University has knowledge which might or would cause the Official Statement to contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the University shall notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the University will (i) supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and (ii) provide the Underwriter with such certificates and legal opinions as shall be requested by the Underwriter in order to evidence the accuracy and completeness of the Official Statement as so supplemented or amended. If the Official Statement is so supplemented or amended prior to the Closing (defined below), such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Agreement, and if the Official Statement is so amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by written notification delivered to the University by the Underwriter at any time prior to the Closing if, in the judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

(d) For purposes of this Purchase Agreement, the “end of the underwriting period” shall mean the day of the Closing, or, if the University has been notified in writing by the Underwriter on or prior to the date of the Closing that the “end of the underwriting period” within the meaning of Rule 15c2-12 will not occur on the date of the Closing, such later date on which the “end of the underwriting period” within such meaning has occurred. In the event that the University has been given notice pursuant to the preceding sentence that the “end of the underwriting period” will not occur on the date of the Closing, the Underwriter agrees to notify the University in writing of the date it does occur as soon as practicable following the “end of the underwriting period” for all purposes of Rule 15c2-12; *provided, however*, that if the Underwriter has not otherwise so notified the University of the “end of the underwriting period” by the 90th day after the Closing, then the “end of the underwriting period” shall be deemed to occur on such 90th day unless otherwise agreed to by the University.

(e) In order to enable the Underwriter to comply with the requirements of paragraph (b)(5) of Rule 15c2-12 in connection with the offering of the Bonds, the University covenants and agrees with the Underwriter that it will execute and deliver a Continuing Disclosure Undertaking with respect to the Bonds in substantially the form attached as APPENDIX E to the Preliminary Official Statement (the “*Continuing Disclosure Undertaking*”) on or before the Closing Date.

*Section 1.4. Public Offering.* The Underwriter agrees to make an initial public offering of all the Bonds at the public offering prices set forth on the inside cover page of the Official Statement.

*Section 1.5. Closing.* The “*Closing Date*” shall be March 15, 2007, or such other date as the University and the Underwriter shall mutually agree upon. The delivery of and payment for the Bonds and the other actions described in Sections 1.5 and 3.1 of this Purchase Agreement are referred to herein as the “*Closing*.” The Closing shall take place at the offices of \_\_\_\_\_ . On the Closing Date, the University will deliver the Bonds or cause the Bonds to be delivered to or for the account of The Depository Trust Company (“*DTC*”), duly executed and authenticated. The University will also deliver to the Underwriter at the Closing the other documents described below and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Paragraph 1.1 hereof in federal funds payable to the order of the University. The Bonds will be registered in the name of Cede & Co., as nominee of DTC.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF THE UNIVERSITY

To induce the Underwriter to enter into this Purchase Agreement, the University represents and warrants to the Underwriter as follows:

*Section 2.1.* The University has been duly organized and is validly existing under the Constitution and laws of the State of Idaho and has all power and authority to consummate the transactions contemplated by this Purchase Agreement and the Official Statement, including the execution, delivery and approval of all documents and agreements referred to herein or therein.

*Section 2.2.* The execution and delivery of the Resolution, the approval by the University of this Purchase Agreement and the Bonds, and the application of the proceeds of the Bonds for the purposes described in the Official Statement 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, resolution, mortgage, lease or instrument by which the University or any of its respective property is or may be bound.

*Section 2.3.* The University has duly authorized all necessary action to be taken by it for the issuance and sale of the Bonds by the University upon the terms and conditions set forth herein and in the Official Statement and the Resolution.

*Section 2.4.* Except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court or administrative body pending or, to the knowledge of the University, threatened against or affecting the University, or to the knowledge of the University, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the

financial condition of the University or the transactions contemplated by this Purchase Agreement and the Official Statement, or would have an adverse effect on the validity or enforceability of the Bonds, the Resolution or any agreement or instrument by which the University is or may be bound, or would in any way adversely affect the existence or powers of the University, or would in any way adversely affect the tax-exempt status of interest on the Bonds.

*Section 2.5.* The University is not in breach of or in default under any existing law, court or administrative regulation, decree or order, or any other agreement, resolution, mortgage, lease, sublease or other instrument to which the University 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 such extent as could have a material adverse effect on the financial condition of the University or the transactions contemplated by this Purchase Agreement and the Official Statement, or would have an adverse effect on the validity or enforceability in accordance with their respective terms of the Bonds or the Resolution, or would in any way adversely affect the existence or powers of the University, or would in any way adversely affect the tax-exempt status of interest on the Bonds.

*Section 2.6.* The audited financial statements of the University as of June 30, 2006, and for the fiscal year then ended are a fair presentation of the financial position of the University, the results of the University's operations, and the University's changes in its net assets for the periods specified as of the dates indicated.

Except as described in the Preliminary Official Statement, since June 30, 2006, there has been no material adverse change in the condition, financial or otherwise, of the University from that set forth in the audited financial statements as of and for the period ended that date; and except as described in the Preliminary Official Statement, the University, since June 30, 2006, has not incurred any material liabilities, directly or indirectly, except in the ordinary course of the University's operations.

*Section 2.7.* Each representation, warranty or agreement stated in any certificate signed by any officer of the University and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty or agreement by the University upon which the Underwriter shall be entitled to rely.

## ARTICLE III

### CLOSING CONDITIONS

*Section 3.1.* The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties herein and the performance by the University of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following conditions:

(a) The representations and warranties of the University contained herein shall be true, complete and correct in all material respects at the date hereof and on the Closing Date, as if made on the Closing Date. At the time of Closing (i) the Official Statement, the Resolution and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (ii) the proceeds of sale of the Bonds shall be paid to the Trustee of the Bonds for deposit or use as described in the Official Statement. On the Closing Date, no "Event of Default" shall have occurred or be existing under the Resolution nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an Event of Default under the Resolution, nor shall the University be in default in the payment of principal or interest on any of its obligations for borrowed money.

(c) The Underwriter shall have the right to terminate this Purchase Agreement by written notification delivered to the University by the Underwriter, if at any time on or prior to the Closing Date: (i) the Official Statement shall have been amended, modified or supplemented without the consent of the Underwriter; (ii) any event shall occur which makes untrue any statement of a material fact in the Official Statement or makes an omission of a fact that should be included in the Official Statement in order to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; (iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State of Idaho (the "*State*"), or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; (iv) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "*Securities Act*"), or that the Resolution needs to be qualified under the Trust Resolution Act of 1939, as amended and as then in effect (the "*Trust Resolution Act*"); (v) legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that the Bonds or obligations of the general character of the Bonds are not exempt from registration under the Securities Act, or that the Resolution is not exempt

from qualification under the Trust Resolution Act; (vi) legislation shall have been passed by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or the State Legislature, or a decision shall have been rendered by a court of the United States or of the State or by the Tax Court of the United States, or a ruling or an official statement (including a press release) or proposal shall have been made or a regulation shall have been proposed or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the University pursuant to the Resolution, or upon interest on obligations of the general character of the Bonds, or, with respect to State taxation of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated in connection herewith, or any other action or events shall have occurred which, in the judgment of the Underwriter, materially adversely affect the market for the Bonds or the market price generally of obligations of the general character of the Bonds; (vii) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (viii) a general banking moratorium shall have been established by federal, State or New York authorities; (ix) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or mobilization in anticipation thereof, any terrorist activities, or a national or international calamity or crisis, financial or otherwise, the effect of which on the financial markets of the United States would, in the reasonable opinion of the Underwriter, affect materially or adversely the ability of the Underwriter to market the Bonds; (x) any rating of the Bonds shall have been downgraded or withdrawn by a national rating service; or (xi) any action, suit or proceeding described in Section 2.4 or 3.1(d)(4) shall have been commenced; and

(d) At or prior to the Closing for the Bonds, the Underwriter shall receive the following documents:

(1) The approving opinion of Chapman and Cutler LLP (“*Bond Counsel*”), dated the date of Closing, in substantially the form included as APPENDIX F to the Official Statement;

(2) The opinion of Chapman and Cutler LLP, as Disclosure Counsel, dated the date of Closing and addressed to the Underwriter, in substantially the form attached hereto as *Exhibit A*;

(3) The opinion of Kevin D. Satterlee, counsel to the University, in substantially the form attached hereto as *Exhibit B*;



(4) The University's certificate or certificates signed by its Vice-President for Finance and Administration dated the date of the Closing to the effect that(A) no litigation is pending or, to its knowledge, threatened: (i) to restrain or enjoin the collection of Pledge Revenues under the Resolution; (ii) in any way contesting or affecting any authority for the issuance of the Bonds, the validity of the Bonds, the Resolution, this Purchase Agreement or the exemption from federal income taxation of interest on the Bonds; or (iii) in any way contesting the powers or operation of the University; (B) to the best of her knowledge, the descriptions and information contained in the Official Statement relating to the University and its operational and financial and other affairs and the application of the proceeds of sale of the Bonds are correct in all material respects, as of the date of the Official Statement and as of the date of Closing; (C) such descriptions and information, as of the date of the Official Statement, did not, and, as of the date of Closing, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (D) at the time of the Closing, no default or event of default has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Resolution, this Purchase Agreement or any other material agreement or material instrument to which the University is a party or by which it is or may be bound or to which any of its property or other assets is or may be subject; (E) the Resolution of the University authorizing or approving the execution of this Purchase Agreement, the Continuing Disclosure Undertaking, the Official Statement, and the form of the Bonds has been duly adopted by the University and has not been modified, amended or repealed; (F) no event affecting the University has occurred since the date of the Official Statement that either makes untrue, as of the date of Closing, any statement or information relating to the same and contained in the Official Statement or that should be disclosed therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading; and (G) the representations of the University herein are true and correct in all material respects as of the date of Closing;

(5) A copy of the transcript of all proceedings of the University, including the Supplemental Resolution, relating to the authorization and issuance of the Bonds, certified by appropriate officials of the University;

(6) A certificate of the University relating to matters affecting the tax-exempt status of interest on the Bonds, including the use of proceeds of sale of the Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(7) Satisfactory evidence that the Bonds are rated "Aaa" by Moody's Investors Service, Inc. ("*Moody's*"), and "AAA" by Standard & Poor's ("*S&P*"),

based on the issuance of the Insurance Policy, and that the Bonds are rated “[A1]” and “[A+]” by Moody’s and S&P, respectively, without regard to the Insurance Policy;

(8) Copies of the Official Statement related to the Bonds executed on behalf of the University;

(9) An executed counterpart of the Continuing Disclosure Undertaking;

(10) A specimen Bond;

(11) A copy of the executed Information Return for Tax-Exempt Governmental Bond Issues, Form 8038-G, and evidence of filing thereof, with respect to the Series 2007B Bonds;

(12) Evidence that a copy of the Official Statement has been filed with the Treasurer of the State of Idaho, pursuant to Idaho Code Section 67-1222;

(13) Evidence satisfactory to the Underwriter that the Insurance Policy has been issued by the Bond Insurer in substantially the form set forth as APPENDIX G to the Official Statement;

(14) A favorable opinion of counsel to, and certificates of, the Bond Insurer, satisfactory in form and substance to the Underwriter, dated the date of the Closing and addressed to the Underwriter, as to the power and authority of the Bond Insurer to deliver the Insurance Policy, the validity and enforceability of the Insurance Policy, the accuracy and completeness of the information with respect to the Bond Insurer and the Insurance Policy contained in the Official Statement under the caption “Bond Insurance,” and as to such other matters as the Underwriter may reasonably request;

(15) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

If the University shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the University shall be under further obligation hereunder, except as further set forth in Article IV hereof. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Agreement and proceed with the Closing. Acceptance of the Bonds and payment therefor by the Underwriter shall be deemed a waiver of noncompliance with any of the conditions herein.

## ARTICLE IV

### FEES AND EXPENSES

All expenses and costs of the University incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including the costs of printing of the Bonds; advertising costs; the costs of posting, printing, duplicating and mailing the Preliminary Official Statement and the Official Statement; the fees of consultants and the rating agencies; the cost of obtaining the Insurance Policy; the initial fee of the Trustee in connection with the issuance of the Bonds; and the fees and expenses of Bond Counsel, Disclosure Counsel, and counsel for the University, shall be paid out of funds made available by the University. All out-of-pocket expenses of the Underwriter (except for any expenses of the University advanced by the Underwriter for which the Underwriter will be reimbursed by the University), including advertising expenses in connection with the public offering of the Bonds, travel and other expenses, and the fees and expenses of any counsel employed by it, shall be paid by the Underwriter. To facilitate the Closing, the University hereby authorizes the Underwriter to (i) net from the Purchase Price of the Bonds the Underwriter's Fees and (ii) pay the premium for the Insurance Policy to the Insurer for the account of the University and reduce the Purchase Price payable to the University by an equal amount.

## ARTICLE V

### GENERAL PROVISIONS

*Section 5.1. Notices.* Any notice or other communication to be given to the University under this Purchase Agreement may be given by delivering the same in writing to the University's address set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Lehman Brothers Inc., 701 Fifth Avenue, Suite 7101, Seattle, Washington 98104.

*Section 5.1. Entire Agreement.* This Purchase Agreement, when executed by the University, shall constitute the entire agreement between the University and the Underwriter, and is made solely for the benefit of the University and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof.

*Section 5.2. No Recourse.* No recourse shall be had for any claim based on this Purchase Agreement, or any Resolution, certificate, document or instrument delivered pursuant hereto, against any member, officer or employee, past, present or future, of the University or of any successor body of the University.

*Section 5.3. Execution in Counterparts.* This Purchase Agreement may be executed in any number of counterparts, all of which, taken together, shall be one and the same instrument, and any parties hereto may execute this Purchase Agreement by signing any such counterpart.

*Section 5.4. Severability.* The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of this Purchase Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

*Section 5.5. Waiver or Modification.* No waiver or modification of any one or more of the terms and conditions of this Purchase Agreement shall be valid unless in writing and signed by the party or parties making such waiver or agreeing to such modification.

*Section 5.6. Governing Law.* This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

*Section 5.7. Effective Date.* This Purchase Agreement shall become effective upon its execution by the Underwriter and the acceptance and approval hereof by the University.

LEHMAN BROTHERS INC.

By \_\_\_\_\_  
Richard B. King,  
Senior Vice President

ACCEPTED:

BOISE STATE UNIVERSITY

By \_\_\_\_\_  
Stacy Pearson,  
Vice President for Finance and  
Administration

**SCHEDULE I**

\$ \_\_\_\_\_

**BOISE STATE UNIVERSITY  
GENERAL REVENUE BONDS, SERIES 2007B**

Interest on the Series 2007B Bonds is payable on October 1, 2007, and semiannually on each April 1 and October 1 thereafter.

The Series 2007B Bonds mature on the dates and bear interest at the rates, set forth below:

APRIL 1 OF THE YEAR	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	PRICE
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The Series 2007B Bonds are subject to optional and mandatory redemption as set forth in the Resolution.

\$ \_\_\_\_\_

**BOISE STATE UNIVERSITY  
GENERAL REVENUE BONDS, SERIES 2007C (TAXABLE)**

Interest on the Series 2007C Bonds is payable on October 1, 2007, and semiannually on each April 1 and October 1 thereafter.

The Series 2007C Bonds mature on April 1, \_\_\_\_\_, and bear interest at the rate of \_\_\_% per annum.

The Series 2007C Bonds are subject to optional redemption and mandatory distribution as set forth in the Resolution.

**EXHIBIT A**

**OPINION OF CHAPMAN AND CUTLER LLP,  
AS DISCLOSURE COUNSEL**

[TO BE DATE CLOSING DATE]

Lehman Brothers Inc.  
701 Fifth Avenue, Suite 7101  
Seattle, Washington 98104

Re:

\$ \_\_\_\_\_  
Boise State University  
General Revenue Bonds,  
Series 2007B

and

\$ \_\_\_\_\_  
Boise State University  
General Revenue Bonds,  
Series 2007C (Taxable)

Ladies and Gentlemen:

We have acted as disclosure counsel in connection with the purchase by Lehman Brothers Inc. (the “*Underwriter*”) of \$ \_\_\_\_\_ General Revenue Bonds, Series 2007B (the “*Series 2007B Bonds*”) and \$ \_\_\_\_\_ General Revenue Bonds, Series 2007C (Taxable) (the “*Series 2007C Bonds*”) and, collectively with the Series 2007B Bonds, the “*Bonds*”) issued on this date by Boise State University (the “*University*”). The Bonds are being issued pursuant to the terms of the Resolution Providing for the Issuance of General Revenue Bonds, adopted September 17, 1992, as previously supplemented and amended (the “*Master Resolution*”), and as further supplemented by a Supplemental Resolution adopted February 22, 2007 (the “*Supplemental Resolution*”) and, collectively with the Master Resolution, the “*Resolution*”). Capitalized terms used herein without definition shall have the meanings specified in the Official Statement dated February 22, 2007, relating to the Bonds (the “*Official Statement*”).

Based upon our examination of such documents and questions of law as we have deemed relevant in connection with the offering and sale of the Bonds under the circumstances described in the Official Statement, we are of the opinion that, under existing law, the Bonds are not

required to be registered under the Securities Act of 1933, as amended, and the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended.

We have rendered legal advice and assistance to the University as to the requirements of Rule 15c2-12 prescribed under the Securities Exchange Act of 1934, as amended (the “*Rule*”), in connection with the preparation of its Continuing Disclosure Undertaking dated as of the date hereof (the “*Undertaking*”) for purposes of the Rule. Based upon our examination of the Undertaking, the Rule and such other documents and matters of law as we have considered necessary, we are of the opinion that, under existing law, the Undertaking complies in all material respects with the applicable requirements of the Rule; *provided, however*, no view is expressed regarding the items comprising Annual Financial Information (as defined in the Undertaking).

We have rendered assistance to the University in connection with, and have participated in the preparation of, the Official Statement and certain other matters related to the subject financing. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal and related subjects and a limited review of certain documents, opinions and certificates of officers of the University and other appropriate persons. We also participated in telephone conferences with your representatives and other persons involved in the preparation of information for the Official Statement, during which the contents of the Official Statement and related matters were discussed and revised. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Official Statement, and we have not undertaken any obligation to verify independently any of the factual matters set forth therein. Moreover, many of the determinations required to be made in the preparation of the Official Statement involve matters of a non-legal nature. While we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, based upon our limited review of documents and participation in conferences as aforesaid, without independent verification, no facts have come to our attention which lead us to believe that the Official Statement (apart from (i) the information relating to The Depository Trust Company and its book-entry only system, (ii) the information relating to MBIA Insurance Corporation contained or incorporated in the Official Statement under the caption, “BOND INSURANCE,” and (iii) the financial statements or other financial, operating, statistical or accounting data contained therein, as to all of which we do not express any opinion or belief) contained as of its date or contains as of the date hereof any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

This letter is solely for the benefit of the Underwriter. No attorney-client relationship has existed or exists between our firm and the Underwriter in connection with the Bonds or by virtue of this letter. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

**EXHIBIT B**

**OPINION OF COUNSEL TO BOISE STATE UNIVERSITY**

[TO BE DATE CLOSING DATE]

Boise State University  
1910 University Drive  
Boise, Idaho 83725

Chapman and Cutler LLP  
201 South Main Street, Suite 2000  
Salt Lake City, Utah 84111

Lehman Brothers Inc.  
701 Fifth Avenue, Suite 7101  
Seattle, Washington 98104

MBIA Insurance Corporation  
113 King Street  
Armonk, NY 10504

Re:

\$ \_\_\_\_\_  
Boise State University  
General Revenue Bonds,  
Series 2007B

and

\$ \_\_\_\_\_  
Boise State University  
General Revenue Bonds,  
Series 2007C (Taxable)

Ladies and Gentlemen:

As counsel to Boise State University (the "*University*"), I have reviewed certain documents in connection with the issuance and sale by the University of the above-captioned bonds (the "*Bonds*"), including the Resolution Providing for the Issuance of General Revenue Bonds, adopted on September 17, 1992 by the Board of Trustees of the University (the "*Board*"), as previously supplemented and amended (the "*Master Resolution*"), and as further



supplemented and amended by the Supplemental Resolution of the Board adopted February 22, 2007, authorizing the issuance and sale of the Bonds (the “*Supplemental Resolution*,” and, together with the Master Resolution, the “*Resolution*”); the Preliminary Official Statement dated February \_\_, 2007; the Official Statement dated February 22, 2007 (the “*Official Statement*”); the Bond Purchase Agreement, dated February 22, 2007, between the University and Lehman Brothers Inc. (the “*Purchase Agreement*”); the Continuing Disclosure Undertaking with respect to the Bonds (the “*Continuing Disclosure Undertaking*”); and such other documents as I deemed necessary to render this opinion. Capitalized terms used but not defined in this opinion have the meanings assigned to such terms in the Resolution. This opinion is rendered pursuant to the Purchase Agreement.

Based upon my examination, it is my opinion that:

1. The University is an institution of higher education and a body politic of the State of Idaho, duly and validly created and existing pursuant to the laws of the State of Idaho, with full legal right, power, and authority (i) to issue bonds of the University pursuant to the Resolution; (ii) to adopt the Resolution; (iii) to enter into the Purchase Agreement, and the Continuing Disclosure Undertaking; (iv) to pledge the Pledged Revenues (as defined in the Resolution) to secure the payment of the principal of and interest on the Bonds; and (v) to carry out and consummate the transactions contemplated by the Resolution, the Purchase Agreement, and the Continuing Disclosure Undertaking.

2. The meeting of the Board on February 22, 2007, at which the Supplemental Resolution was duly adopted by the Board, was called and held pursuant to law, all public notices required by law were given, and the actions taken at the meeting, insofar as such actions relate to the Bonds, were legally and validly taken.

3. The adoption of the Resolution by the Board, the execution and delivery of the Purchase Agreement, and the Continuing Disclosure Undertaking, and the performance by the University of the transactions contemplated thereby will not conflict with or constitute a breach of, or default under, any commitment, note, agreement or other instrument to which the University is a party or by which it or any of its property is bound, or any provision of the Idaho Constitution or laws or any existing law, rule, regulation, ordinance, judgment, order or decree to which the University or the Board is subject.

4. Based upon conferences with, and representations of officials of, the University, the statements in the Official Statement under the captions, “INTRODUCTION–Boise State University,” “SECURITY FOR THE SERIES 2007 BONDS,” “THE UNIVERSITY,” and “LITIGATION,” and in “APPENDIX B–SCHEDULE OF STUDENT FEES,” are true and correct in all material respects and do not contain an untrue statement or omission of a material fact, it being understood that, in rendering this opinion, I am not expressing an opinion with respect to financial, statistical or operating data contained under these captions of the Official Statement.

5. Except as described in the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending which (i) questions the existence or powers of the Board or the University or the title to office of any present official of the Board or the University; (ii) seeks to prohibit, restrain or enjoin the sale, issuance or delivery of any of the Bonds or the execution and delivery of the Purchase Agreement, or the Continuing Disclosure Undertaking; (iii) affects the collection of the Pledged Revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge of the revenues and other funds and accounts under the Resolution; (iv) contests the completeness or accuracy of the Official Statement; or (v) contests any authority for the issuance of the Bonds, and the adoption of the Resolution, or the execution and delivery of the Purchase Agreement, and the Continuing Disclosure Undertaking, or the validity of any proceedings taken by the University in connection with the issuance or sale of the Bonds.

Very truly yours,

---

Kevin D. Satterlee  
University Counsel

**New Issue: Boise State University, ID**

**MOODY'S ASSIGNS AN A1 RATING TO BOISE STATE UNIVERSITY'S \$50 MILLION OF GENERAL REVENUE AND REFUNDING BONDS, SERIES 2007A; OUTLOOK IS STABLE**

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**UNIVERSITY WILL HAVE \$219.6 MILLION OF PRO-FORMA RATED DEBT INCLUDING SERIES 2007B BONDS TO BE ISSUED SHORTLY**

Higher Education  
 ID

**Moody's Rating**

<b>ISSUE</b>	<b>RATING</b>
General Revenue and Refunding Bonds, Series 2007A	A1
<b>Sale Amount</b> \$50,000,000	
<b>Expected Sale Date</b> 01/08/07	
<b>Rating Description</b> Public University Revenue Bonds	

**Moody's Outlook** Stable

**Opinion**

NEW YORK, Dec 22, 2006 -- Moody's Investors Service has assigned an A1 rating to Boise State University's (BSU) \$50 million of General Revenue and Refunding Bonds, Series 2007A. At this time we are affirming the A1 underlying rating.

**USE OF PROCEEDS:** Bond proceeds will be used to finance the costs of constructing an expansion of the Student Union Building and a Student Health, Wellness, Counseling, and Nursing building. In addition, bond proceeds will be used to refund portions of the Series 1998, 2001 and 2002 bonds.

**LEGAL SECURITY:** The Series 2007A Bonds are secured by Pledged Revenues which include student charges, auxiliary revenues, indirect cost recovery, etc. State appropriations and other externally restricted funds are not included in the Pledged Revenues. For certain of these revenues, the lien is subordinate to other outstanding debt until that debt either matures or is retired. Debt service covenant and additional bonds test to 1.1 times. There is no debt service reserve.

**INTEREST RATE DERIVATIVES:** None.

**STRENGTHS**

\* Sound fundamental market position as an urban university in a growing metropolitan area which should lead to stable enrollment (13,771 full-time equivalent in fall 2006) and continued growth in student charges pledged to bondholders;

\* Consistently strong operating performance despite constrained state appropriations, with a three-year average operating margin of 4.4% for FY 2006, and good three-year average debt service coverage of 2.8 times;

\* Adequate financial resources (\$152.5 million of total financial resources) which have exhibited modest growth over the last few years driven by operating surpluses and improved fundraising and investment returns; Continued growth is expected with the anticipated launch of major fundraising campaign.

**CHALLENGES**

\* Additional identified capital plans to be debt financed (up to \$123 million, including \$28 million to be issued shortly as Series 2007B) likely to further increase debt levels over next one to two years before moderating;

Following these issues, University will be highly leveraged in its rating category, ability to assume this level of debt at current rating levels contingent upon continuation of currently positive trends;

\* Continued reliance on pressured state appropriations (36% of total University revenues), with the State providing minimal increases in operating appropriations following several years of reductions and no capital appropriations for new buildings;

\* Growing research funding according to strategic plan in light of tight federal research funding environment; University has modest research base with \$11.7 million in research expenditures in FY 2006;

\*Historically modest fundraising and endowment levels.

#### MARKET/COMPETITIVE POSITION: PUBLIC UNIVERSITY SERVES GROWING METROPOLITAN AREA

Moody's anticipates continued solid student demand and stable enrollment based on Boise State University's role as the sole public higher education provider for a growing metropolitan area. Moody's Economy.com estimates a population of 553,200 individuals in 2006 with favorable demographics and robust economic growth expected. Total full-time equivalent enrollment reached 13,711 in fall 2006, representing a 12.2% increase over the past five years. However, the number of freshmen applications had a second consecutive year of decline in Fall 2006, down 25% from a peak in 2004. Management attributes the decline to the implementation of more stringent admissions requirements in FY 2003. Nonetheless, we believe that the University's market position combined with management's focus on improving retention rates will result in relatively stable enrollment.

The University remains committed to growing research programs, with its strategic plan calling for it to develop into a "Metropolitan Research University of Distinction." However, with a modest research base (\$11.7 million of expenditures in FY 2006) and at best a flat federal budget for research funding, we believe this will be a challenge. The University is in the initial stages of a organizing a fundraising campaign to provide funding for endowed faculty chairs and facilities that would support its vision. This would be the University's first major comprehensive fundraising effort.

The University serves as both a comprehensive urban four-year institution, as well as the community college for the area. In the summer of 2005, BSU opened its West Campus to serve as the headquarters for its community college programs. The campus functions as a separate college within the University's existing framework. With increased admissions requirements, management indicates over 700 students who previously would have been admitted were turned away in 2006. These students could potentially be served by the University's new campus.

#### OPERATING PERFORMANCE: CONSISTENT OPERATING MARGINS DESPITE CONSTRAINED STATE FUNDING

We believe the University will continue to produce positive to balanced annual operating performance, leading to good coverage of debt service. The University's demonstrated ability to achieve sound operating performance despite constrained state funding is viewed as a key credit strength and is a critical factor to sustaining the rating at the current level as the University increases its outstanding debt.

The University received a 7.12% increase in state support for FY 2007, due in large part to an equity adjustment and an increase in employee compensation. This, combined with continued expected growth in student-derived revenue, should support ongoing operating stability. In fiscal year 2006, the University posted a 4.4% three-year average operating margin. Operating cash flow provided solid 2.8 times three-year average coverage of comprehensive debt service responsibilities.

The University derives about 36% of its revenue on a Moody's adjusted basis from the state, although this is down materially from the 43.4% contribution ratio in FY 2002, as a result of reductions in state support and compensating increases in tuition and fees. We believe the environment for state support has largely stabilized. The State of Idaho is currently rated Aa2 with a stable outlook, which reflects the state's strong financial management, expanding economy, well-managed financial operations, and modest state debt levels. Offsetting these strengths are an above average dependence on the natural resource sector, particularly outside of the Boise area; volatile individual and corporate tax receipts; and lack of certain fiscal planning tools common among highly rated states. For more information, please see Moody's report dated September 20, 2006.

#### BALANCE SHEET POSITION: FINANCIAL RESOURCES GROWING; DEBT LEVELS WILL INCREASE

The University's financial profile has improved in recent years, with total financial resources at the end of FY 2006 of nearly \$153 million (including \$83.3 million of foundation resources). With \$104.6 million of expendable resources, coverage of debt and operations is adequate, with 0.5 times for pro-forma debt (including Series 2007B) and 0.5 times of operations. Financial resources increased 25% over the past three years due to improved fundraising and investment performance combined with favorable operating

performance. We anticipate continued growth as the University embarks on its first comprehensive capital campaign with a goal of \$195 million.

Beyond the current issue, the University has identified up to \$123 million of additional borrowing plans within the next two years. This amount includes \$28 million to be issued as Series 2007B revenue bonds for the expansion of the football stadium. Other projects include: \$35 million for the Center for Environmental Science and Economic Development, \$30 million for the College of Business and Economics building as well as \$30 million for additional student housing. Future capital projects will be used to enhance academic programs as well student life on campus, thereby strengthening BSU's long-term market position.

The University is already highly leveraged with expendable financial resources to debt of just 0.5 times, and debt to revenue of 1.0 time. Moody's expects that BSU will remain highly leveraged in the near-term due to the University's investment in academic and auxiliary facilities for its growing student population and the relative paucity of State funds to support capital projects. The University's ability to absorb any additional borrowing will be highly contingent on growth in liquidity, sustained strong operating performance and continued stable enrollment.

## **Outlook**

The College's rating outlook is stable based on strong student demand and tuition revenue trends, leading to solidly positive operating performance and a stable financial resource base. Leverage is high and additional borrowing plans could pressure the rating outlook without continuation of strong cash flow generation and enrollment growth.

What could change the rating-UP

Notable success in increasing philanthropic support to both build the endowment and to finance strategic capital and academic initiatives, combined with ongoing enrollment growth and operating profitability

What could change the rating-DOWN

Borrowing beyond current expectations, deterioration of student market position or decline of financial resources

KEY INDICATORS (Fiscal year 2006 financial data; fall 2006 enrollment data):

Total Enrollment: 13,711 full-time equivalent students

Total Debt: \$219.6 million, including debt of affiliated foundation

Expendable Resources to Direct Debt: 0.5 times

Expendable Resources to Operations: 0.5 years

Total Resources per Student: \$11,124

Three-Year Average Operating Margin: 4.4%

Reliance on state funding (% of Operating Revenue): 35.6%

RATED DEBT:

General Bond System, including Housing System Bonds: A1 (Aaa based on municipal bond insurance)

Student Building Fee Bonds: A1 (Aaa based on municipal bond insurance)

Library Bonds: A1 (Aaa based on municipal bond insurance)

Boise State Foundation Multi-Modal Bonds, Series 1998: Aaa/VMIG1

CONTACTS:

Boise State University: Stacy Pearson, Vice President for Finance and Administration, 208-426-1200

Underwriter: Lehman Brothers, Richard King, 206-344-5838

## Analysts

Karen Dulitz  
Analyst  
Public Finance Group  
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Susan Fitzgerald  
Backup Analyst  
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Moody's Investors Service

## Contacts

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MOODY'S hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MOODY'S have, prior to assignment of any rating, agreed to pay to MOODY'S for appraisal and rating services rendered by it fees ranging from \$1,500 to \$2,400,000. Moody's Corporation (MCO) and its wholly-owned credit rating agency subsidiary, Moody's Investors Service (MIS), also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually on Moody's website at [www.moody.com](http://www.moody.com) under the heading "Shareholder Relations - Corporate Governance - Director and Shareholder Affiliation Policy."

This credit rating opinion has been prepared without taking into account any of your objectives, financial situation or needs. You should, before acting on the opinion, consider the appropriateness of the opinion having regard to your own objectives, financial situation and needs.

**STANDARD  
& POOR'S**

One Market  
Steuart Tower, 15th Floor  
San Francisco, CA 94105-1000  
tel 415 371-5004  
reference no. 812996

January 4, 2007

Boise State University  
1910 University Drive  
Boise, ID 83725--1200  
Attention: Ms. Stacy Pearson, V-P for Finance & Admin

Re: ***\$87,630,000 Boise State University, Idaho, General Revenue and Refunding Bonds, Series 2007A***

Dear Ms. Pearson:

Pursuant to your request for a Standard & Poor's rating on the above-referenced obligations, we have reviewed the information submitted to us and, subject to the enclosed *Terms and Conditions*, have assigned a rating of "A+". Standard & Poor's views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

This letter constitutes Standard & Poor's permission to you to disseminate the above-assigned rating to interested parties. Standard & Poor's reserves the right to inform its own clients, subscribers, and the public of the rating.

Standard & Poor's relies on the issuer/obligor and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. This rating is based on financial information and documents we received prior to the issuance of this letter. Standard & Poor's assumes that the documents you have provided to us are final. If any subsequent changes were made in the final documents, you must notify us of such changes by sending us the revised final documents with the changes clearly marked.

To maintain the rating, Standard & Poor's must receive all relevant financial information as soon as such information is available. Placing us on a distribution list for this information would facilitate the process. You must promptly notify us of all material changes in the financial information and the documents. Standard & Poor's may change, suspend, withdraw, or place on

Ms. Stacy Pearson

Page 2

January 4, 2007

CreditWatch the rating as a result of changes in, or unavailability of, such information. Standard & Poor's reserves the right to request additional information if necessary to maintain the rating.

Please send all information to:

Standard & Poor's Ratings Services  
Public Finance Department  
55 Water Street  
New York, NY 10041-0003

Standard & Poor's is pleased to be of service to you. For more information on Standard & Poor's, please visit our website at [www.standardandpoors.com](http://www.standardandpoors.com). If we can be of help in any other way, please call or contact us at [nypublicfinance@standardandpoors.com](mailto:nypublicfinance@standardandpoors.com). Thank you for choosing Standard & Poor's and we look forward to working with you again.

Sincerely yours,

Standard & Poor's Ratings Services  
a division of The McGraw-Hill Companies, Inc.

A handwritten signature in black ink, appearing to read "Standard & Poor's LRW".

zt

enclosures

cc: Mr. Richard B. King, Senior Vice President  
Lehman Brothers



# STANDARD & POOR'S

## Standard & Poor's Ratings Services Terms and Conditions Applicable To U.S. Public Finance Ratings

Request for a rating. Standard & Poor's issues public finance ratings for a fee upon request from an issuer, or from an underwriter, financial advisor, investor, insurance company, or other entity, provided that the obligor and issuer (if different from the obligor) each has knowledge of the request. The term "issuer/obligor" in these Terms and Conditions means the issuer and the obligor if the obligor is different from the issuer.

Agreement to Accept Terms and Conditions. Standard & Poor's assigns Public Finance ratings subject to the terms and conditions stated herein and in the rating letter. The issuer/obligor's use of a Standard & Poor's public finance rating constitutes agreement to comply in all respects with the terms and conditions contained herein and in the rating letter and acknowledges the issuer/obligor's understanding of the scope and limitations of the Standard & Poor's rating as stated herein and in the rating letter.

Fees and expenses. In consideration of our analytic review and issuance of the rating, the issuer/obligor agrees to pay Standard & Poor's a rating fee. Payment of the fee is not conditioned on Standard & Poor's issuance of any particular rating. In most cases an annual surveillance fee will be charged for so long as we maintain the rating. The issuer/obligor will reimburse Standard & Poor's for reasonable travel and legal expenses if such expenses are not included in the fee. Should the rating not be issued, the issuer/obligor agrees to compensate Standard & Poor's based on the time, effort, and charges incurred through the date upon which it is determined that the rating will not be issued.

Scope of Rating. The issuer/obligor understands and agrees that (i) an issuer rating reflects Standard & Poor's current opinion of the issuer/obligor's overall financial capacity to pay its financial obligations as they come due, (ii) an issue rating reflects Standard & Poor's current opinion of the likelihood that the issuer/obligor will make payments of principal and interest on a timely basis in accordance with the terms of the obligation, (iii) a rating is an opinion and is not a verifiable statement of fact, (iv) ratings are based on information supplied to Standard & Poor's by the issuer/obligor or by its agents and upon other information obtained by Standard & Poor's from other sources it considers reliable, (v) Standard & Poor's does not perform an audit in connection with any rating and a rating does not represent an audit by Standard & Poor's, (vi) Standard & Poor's relies on the issuer/obligor, its accountants, counsel, and other experts for the accuracy and completeness of the information submitted in connection with the rating and surveillance process, (vii) Standard & Poor's undertakes no duty of due diligence or independent verification of any information, (viii) Standard & Poor's does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a rating or the results obtained from the use of such information, (ix) Standard & Poor's may raise, lower, suspend, place on CreditWatch, or withdraw a rating at any time, in Standard & Poor's sole discretion, and (x) a rating is not a "market" rating nor a recommendation to buy, hold, or sell any financial obligation.

Publication. Standard & Poor's reserves the right to publish, disseminate, or license others to publish or disseminate the rating and the rationale for the rating unless the issuer/obligor specifically requests that the rating be assigned and maintained on a confidential basis. If a confidential rating subsequently becomes public through disclosure by the issuer/obligor or a third party other than Standard & Poor's, Standard & Poor's reserves the right to publish it. Standard & Poor's may publish explanations of Standard & Poor's ratings criteria from time to time and nothing in this Agreement shall be construed as limiting Standard & Poor's ability to modify or refine Standard & Poor's criteria at any time as Standard & Poor's deems appropriate.

Information to be Provided by the Issuer/obligor. The issuer/obligor shall meet with Standard & Poor's for an analytic review at any reasonable time Standard & Poor's requests. The issuer/obligor also agrees to provide Standard & Poor's promptly with all information relevant to the rating and surveillance of the rating including information on material changes to information previously supplied to Standard & Poor's. The rating may be affected by Standard & Poor's opinion of the accuracy, completeness, timeliness, and reliability of information received from the issuer/obligor or its agents. Standard & Poor's undertakes no duty of due diligence or independent verification of

information provided by the issuer/obligor or its agents. Standard & Poor's reserves the right to withdraw the rating if the issuer/obligor or its agents fails to provide Standard & Poor's with accurate, complete, timely, or reliable information.

Standard & Poor's Not an Advisor, Fiduciary, or Expert. The issuer/obligor understands and agrees that Standard & Poor's is not acting as an investment, financial, or other advisor to the issuer/obligor and that the issuer/obligor should not and cannot rely upon the rating or any other information provided by Standard & Poor's as investment or financial advice. Nothing in this Agreement is intended to or should be construed as creating a fiduciary relationship between Standard & Poor's and the issuer/obligor or between Standard & Poor's and recipients of the rating. The issuer/obligor understands and agrees that Standard & Poor's has not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the U.S. Securities Act of 1933.

Limitation on Damages. The issuer/obligor agrees that Standard & Poor's, its officers, directors, shareholders, and employees shall not be liable to the issuer/obligor or any other person for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the rating or the related analytic services provided for in an aggregate amount in excess of the aggregate fees paid to Standard & Poor's for the rating, except for Standard & Poor's gross negligence or willful misconduct. In no event shall Standard & Poor's, its officers, directors, shareholders, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, legal fees, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, Standard & Poor's will not be liable in respect of any decisions made by the issuer/obligor or any other person as a result of the issuance of the rating or the related analytic services provided by Standard & Poor's hereunder or based on anything that appears to be advice or recommendations. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The issuer/obligor acknowledges and agrees that Standard & Poor's does not waive any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Term. This Agreement shall terminate when the ratings are withdrawn. Notwithstanding the foregoing, the paragraphs above, "Standard & Poor's Not an Advisor, Fiduciary, or Expert" and "Limitation on Damages", shall survive the termination of this Agreement or any withdrawal of a rating.

Third Parties. Nothing in this Agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third party beneficiary to this Agreement or to the rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Complete Agreement. This Agreement constitutes the complete agreement between the parties with respect to its subject matter. This Agreement may not be modified except in a writing signed by authorized representatives of both parties.

Governing Law. This Agreement and the rating letter shall be governed by the internal laws of the State of New York. The parties agree that the state and federal courts of New York shall be the exclusive forums for any dispute arising out of this Agreement and the parties hereby consent to the personal jurisdiction of such courts.

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**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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

**IDAHO STATUTES**

TITLE 33  
EDUCATION  
CHAPTER 38

STATE INSTITUTIONS OF HIGHER EDUCATION BOND ACT

**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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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

**SUBJECT**

Idaho State University (ISU) requests approval to purchase database software.

**REFERENCE**

June 14, 2006            Approval granted to release a Request for Proposal to purchase an enterprise resource planning (ERP) system.

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND**

RFP 01827 was released on June 15, 2006 for the purchase of an ERP system. ISU hired a professional project manager (David Alexander) to oversee the acquisition and implementation of the ERP system on September 18, 2006. Responses to the RFP were opened on November 9, 2006.

Two vendors responded by the RFP deadline, but both were deemed non-responsive by the State Division of Purchasing. ISU then received permission from the State Division of Purchasing to conduct a negotiated procurement directly with selected vendors (Attachments 1 and 2).

ISU decided to follow the original evaluation procedure developed for the RFP, and invited the two vendors (SunGard Higher Education and Datatel) who responded to the RFP to participate. A broadly representative evaluation committee of eleven university staff, chaired by the ERP Project Manager, has been responsible for the evaluation of proposals.

Both vendors were invited to demonstrate their proposed solutions on campus, but only SunGard Higher Education agreed to do so. Reference calls and a site visit were also conducted for the evaluation. The evaluation committee determined that the Banner system proposed by SunGard Higher Education met the needs of ISU, as defined in the RFP.

**DISCUSSION**

As the first step in the ERP implementation, the university proposes to begin the development of a data warehouse and reporting system, which will improve campus access to information and address a critical need identified during the 2004 accreditation report of the Northwest Commission on Colleges and Universities. In addition, a unified campus portal will be implemented which will provide improved services to faculty, staff, and students. Finally, the migration of administrative applications which are not included in ERP systems from our obsolete hardware platform will begin.



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

In phase two of the ERP implementation, the university expects to propose the acquisition of finance, HR/Payroll, advancement and workflow software from SunGard Higher Education. During the implementation of these systems, approaches for the implementation of these systems, alternative approaches for the implementation of a student information and financial aid system will be explored.

Database software from Oracle will be required for the development of a data warehouse and portal, for the migration of non-ERP applications, and for the eventual implementation of an ERP system. ISU is requesting permission to purchase a campus wide license for Oracle database products for an amount not to exceed \$1,200,000. This amount includes approximately \$985,000 for licensing costs and \$208,000 for the first year's maintenance. Internal funds will be used to cover this cost, including the student fee for technology approved by the Board at the April 2006 meeting. Oracle is a state contract provider for database software, so no RFP will be required for this procurement.

**ATTACHMENTS**

- |   |         |
|---|---------|
| Attachment 1 - Letter from President Vailas to Mr. Jan Cox, State Division of Purchasing, requesting authority to negotiate procurement directly with selected vendors. | Page 5  |
| Attachment 2 - Letter from State Division of Purchasing to Dr. Vailas, granting permission to conduct a negotiated procurement directly with selected vendors.          | Page 7  |
| Attachment 3 - ISU ERP Implementation Plan  | Page 9  |
| Attachment 4 - ISU Database Configuration   | Page 11 |

**IMPACT**

Development of a data warehouse and reporting system and a unified campus portal 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 access and integration. The development of these applications will prepare the University for an eventual ERP implementation. A companion agenda item requests Board approval to purchase computer servers at a cost not to exceed 800,000. A full description of ISU's plan for the implementation of an ERP system is attached.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

As noted by ISU, there is a companion agenda item to follow, requesting the purchase of related hardware. Staff is aware of ISU's need for a new management information system and believes this proposed first step is prudent.

Following this first step, ISU will conduct a complete review of financing options, to be most likely followed in June 2007 with a request to purchase additional modules (human resources and finance).

The proposed Board action includes a dollar amount that has been increased above the ISU request to cover any unplanned cost increases.

Staff recommends approval.

**BOARD ACTION**

A motion to approve the purchase of database software at a cost not to exceed \$1,500,000, from Oracle for development of a data warehouse, portal and eventual deployment of an ERP system.

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

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

**Attachment 1**



**Office of  
the President**  
Campus Box 8310  
Pocatello, Idaho  
83209-8310  
(208) 282-3440  
FAX (208) 282-4487

November 17, 2006

Mr. Jan Cox, Administrator  
Division of Purchasing  
5569 Kendall Street  
Statehouse Mail  
Boise, ID 83720

Dear Mr. Cox:

The request for proposal process for an enterprise system for ISU resulted in offers from two companies, Datatel and SunGuard. Regretfully, both of the proposals had to be declared "non-responsive" because of estimated pricing and alterations to the signature page.

Idaho State University is faced with a difficult dilemma. Time constraints prohibit starting over with another RFP. The ERP solution is part of our accreditation requirements with the Northwest Commission on Colleges and Universities. In addition, we want to avoid a 'system migration' project that is estimated to cost 1.5 million dollars.

IDAPA 38.05.01 084.02.a provides a solution that will allow us to move forward to realize our objective. "After a Competitive Solicitation. *Negotiations may be used under this rule when the administrator determines in writing that negotiations may be in the best interest of the state and that: A competitive solicitation has been unsuccessful because, without limiting other possible reasons, all offers are unreasonable, noncompetitive, or all offers exceed available funds and the available time and circumstances do not permit the delay required for re-solicitation.*"

We therefore, request authority to negotiate with both Datatel and SunGuard to determine if a successful agreement may be established and to secure a contract for our ERP solution.

Thank you for your consideration.

Sincerely,

Arthur C. Vailas, Ph.D.  
President

cc: Ken Prolo  
David Buck

*ISU Is An Equal Opportunity Employer*

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**Attachment 2**



**DIRK KEMPTHORNE**  
Governor  
**PAMELA I. AHRENS**  
Director  
**JAN COX**  
Administrator

**State of Idaho**

Department of Administration

**Division of Purchasing**

5569 Kendall Street (83706)  
P. O. Box 83720  
Boise, ID 83720-0075  
Telephone (208) 327-7465  
FAX (208) 327-7320  
[www2.state.id.us/adm/purchasing](http://www2.state.id.us/adm/purchasing)

November 20, 2006

Arthur C. Vailas, Ph.D.  
President  
Idaho State University  
Campus Box 8310  
Pocatello, ID 83209-8310

Dear President Vailas:

This is in response to your request dated November 17, 2006 for authorization to conduct a negotiated procurement for an enterprise system for Idaho State University (ISU). The basis of the request is the authority vested in the Administrator of the Division of Purchasing by Idaho Code Section 67-5717(12) and the failure of the competitive process as provided in the Rules of the Division of Purchasing, IDAPA 38.05.01, 084.02.a.

The situation as presented provides that a solicitation for an enterprise system had been processed and that the two responses received were deemed to be nonresponsive. This resulted in an unsuccessful competitive solicitation and negotiation represents the most expeditious method to satisfy the requirement for acquiring the enterprise system, to meet accreditation requirements for ISU and to avoid system migration costs. Therefore, in accordance with the authority vested in me by Idaho Code Section 67-5717(12), the request to conduct negotiations to obtain the enterprise system is in the best interest of the state and is hereby approved.

Sincerely,

Jan G. Cox  
Administrator

cc: Mark Little, State Purchasing Manager

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**Idaho State University  
ERP Implementation Plan**

Idaho State University is committed to implementing a complete Enterprise Resource Planning (ERP) system to replace its current administrative computer systems. As a result of funding constraints, this implementation project will be conducted in phases, as outlined below.

**Step 1: Purchase campus-wide Oracle database license**

Begin implementation of unified campus portal, utilizing either open source (uPortal) or consortium-based (CampusEAI) software.

Begin implementation of a data warehouse and reporting system, utilizing tools provided within the Oracle database system.

Begin planning for the migration of applications not included in ERP systems to the Oracle platform.

**Step 2: Purchase the Banner Finance, HR/Payroll, Advancement, and Workflow systems from SunGard Higher Education**

Supplement these systems with the grants management system developed at the University of Houston

**Step 3: Implement a student information and financial aid system**

Explore options over the next two years to develop our own student information and financial aid systems, or utilize open source programs if they become available, or procure vendor-supported systems if funds become available.

The total cost of steps 1 and 2 for hardware, software, consulting services, staffing, and materials and supplies will be approximately \$12 million. Anticipated costs for step 3 cannot be estimated until the basic approach has been selected.



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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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**Attachment 4**

**Idaho State University Database Software for ERP System**

	<b>Estimated Cost (\$)</b>	<b>Annual Maintenance (\$)</b>
Oracle Database Enterprise Edition	450,000	100,000
Oracle Internet Application Server	340,000	75,000
Diagnostics Pack	35,000	8,000
Tuning Pack	35,000	8,000
Configuration Management Pack	35,000	8,000
Internet Developer Suite – 15 named users	40,000	8,500
Programmer – 5 named users	50,000	700
 TOTAL	 985,000	 208,200

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**Subsection: I. Real and Personal Property and Services**

**April 2002**

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**I. Real and Personal Property and Services**

**3. Acquisition of Personal Property and Services**

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.
- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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

**SUBJECT**

Idaho State University (ISU) requests approval to purchase Sun Microsystems hardware from Advanced System Group (ASG).

**REFERENCE**

June 14, 2006            Approval granted to release a Request for Proposal to purchase an Enterprise Resource Planning (ERP) system.

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND**

In the previous agenda item before the Board today, ISU has requested approval to purchase an Oracle database system for use in the development of a data warehouse, portal and eventual deployment of an ERP system. New computer hardware will be required to operate this system.

**DISCUSSION**

Sun Microsystems servers are a standard hardware platform for Oracle database applications. These software systems have been optimized for efficient operation on this platform. ISU has previous investment in Sun hardware and has existing staff expertise in managing such systems.

ISU is requesting permission to purchase Sun Microsystems servers and related hardware from Advanced System Group (ASG) for an amount not to exceed \$870,000. ASG is the state contract provider for Sun Microsystems equipment, therefore, no RFP will be required for this procurement.

The proposed hardware has been carefully configured to meet the needs of the anticipated load. The configuration is designed for high availability through the use of redundant servers and network switches at each service level.

**IMPACT**

The development of a data warehouse, portal and ERP system will provide increased integration and functionality. This is in response to the recommendation by the Northwest Commission on Colleges and Universities accreditation report for ISU to improve its data integration.

**ATTACHMENTS**

Attachment 1 – ISU ERP Implementation Plan	Page 3
Attachment 2 – ISU hardware Configuration	Page 5

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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

**STAFF COMMENTS AND RECOMMENDATIONS**

As noted by ISU, there is a companion agenda item (previous item), requesting the purchase of software for the ERP. Staff is aware of ISU's need for a new management information system and believes this proposed step is prudent.

The proposed Board action includes a dollar amount that has been increased above the ISU request to cover any unplanned cost increases.

Staff recommends approval.

**BOARD ACTION**

Motion to approve the purchase of Sun Microsystems hardware from Advanced System Group (ASG), at a cost not to exceed \$925,000 for use in the development of a data warehouse, portal and eventual deployment of an ERP system.

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

**Idaho State University  
ERP Implementation Plan**

Idaho State University is committed to implementing a complete Enterprise Resource Planning (ERP) system to replace its current administrative computer systems. As a result of funding constraints, this implementation project will be conducted in phases, as outlined below.

Step 1: Purchase campus-wide Oracle database license

Begin implementation of unified campus portal, utilizing either open source (uPortal) or consortium-based (CampusEAI) software.

Begin implementation of a data warehouse and reporting system, utilizing tools provided within the Oracle database system.

Begin planning for the migration of applications not included in ERP systems to the Oracle platform.

Step 2: Purchase the Banner Finance, HR/Payroll, Advancement, and Workflow systems from SunGard Higher Education

Supplement these systems with the grants management system developed at the University of Houston

Step 3: Implement a student information and financial aid system

Explore options over the next two years to develop our own student information and financial aid systems, or utilize open source programs if they become available, or procure vendor-supported systems if funds become available.

The total cost of steps 1 and 2 for hardware, software, consulting services, staffing, and materials and supplies will be approximately \$12 million. Anticipated costs for step 3 cannot be estimated until the basic approach has been selected.

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## Idaho State University Preliminary Server Configuration for ERP System

Purpose	Server	CPU's	Memory (GB)	Disk (GB)	Estimated Cost (\$)
Database - Primary	SunFire V890	4* 1.8GHz UltraSPARC IV+	32	4 x 146	70,000
Database - Failover	SunFire V890	4* 1.8GHz UltraSPARC IV+	32	4 x 146	70,000
Database - Test/Development	SunFire V490	2* 1.8GHz UltraSPARC IV+	8	2 x 146	35,000
Self Service Application - Primary	SunFire T2000	1 (8 core)* 1.0 GHZ T1	8	2 x 73	15,000
Self Service Application - Failover	SunFire T2000	1 (8 core)* 1.0 GHZ T1	8	2 x 73	15,000
Self Service Application - Test/Development	SunFire T2000	1 (8 core)* 1.0 GHZ T1	8	2 x 73	15,000
ERP Application - Primary	SunFire V490	2* 1.8GHz UltraSPARC IV+	8	2 x 146	35,000
ERP Application - Failover	SunFire V490	2* 1.8GHz UltraSPARC IV+	8	2 x 146	35,000
Workflow	SunFire V490	2* 1.8GHz UltraSPARC IV+	8	2 x 146	35,000
Data Warehouse	SunFire V490	2* 1.8GHz UltraSPARC IV+	16	2 x 146	40,000
Portal - Primary	SunFire V890	4* 1.8GHz UltraSPARC IV+	16	4 x 146	65,000
Portal - Failover	SunFire V890	4* 1.8GHz UltraSPARC IV+	16	4 x 146	65,000
Portal - Test/Development	SunFire V490	2* 1.8GHz UltraSPARC IV+	8	2 x 146	35,000
Installation Services					65,000
3 Years Maintenance					200,000

TOTAL

795,000



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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**Subsection: I. Real and Personal Property and Services April 2002**

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**I. Real and Personal Property and Services**

3. Acquisition of Personal Property and Services

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.
- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

Memorandum of Understanding describing the process to be used to construct and operate higher education facilities and programs in Sandpoint

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections III., V.E., V.I. & V.K.  
Section 58-335, Idaho Code

**BACKGROUND**

The Board of Regents owns approximately 77 acres of agricultural property within the City of Sandpoint. See Attachment 1. The property is currently operated as the Sandpoint Research and Extension Center by the University's College of Agricultural and Life Sciences. The Wild Rose Foundation, (Wild Rose) a private charitable foundation, has proposed an arrangement between the University of Idaho and Wild Rose under which Wild Rose will create facilities for the delivery of higher education programs for the Sandpoint area on this property and convey them without cost to the University.

Since introduction of this proposal by Wild Rose, the University has investigated the demand for programs in the area and has assessed the ability of targeted programs to meet the State of Idaho's and the area's higher education needs at this location. The impact of this project will be immediate and substantive, bringing improved higher education opportunities to the North Idaho Panhandle and expanding the facilities of the University to go where the need lies, all in furtherance of the University's long term plan for delivery of education services.

**DISCUSSION**

The underlying concept for build-out and start-up of the Sandpoint Center leverages the University's resources in higher education, extension, research and secondary education, through the significant donation of educational and research facilities by Wild Rose to create a unique opportunity for education and research on a local, state and national level as follows:

**Build-Out and Start-Up**

*Sale of University parcel to Wild Rose.* The plan will call for the Regents to convey the 77-acre parcel to Wild Rose at market value (recently appraised at \$6.25 million). The property will be conveyed with covenants and restrictions to ensure educational use of the property.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

*Construction of education facilities by Wild Rose.* Wild Rose will then design and build capital improvements on the property in accordance with specifications and timing approved by the University and outlined in a comprehensive Development Agreement to be approved by the Regents prior to the initial conveyance of land.

*Re-conveyance of completed facilities and underlying land to University.* As the completed improvements become ready for operation of defined programs, Wild Rose will re-convey the land along with the completed improvements back to the Regents, at no cost, for operation of the defined programs.

*Additional Parcel Donated for Ag Research and Extension Field Activities.* Because some current field activities associated with the current Research and Extension Center would be displaced by this new campus development, Wild Rose will also simultaneously donate to the Regents approximately 15 acres of land that is nearby and is suitable for relocation of some of the displaced horticultural uses. Necessary facility improvements on the gifted 15-acre parcel will be constructed at the expense of the University.

*Potential Co-location of Public School.* Additionally, to provide a unique opportunity for synergy in education, a portion of the existing property acquired by Wild Rose will be made available to the local public school district for the construction of a public school adjacent to the contemplated higher education campus. If the school district is unable to gain approval and initiate construction of a public school within twenty years of Wild Rose's acquisition, the property will revert to the Regents at no cost.

**Educational Concept**

*Ag Research and Extension Programs.* The proposed new Sandpoint center begins with the current research and extension programs from the College of Agricultural and Life Sciences and houses them in the new modern educational venue supplied by Wild Rose. Added to these programs, in the new facilities, will be programs that are unique to Idaho and the region that are responsive to local economic and educational needs, along with programs intended to draw students and faculty to the center on a statewide and national basis. For the College of Agricultural and Life Sciences, the new facilities and faculty will allow the existing programs to be enhanced significantly to develop a nationally recognized center in value added horticultural crop research. Co-location of the Bonner County extension faculty and staff at the center will increase both the efficiency and synergism of program delivery and administrative support.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

*Other New Academic Programs.* Other new academic programs (undergraduate and graduate) will be added based on a Higher Education Needs Assessment that was completed for Bonner and Boundary counties in November 2006. The initial University of Idaho academic program offerings will include: an Executive MBA and a web based business undergraduate minor; undergraduate and graduate degrees in education; undergraduate degrees in psychology and general studies; a Bachelor's in Fine Arts completion program in music theatre; and a BS and MS in environmental sciences and interdisciplinary sciences. Professional development and continuing education programs will be developed based on the local needs and priorities identified through a local advisory committee.

*Cooperative Agreements with NIC and Other Institutions.* A cooperative agreement will be developed with NIC to house faculty and staff at the center so that they can increase their offerings to provide the first 2 years of the general education programs as well as selected associate degrees. Other colleges and universities will also be invited to use the facilities as programs develop in the area. Initially the University and NIC plan to provide joint student services and to share teaching classrooms and laboratories. The University will provide programs via a variety of methods including web based and web assisted delivery, live in person and compressed video delivery, and DVD video delivery. Interdisciplinary approaches will be the hallmark of all programs with a unique combination of sciences, education, business and the fine arts being incorporated in all areas. Total headcount for NIC in Sandpoint is currently 200 and it is expected that total headcount for the center for NIC and University programs combined will exceed 1000 within 5 years. Delivery of these new programs in Sandpoint is consistent with the University's established strategies for providing higher education opportunities in northern Idaho.

**IMPACT**

The fiscal impact of the Sandpoint Center will be spread among University operating funds, student and other appropriate fees, a request for new occupancy costs for the facilities as each facility comes on line, endowment earnings and matching funds from Wild Rose as follows:

*Fund for Start-up Costs – Endowment for Ongoing Programmatic Costs.* A portion of the \$6.25 million sales proceeds from the 77 acre parcel (\$500,000) will be set aside to help fund initial start up costs. The balance of the sales proceeds will fund an endowment the income from which will help fund programmatic costs at the Sandpoint Center. In addition, Wild Rose pledges to match (itself or through private giving) up to \$500,000 annually for the first 5 years of operations for programmatic costs.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

*Revenue and Expenditure Projections.* Attachment 2 hereto outlines projected revenue sources, expenditures and growth in net assets for the Center over the first 10 years of operation. The University will seek general funds for the ongoing occupancy costs of the facilities once they are transferred from Wild Rose, as well as for specialized equipment and needs for programs as they may arise.

**ATTACHMENTS**

Attachment 1 - Pictures and Map	Pages 5-6
Attachment 2 - Operating Projections	Pages 7-10
Attachment 3 – Memorandum of Understanding & exhibits	Pages 11-22

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has not had sufficient time to undertake a comprehensive review all of the projections and assumptions contained in the agenda item. However, several of the footnotes contain assumptions related to enrollment and related revenue that appear to be critical to the overall project.

Revenue from the Enrollment Workload Adjustment is mentioned, which is based upon resident weighted credit hours. Demolition or upgrade of existing facilities, addition of roads, water/sewage/other infrastructure is noted but the associated cost isn't estimated. Prior to conveyance, the University will provide public notice of this disposal. Since this conveyance is one element of a multi-stage transfer, the above mentioned appraisal and the notice will satisfy the requirements of Idaho Code 58-335.

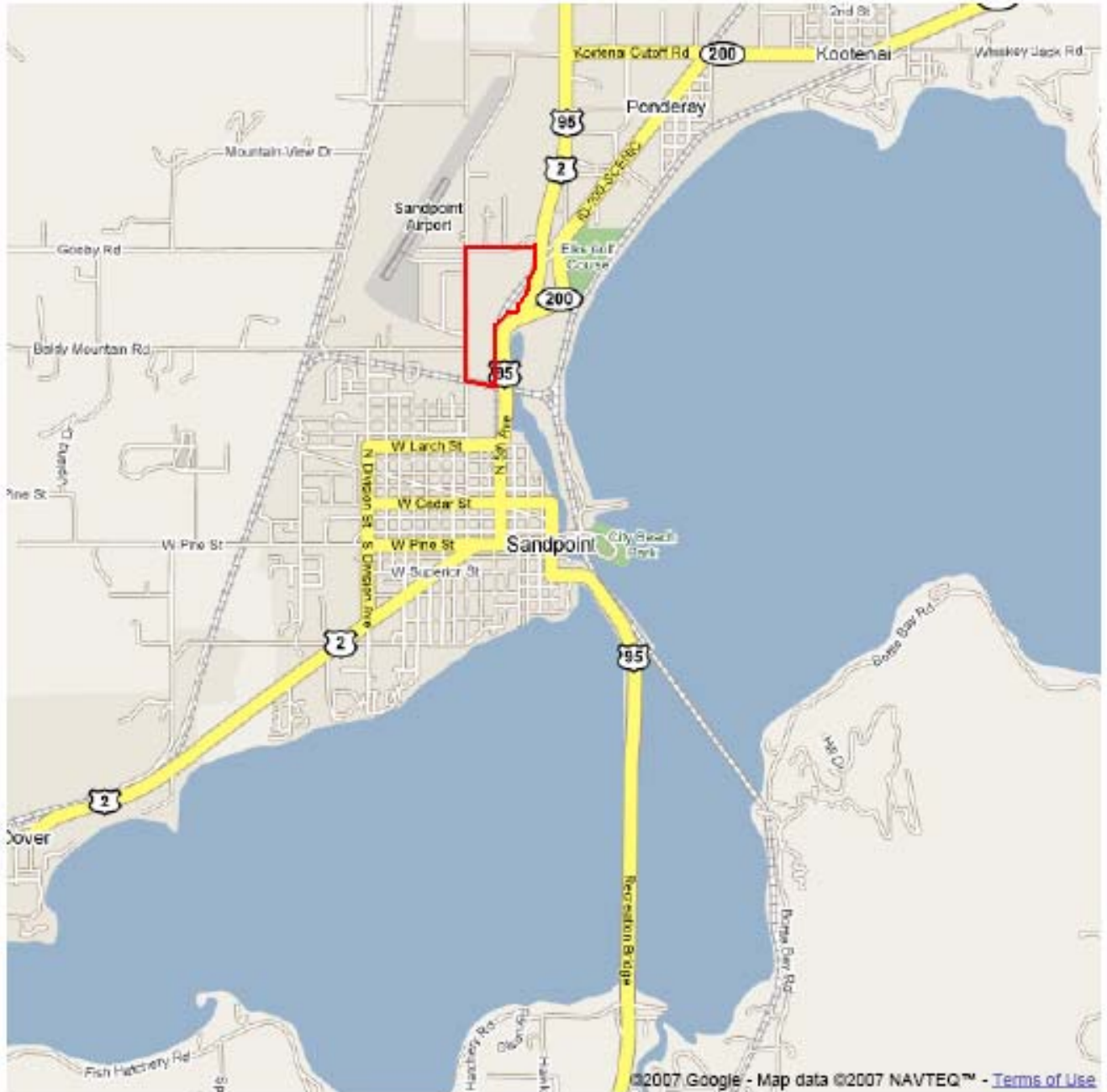
**BOARD ACTION**

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

**Attachment 1**

North

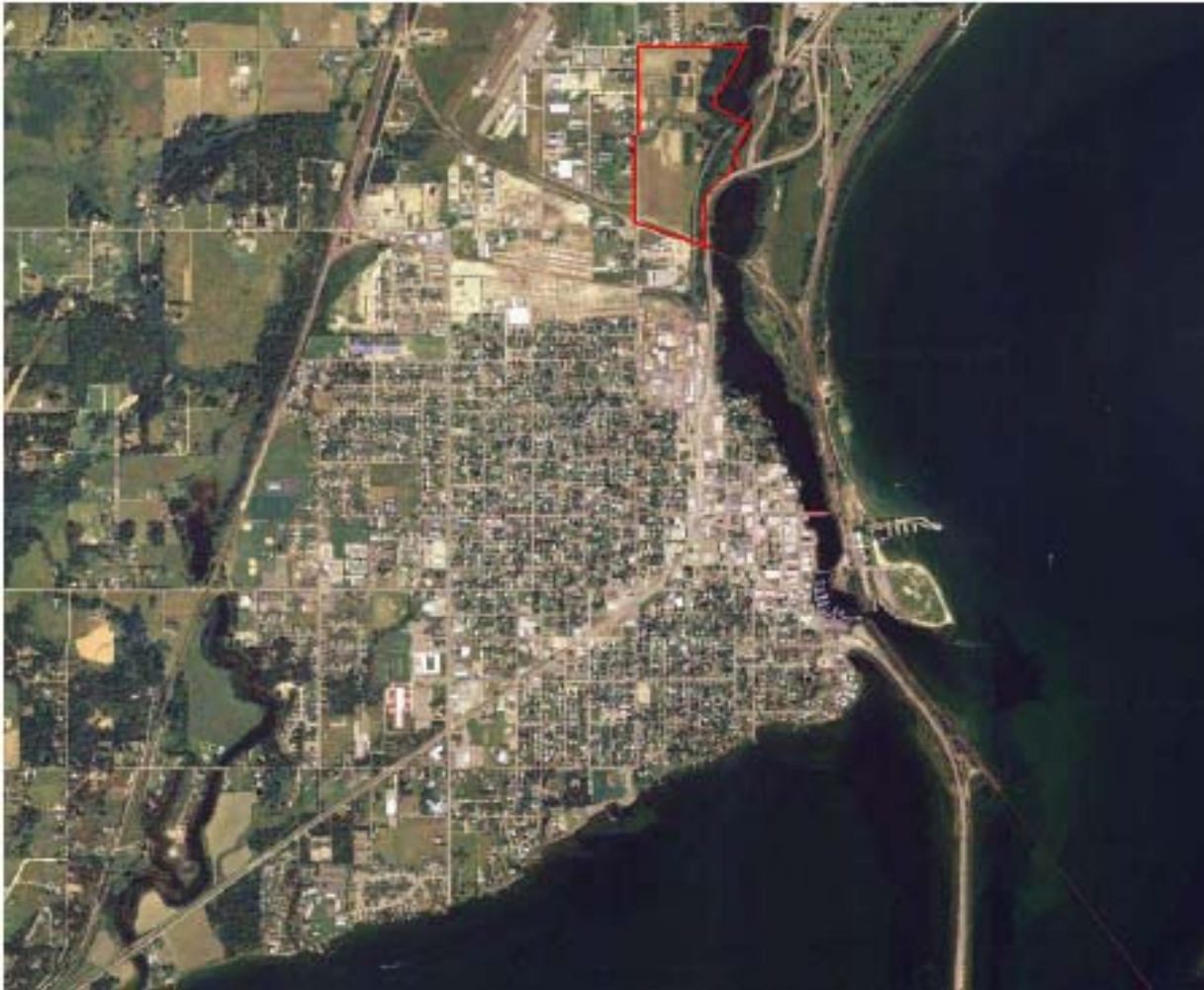




**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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North



**Table 1. Sandpoint Center Business Plan Projection**

Sources of Revenue:	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17
Current Funding at Center <sup>1</sup> (See Table 2, lines 12-20 for detail.)			443,967	457,286	471,005	485,135	499,689	514,679	530,120	546,023
Research Grants <sup>2</sup> (See Table 2, lines 21-26 for detail.)										
Program support			200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Overhead			36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
Sale Proceeds from Land sale to Wild Rose <sup>3</sup>										
Endowment from sale proceeds		258,750	265,219	271,849	278,645	285,612	292,752	300,071	307,572	315,262
Sale proceeds reserve	500,000									
Educational Fees <sup>4</sup> (See Table 3 for detail.)										
Outreach-Center Operations			179,100	184,473	190,007	195,707	201,579	207,626	213,855	220,270
College			1,044,191	1,075,517	1,107,782	1,141,015	1,175,246	1,210,503	1,246,818	1,284,223
Facilities/computing/activity			105,055	108,207	111,453	114,797	118,241	121,788	125,441	129,205
Wild Rose/Community Core faculty support			500,000	500,000	500,000	500,000	500,000	0	0	0
University funding (EWA, new or reallocated positions)		150,000	200,000	206,000	212,180	218,545	225,102	531,855	547,810	564,245
Occupancy Costs <sup>5</sup>			425,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000
Reserve		500,000	558,750	506,359	731,990	934,950	1,114,526	1,269,982	1,200,558	1,114,469
<b>Total</b>	<b>500,000</b>	<b>908,750</b>	<b>3,957,282</b>	<b>3,970,690</b>	<b>4,264,062</b>	<b>4,536,762</b>	<b>4,788,134</b>	<b>4,817,504</b>	<b>4,833,175</b>	<b>4,834,698</b>
<b>Uses:</b>										
Administration (See Table 2, lines 1-8 for detail.)			379,496	390,881	402,607	414,686	427,126	439,940	453,138	466,732
Academic Programs										
Faculty, staff, and operating (See Table 2 for detail.)			2,034,427	2,095,460	2,158,324	2,223,073	2,289,766	2,358,458	2,429,212	2,502,089
Infrastructure Costs										
Operations and Maintenance <sup>6</sup>			500,000	515,000	530,450	546,364	562,754	579,637	597,026	614,937
Technology (Phone and data) <sup>7</sup>			12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758
Capital Renewal <sup>8</sup>			225,000	225,000	225,000	225,000	225,000	225,000	225,000	225,000
Building Furniture, Fixtures and Equipment <sup>9</sup>			0							
Initial Infrastructure Costs at new R & E Center <sup>10</sup>		350,000								
Specialized Equipment <sup>11</sup>			300,000							
<b>Total</b>	<b>0</b>	<b>350,000</b>	<b>3,450,923</b>	<b>3,238,701</b>	<b>3,329,112</b>	<b>3,422,235</b>	<b>3,518,152</b>	<b>3,616,947</b>	<b>3,718,705</b>	<b>3,823,516</b>
<b>Net Revenue</b>	<b>500,000</b>	<b>558,750</b>	<b>506,359</b>	<b>731,990</b>	<b>934,950</b>	<b>1,114,526</b>	<b>1,269,982</b>	<b>1,200,558</b>	<b>1,114,469</b>	<b>1,011,181</b>
<b>Summary of Assets</b>										
Initial Commitment Wild Rose for Center Buildings <sup>12</sup>			17,500,000	17,500,000	17,500,000	17,500,000	17,500,000	17,500,000	17,500,000	17,500,000
Value of land for new R & E Center <sup>13</sup>			1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Accumulated Capital Renewal Fund			225,000	450,000	675,000	900,000	1,125,000	1,350,000	1,575,000	1,800,000
Accumulated Net Revenue - Operating reserve	500,000	558,750	506,359	731,990	934,950	1,114,526	1,269,982	1,200,558	1,114,469	1,011,181
<b>Summary of assets at year end</b>	<b>500,000</b>	<b>558,750</b>	<b>19,231,359</b>	<b>19,681,990</b>	<b>20,109,950</b>	<b>20,514,526</b>	<b>20,894,982</b>	<b>21,050,558</b>	<b>21,189,469</b>	<b>21,311,181</b>

<sup>1</sup>Based on FY07 funding for faculty, staff and operating expenses at CALS R&E Center and Bonner County Extension. Estimated annual increase included at 3% per year based in subsequent years.

<sup>2</sup>Based on 18% of overhead of \$200,000 annually in grants and contracts.

<sup>3</sup>\$6.25 million will be received for the sale of the current UI land. \$500,000 will be placed in a cash reserve and the remaining \$5.75 mill will be placed in an endowment with the UI Foundation.

Annual payout to the UI will be a minimum of 4.5% and any return above that will be reinvested in the endowment.

Estimated returns shown are based on an expected return on investment of 7.5%.

<sup>4</sup>Based on estimated enrollments for proposed programs and calculated revenue based on current off-campus fee rates (See Table 3).

To account for full-time reduced rates and other discounts, estimated revenue has been reduced by 10%. Expected annual increase included at 3% per year.

<sup>5</sup>Calculated occupancy costs based on UI gross sq. ft. in FY10 of 50,000 and \$15 mill value. Funding must be approved by SBOE and legislature.

<sup>6</sup>Based on estimated occupancy costs rate plus off campus costs estimates of 50,000 sq. ft. and \$15 mill value. Annual increase included at 3% per annum.

<sup>7</sup>One-time costs of \$800 per port plus \$120/mo/port for annual operating costs (100-400 ports). Annual increase included at 3% per annum.

<sup>8</sup>Calculated at 1.5% of estimated construction costs of \$15 million. Funds are for major system repair and replacement as well as minor capital replacement furnishings needed on an annual basis.

<sup>9</sup>Turnkey facilities will be provided by Wild Rose including FF&E in all areas. (Units may be responsible for furniture in some areas.)

<sup>10</sup>New land for center will require the demolition and or upgrade of existing facilities and addition of roads, water and sewage systems and other infrastructure needs.

\$150,000 to be used for addition of a storage/warehouse facility.

<sup>11</sup>Includes technology for classrooms.

<sup>12</sup>Value of initial capital improvements to be completed and transferred to the university. Does not include value of the new center land to be transferred.

<sup>13</sup>Value of this land based on estimates from donor. Per the MOU, an appraisal will be completed on the land before transfer.

**Table 2. Projected FY10 Annual Program Costs and Revenue at Sandpoint Center**

Line #	Program	FY Initiated	Projected FY10 Costs	Projected FY10 Revenue Sources						
				University	Fees	Wild Rose	Grants	County	Total	
1	Administration									
2	<b>Center administration (AVP&amp; UI Northern Idaho administrative staff in CDA will provide major oversight for these programs)</b>									
3	Support: Local site operations director	FY10	60,000		60,000					60,000
4	Local facilities maintenance foreman	FY10	43,500		43,500					43,500
5	Local registration coordinator	FY10	43,500		43,500					43,500
6	Local IT support associate	FY10	50,000		50,000					50,000
7	Local library/information professional/ and other support services	FY10	132,496		132,496					132,496
8	Operating: OE, CO	FY10	50,000		50,000					50,000
9	<b>Totals</b>		<b>379,496</b>		<b>379,496</b>	<b>0</b>			<b>0</b>	<b>379,496</b>
10										
11	College of Agricultural and Life Sciences									
12	<b>Horticultural Research and Extension Program (Currently funded through ARES Funding)</b>									
13	Faculty: 1 FTE Horticulture professor (Director of R&E Center)	FY08	100,562	100,562						100,562
14	Support: 1 FTE Farm Manager and 1 FTE Administrative Assistant	FY08	86,847	86,847						86,847
15	Operating: OE, CO	FY08	43,000	43,000						43,000
16	<b>Bonner County Extension (Currently funded through ARES and Bonner County Funding)</b>									
17	Faculty: 1 FTE Community Development Extension Educator	FY08	53,179	51,679				1,500		53,179
18	1 FTE Horticulture/Master Gardener Extension Educator	FY08	42,814	42,814						42,814
19	Support: 1 FTE 4-H program assistant; 1 FTE Admin. Asst.; 1 FTE Receptionist	FY08	82,565						82,565	82,565
20	Operating: OE, CO	FY08	35,000						35,000	35,000
21	<b>Research and extension in food processing (New)</b>									
22	Faculty: 1 FTE food science professor (research, extension and teaching)	FY10	93,331	23,331		20,000	50,000			93,331
23	Operating and technical support: OE, CO, personnel	FY10	50,000				50,000			50,000
24	<b>Research and Extension in molecular genetics of small fruits (New)</b>									
25	Faculty: 1 FTE molecular biology professor	FY10	93,331	23,331		20,000	50,000			93,331
26	Operating and technical support: OE, CO, personnel	FY10	50,000				50,000			50,000
27	<b>Totals</b>		<b>730,629</b>	<b>371,564</b>	<b>0</b>	<b>40,000</b>	<b>200,000</b>	<b>119,065</b>		<b>730,629</b>
28										
29	College of Education									
30	<b>MS in C&amp;I and Conservation Biology-Science Certification</b>									
31	Faculty: 1 FTE Curriculum and Instruction professor	FY10	80,000		40,000	40,000				80,000
32	Contractual Faculty in Natural Resources	FY10	20,000		20,000					20,000
33	Operating: OE, CO	FY10	5,000		5,000					5,000
34	<b>BS in Elementary Education</b>									
35	Faculty: 1 FTE Curriculum and Instruction professor	FY10	80,000		40,000	40,000				80,000
36	Operating: OE, CO	FY10	2,000		2,000					2,000
37	<b>MS in Educational Leadership</b>									
38	Faculty: Faculty from UI CDA and on-line	FY08	40,000		40,000					40,000
39	Operating: OE, CO	FY08								0
40	<b>Totals</b>		<b>227,000</b>	<b>0</b>	<b>147,000</b>	<b>80,000</b>	<b>0</b>	<b>0</b>		<b>227,000</b>
41										

Table 2. Projected FY10 Annual Program Costs and Revenue at Sandpoint Center

Line #	Program	FY Initiated	Projected FY10 Costs	Projected FY10 Revenue Sources					
				University	Fees	Wild Rose	Grants	County	Total
42	College of Letters, Arts and Social Sciences								
43	BS Psychology								
44	Faculty: On-line and Adjunct faculty	FY08	60,000		40,000	20,000			60,000
45	Operating: OE, CO	FY08							0
46	BS Fine Arts (Music Theatre) Completion Program								
47	Faculty: 1 FTE Professor of Music	FY10	80,000		40,000	40,000			80,000
48	1 FTE Professor of Theatre	FY10	80,000		40,000	40,000			80,000
49	Operating: OE, CO	FY10	5,000		5,000				5,000
50	B.A. and B.S. Interdisciplinary Studies								
51	Faculty: 1 FTE professor of chemistry/biology or other area	FY10	80,000		40,000	40,000			80,000
52	Operating: OE, CO	FY10							0
53	Bachelor of General Studies (B.G.S.)								
54	Faculty: Relevant faculty from all colleges	FY08	40,000		40,000				40,000
55	BS Environmental Sciences								
56	Faculty: 1 FTE Professor (Research and Teaching)	FY10	80,000		40,000	40,000			80,000
57	Operating: OE, CO	FY10	2,000		2,000				2,000
58	<b>Totals</b>		<b>427,000</b>	<b>0</b>	<b>247,000</b>	<b>180,000</b>	<b>0</b>	<b>0</b>	<b>427,000</b>
59									
60	College of Business and Economics								
61	Minor in Business (on-line)								
62	Faculty: Contractual	FY08	20,000		20,000				20,000
63									
64	Executive MBA								
65	Faculty: 0.4 FTE Administration	FY08	53,618		53,618				53,618
66	1 FTE Marketing Professor	FY08	134,045		67,023	67,022			134,045
67	1 FTE Finance Professor	FY08	134,045		67,023	67,022			134,045
68	1 FTE Management Professor	FY08	134,045		68,089	65,956			134,045
69	0.6 FTE Operations Professor	FY08	80,427		80,427				80,427
70	Contractual Faculty								
71	0.2 FTE Accounting Professor	FY08	26,809		26,809				26,809
72	0.2 FTE Economics Professor	FY08	26,809		26,809				26,809
73	<b>TOTAL</b>		<b>589,798</b>	<b>0</b>	<b>389,798</b>	<b>200,000</b>			<b>589,798</b>
74	<b>Totals</b>		<b>609,798</b>	<b>0</b>	<b>409,798</b>	<b>200,000</b>		<b>0</b>	<b>609,798</b>
75									
76	Professional Development and Continuing Education								
77	Faculty: Contractual	FY08	40,000		40,000				40,000
78	<b>Totals</b>		<b>40,000</b>	<b>0</b>	<b>40,000</b>	<b>0</b>		<b>0</b>	<b>40,000</b>
79	<b>Overall Totals</b>		<b>2,413,923</b>	<b>371,564</b>	<b>1,223,294</b>	<b>500,000</b>	<b>200,000</b>	<b>119,065</b>	<b>2,413,923</b>

<b>Table 3. Preliminary Projected FY10 Academic Year Student Enrollment and Fee Revenue at Sandpoint Center</b>						
<b>Program</b>	<b>FY10</b>			<b>FY10 Projected Fee Revenue</b>		
	<b>Student #</b>	<b>Credits</b>	<b>SCH</b>	<b>Facilities/ Computing/ Activities</b>	<b>Center</b>	<b>College</b>
<b>College of Agricultural and Life Sciences</b>						
<b>Horticultural Research and Extension Program (Currently funded through ARES Funding)</b>						
Faculty: 1 FTE Horticulture professor (Director of R&E Center)	10	3	30			
<b>Research and extension in food processing</b>						
Faculty: 1 FTE food science professor (research, extension and teaching) (graduate)	15	6	90			
<b>Research and Extension in Molecular Genetics of small fruits</b>						
Faculty: 1 FTE molecular biology professor (research and teaching)	15	6	90			
<b>Totals</b>	<b>40</b>	<b>15</b>	<b>210</b>	<b>4,809</b>	<b>8,400</b>	<b>28,791</b>
<b>College of Education</b>						
<b>M.S. in Curriculum and Instruction and Conservation Biology-Science Certification</b>						
Faculty: 1 FTE Curriculum and Instruction professor	20	15	300			
Contractual Faculty in Natural Resources	20	5	100			
<b>B.S. in Elementary Education</b>						
Faculty: 1 FTE Curriculum and Instruction professor	25	15	375			
<b>M.S. in Educational Leadership</b>						
Faculty: Faculty from UI CDA and on-line	25	12	300			
<b>Totals</b>	<b>90</b>	<b>47</b>	<b>1,075</b>	<b>24,618</b>	<b>43,000</b>	<b>166,282</b>
<b>College of Letters, Arts and Social Sciences</b>						
<b>B.S. Psychology</b>						
Faculty: On-line and Adjunct faculty	40	15	600			
<b>B.S. Fine Arts (Music Theatre) Completion Program</b>						
Faculty: 1 FTE Professor of Music	20	15	300			
1 FTE Professor of Theatre	20	15	300			
<b>B.A. and/or B.S. Interdisciplinary Studies</b>						
Faculty: 1 FTE professor of chemistry/biology or other area	20	15	300			
<b>Bachelor of General Studies (B.G.S.)</b>						
Faculty: Relevant faculty from all colleges	20	15	300			
<b>B.S. Environmental Sciences</b>						
Faculty: 1 FTE Professor (Research and Teaching)	20	15	300			
<b>Totals</b>	<b>140</b>	<b>90</b>	<b>2,100</b>	<b>50,890</b>	<b>84,000</b>	<b>287,910</b>
<b>College of Business and Economics</b>						
<b>Minor in Business (on-line)</b>						
Faculty: Contractual	25	6	150			
<b>Executive MBA</b>						
4.0 FTE faculty	30	48	1,440			
<b>Total</b>	<b>55</b>	<b>54</b>	<b>1,590</b>	<b>36,411</b>	<b>63,600</b>	<b>645,429</b>
<b>Professional Development and Continuing Education</b>						
Faculty: Contractual	100	3	300			
<b>Totals</b>	<b>100</b>	<b>3</b>	<b>300</b>			<b>31,800</b>
<b>Overall Totals</b>	<b>425</b>	<b>209</b>	<b>5,275</b>	<b>116,728</b>	<b>199,000</b>	<b>1,160,212</b>

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is by and between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing pursuant to the Constitution and laws of the State of Idaho, (hereinafter “University”); and The Wild Rose Foundation, Inc., a not-for-profit charitable foundation (hereinafter “Wild Rose”), collectively “the Parties.”

This MOU sets out the Parties’ intentions with regard to the construction of a campus facility and other uses with regard to certain real property located in Sandpoint, Bonner County, Idaho. The Parties specifically acknowledge that this MOU is statement of intent and is not binding on the Parties and that all actions of the University described herein that require approval by the University’s Board of Regents (“Board”), including but not limited to disposal of the University’s real property, entering into a Development Agreement and real property lease, and certain programmatic decisions, will require subsequent presentation to and approval by the Board notwithstanding the Board’s acknowledgement of this MOU.

1. Subject to completion of the necessary transactional documents, including, but not limited to a Development Agreement and future real property agreements, covenants, and reversions, University shall transfer to Wild Rose that certain parcel of property located in Sandpoint, Bonner County, Idaho, comprised of approximately 77 acres, described in Exhibit “A” attached hereto, for a purchase price of the fair market appraised value of \$6.25 million. If this transaction occurs more than

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one year after the date of execution of this MOU, then the property shall be reappraised and the purchase price shall be the then current appraised value.

2. Contemporaneously or within 60 days of said transfer, Wild Rose shall cause to be transferred to University a parcel approximately 15 acres in size, located on a southerly portion of an 80-acre parcel owned by a related party to Wild Rose, on North Boyer Avenue, near Sandpoint, Bonner County, Idaho. The value of such parcel shall be established by a subsequent appraisal of fair market value to be conducted by Wild Rose. A map of the 80-acre parcel, with no delineations yet of the parcel to be transferred to University is attached hereto as Exhibit "B." This parcel shall be transferred to University as a gift without any consideration paid for such gift.

3. The parcel described in Exhibit A, hereinafter described as the "Campus Parcel," upon its transfer, shall be impressed with a covenant restricting the use of said Campus Parcel for public educational, research, and supporting purposes only, and such restriction shall remain in force through December, 31, 2056. The parcel gifted to University by Wild Rose, described in Exhibit B, hereinafter described as the "Research Parcel," shall likewise contain a covenant restricting the use of said parcel for public educational, research, and supporting purposes only, and said covenant shall remain in force through December 31, 2056. Such restrictions shall not limit the extent or operation of the Research Parcel for experimental agricultural or other research uses as approved by University, nor shall such restrictions obligate University to continue or maintain programs on the Research Parcel.

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4. The Campus Parcel as depicted in Exhibit "C" is divided by a natural swale/slough that runs in an easterly-westerly direction. On the Campus Parcel north of said natural swale/slough division, hereinafter referred to as the "College Parcel," Wild Rose agrees to provide all capital improvements in accordance with the general description provided below in paragraph 5. As used herein, capital improvements shall include the campus facilities, including all interior roads, buildings, structures, and other related improvements and infrastructure. More precise specifications shall be detailed and described in the Development Agreement to be entered into by the Parties. The Development Agreement shall be executed prior to conveyance of real property. Wild Rose's commitment for funding and constructing such capital improvements shall be no less than Twenty Million Dollars (\$20,000,000), which may include up to Two Million, Five Hundred Thousand Dollars (\$2,500,000) dedicated for improvements for programs coordinated with other institutions on adjacent and/or nearby property acquired by Wild Rose or related parties. With the exception of said \$2,500,000 commitment, these capital improvements shall be for the exclusive use of University so that University, and such other educational institutions, particularly including North Idaho College, as well as other institutions of higher learning, may provide curriculum and programs as established or coordinated by University. Under no circumstances shall this MOU be construed to obligate the University to provide any funding for capital improvements in the event the sum provided by Wild Rose is inadequate to complete all of the capital improvements specified and agreed to in the Development Agreement.

5. Wild Rose will design and build capital improvements to enhance educational offerings, as well as allow for future growth potential. Initial education



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programs to be accommodated at the site will be in general education, general studies, teacher education, business, horticulture and plant sciences, environmental sciences, psychology, natural resources and fine arts. Capital improvements also will be provided to accommodate Bonner County Extension programs in horticulture and community and youth development as well as research and extension programs in horticulture, natural resources, food science and molecular biology, including greenhouses and plot space needed to accommodate these programs. With the completion of the capital improvements to the point where they have developed adequate campus facilities, University will expand on the current research, extension and teaching programs that it provides in Bonner County by adding new faculty and programs to the campus facility. University will collaborate with key representatives from Bonner and Boundary Counties, Lake Pend Oreille School District, North Idaho College, and other appropriate colleges and universities to develop a comprehensive educational master plan to identify specific educational programs and degrees that will be offered at the campus facilities for the next five years.

6. The College Parcel and campus facilities, including land, buildings, and all other related improvements, ("Educational Property"), subject to the provisions set out below, shall be owned and operated by Wild Rose until such time as they are transferred to University under appropriate covenants for the continued operation of said educational property, consistent with this MOU. It is specifically understood that such conveyances may be in phases as such capital improvements are completed and ready for use.

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7. The Parties will work together to create an advisory board for the overall program to be offered at the campus facilities. Such board shall have a membership representative of University, the community, and Wild Rose, including local public officials. Wild Rose, at its sole cost and discretion, may appoint an executive director responsible for identifying and advocating for the delivery of community higher education needs, and reporting such needs to said advisory board and through said board to University and community. The executive director and board will assist in identifying the higher educational needs and opportunities in the community, and facilitate communication and implementation strategies among the various parties to advance the programs on the College Parcel. Any tasks undertaken by an executive director or board would be subject to and would not supersede the responsibility and authority of the educational institutions or Wild Rose.

8. To the extent any portion of the Educational Property is completed and ready for occupancy by University under this MOU and related agreements, including a development agreement, Wild Rose shall gift and grant said property to University; provided, however, that for the period of no less than through December 31, 2028, or twenty (20) years from the date of such transfer of any portion of the Educational Property or any phase thereof, such property shall be subject to covenants that provide for the reasonable restriction of the use of such property by University and other institutions of higher learning for the educational purposes contemplated hereunder. Provided that University has continually delivered educational services at the Education Property through December 31, 2028, or twenty (20) years from any subsequent transfers of other phases, then such property shall revert to the ownership of University,

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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without restriction. Said covenants and restrictions for transfers under this paragraph shall provide, otherwise, that should University be unable or unwilling to deliver educational services at the Educational Property during the period of the covenants, then and in that event, said property shall revert to Wild Rose, but shall continue to be subject to the covenants set out in paragraph 3, above.

9. Except for \$500,000 of the sale proceeds, all funds paid to University for the purchase of the Campus Parcel pursuant to paragraph 1 hereof, shall be invested by University in an endowment in the University of Idaho Foundation, with the return from said investment committed exclusively to the operations and staffing of University on the College Parcel. The \$500,000 withheld from the endowment shall be available for operations and staffing of University on the College Parcel during the first five years of operations.

10. With regard to the professional staff to be employed at University located on and within the Educational Property, and in addition to any existing staffing now present for University operations located in Bonner County, the Parties agree as follows:

10.1 Core Faculty Staffing. The University commits to maintaining a core staffing level of UI professors fully dedicated to the delivery of higher education programs and as identified as being essential to the delivery of the master programming plan identified in Section 5 above. Wild Rose and/or members of the local business community shall contribute up to \$500,000 per year to match the amount of funding allocated by University for program delivery. The

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matching funds shall be provided for a period of at least five (5) years. Wild Rose shall seek to have all or a substantial portion of its contribution come from the local business community. All funding from the business community shall be donated to the University of Idaho Foundation, for the purpose described herein. The Parties understand that to the extent University's obligations and liabilities are subject to annual funding from the appropriation of funds from the state of Idaho, such appropriation shall be in the state of Idaho's sole discretion, from revenues legally available to University for the ensuing fiscal year(s) for the purposes of this Project and that appropriated funds cannot be committed outside of the fiscal year for which they are appropriated.

10.2 Program Faculty Staffing. Additional staffing to support other programs not covered by the core faculty would be funded by University and any other educational institution present at their discretion, based on the Needs Assessment Survey, course enrollments, and their own resource availability. The three College of Agricultural and Life Sciences extension faculty positions currently located at the Sandpoint Research and Extension Center and the Bonner County Extension Office would be considered to be Program Faculty Staffing, , not Core Faculty Staffing.

10.3 Support Staffing. Support staffing will be determined, based on programs and needs. University acknowledges that the income from the endowment from the sale of the campus property will be available to cover a portion of the anticipated operational and support costs for its deliverables,

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including staffing. Shared support staffing with other educational institutions would be cost expensed pro rata to such institutions for their share of the use of said support staffing.

11. With regard to the property south of the swale/slough on the Campus Parcel, said property, hereinafter referred to as the "High School Parcel," shall be offered by Wild Rose to Lake Pend Oreille School District (hereinafter "School District") for the purposes of construction of a high school campus. Said property shall be offered upon the condition that School District has satisfactorily obtained the financial backing to construct such a campus through an appropriate levy, bond election, or other appropriate means. Said transfer to School District shall further be contingent upon School District making agreements, as appropriate, with the owner of the land, University, and other entities as necessary, to maximize utilization of the entire Campus Parcel for public educational purposes.

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12. In the event School District is unwilling or unable to construct a high school campus facility on the High School Parcel within twenty (20) years, then and in that event, ownership of the High School Parcel shall revert to University, subject to the covenant that the property shall not be utilized for purposes other than public educational, research, and supporting purposes. This restriction shall be terminated on December 31, 2057. In the event of reversion after twenty (20) years, University shall not be obligated to introduce any new uses on the former High School Parcel or continue or maintain programs, and University may maintain the property as vacant but subject to the use restrictions of this Section.

Dated \_\_\_\_\_

University of Idaho

By \_\_\_\_\_  
Its \_\_\_\_\_

Dated \_\_\_\_\_

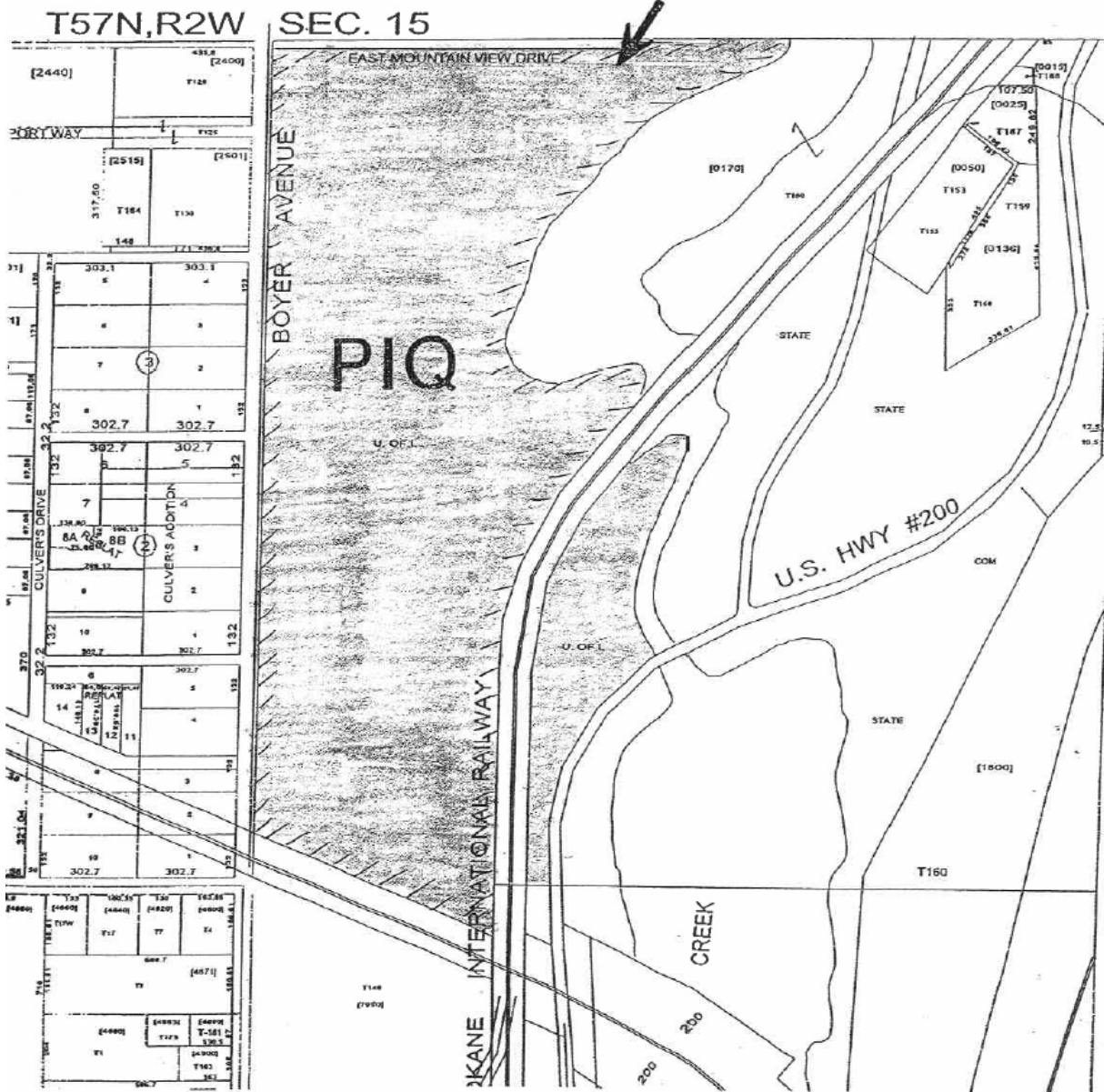
The Wild Rose Foundation, Inc.

By \_\_\_\_\_  
Its \_\_\_\_\_



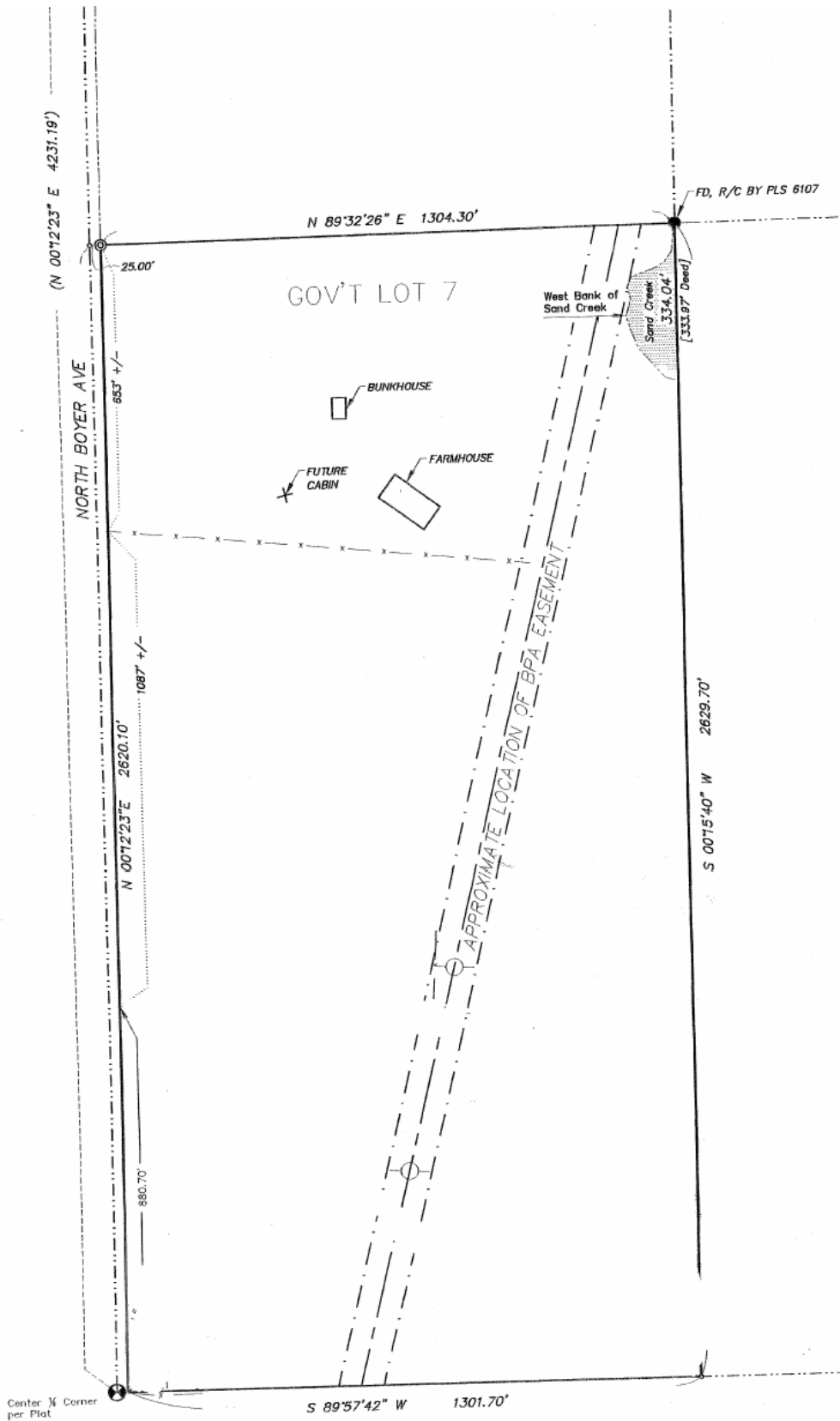
Exhibit A  
University/Wild Rose MOU

"This plat is made solely for the purpose of assisting in locating the land and the Company assumes no liability for variations, if any, with an actual survey."



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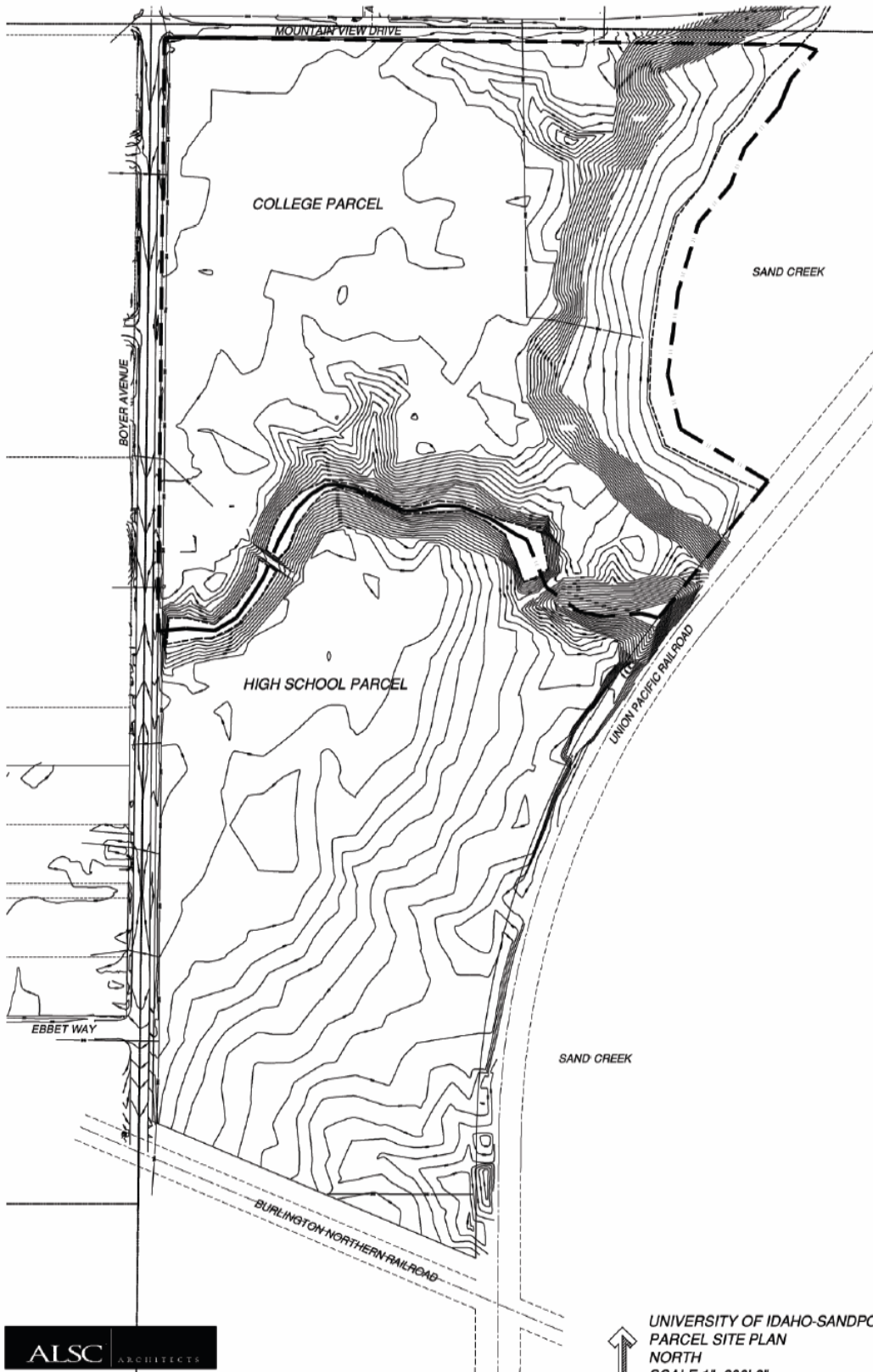
Exhibit B





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Exhibit C



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

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: III. POSTSECONDARY AFFAIRS**

Subsection: G. Instructional Program Approval and Discontinuance

April 2005

**G. Instructional Program Approval and Discontinuance**

1. Authority and Scope

Instructional programs at the University of Idaho, Idaho State University, Boise State University, and Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College and the College of Southern Idaho are subject to the policies and procedures provided in this subsection pursuant to Idaho Code §33-107. This policy does not apply to instructional programs that are discontinued as a result of financial exigency as defined and discussed in Section II.N. of these policies.

The Board affirms that a major percentage of instructional program planning, assessment, and review rests with the institutions, both in theory and in practice. However, the Board has final authority and responsibility for how a program and the curriculum relate to other institutions, the system as a whole, and the needs of the consumers. The Board also anticipates that all postsecondary program approvals will include identifiable learning outcomes and competence measurements for graduates of their programs.

The Council on Academic Affairs and Programs (CAAP) is authorized to make recommendations on instructional program issues. The CAAP serves as the working unit of the Instruction, Research and Student Affairs (IRSA) committee at their direction and pleasure. Changes, duties, and responsibilities are at the discretion of IRSA and the Board.

2. Classifications and Definitions

a. Instructional Programs

(1) Academic Program

- (a) An academic program is a systematic, usually sequential, grouping of courses (i.e., curricula) that provides the student with the knowledge and competencies required for an academic certificate, or an associate, baccalaureate, master's, specialist, or doctoral degree (See definitions in Section III E.1.). There are several distinct degree and certificate programs depending upon time and orientation of the curriculum. A course or series of courses leading to an Academic Certificate of

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Completion is not considered an academic program for approval purposes.

(b) Academic Program Components

i. Major

A principal field of academic specialization that usually accounts for 25 to 50 percent of the total degree requirements; the concentration of coursework in a subject-matter major serves to distinguish one program from others leading to the same or a similar degree.

ii. Minor

A body of coursework that pertains to a secondary area of academic or specialization. The coursework usually amounts to between 15 to 25 percent of the total degree requirements.

iii. Emphasis

One of two or more alternatives within the same major but usually affecting only 20 to 40 percent of the requirements in the major.

iv. Option

One of two or more alternatives within the same major; the differences between the options usually amount to 50 percent or more of the requirements in the major.

(2) Professional-Technical Programs

(a) A professional-technical program is a systematic, usually sequential, grouping of courses (i.e., curricula) that provides the student with the knowledge and competencies required for a postsecondary technical certificate, a technical certificate, an advanced technical certificate, or an associate of applied science degree (See definitions in Section III E.1.). There are several distinct degree and certificate programs depending upon time and orientation of the curriculum. A course or series of courses leading to a technical certificate of completion is not considered a program for approval purposes.

(b) Option - provides alternative instructional paths to fields of specialized employment, consists of more than one specialized course, and may have a separate advisory committee. Justification is based on availability of employment requiring the optional specialized training.

b. Instructional Units

Instructional Units include: Departments, Institutes, Offices, Centers, Divisions, Schools, Colleges, Campuses, Branch Campuses, and Research Units.

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3. Program Planning

The Board affirms that instructional program approval is a collaborative process, which includes the Board, its staff, the institutions, the faculty, external advisory groups, regional and specialized accreditation bodies, and other interested parties. Consistent with the Board's philosophy of institutional autonomy in matters of internal management, each institution assumes primary responsibility for the creation of new programs, and for the internal review of existing programs, which may lead to changes or discontinuance. However, the Board provides the following general expectations related to program planning:

- a. With respect to academic programs, strategic planning permits the institutions to focus upon strengths distinctive from other institutions, and in accordance with its approved mission statement. The result is an opportunity for access to a broad spectrum of high quality programs.
- b. For professional-technical programs, strategic planning permits each institution to fulfill its role in serving the needs of its assigned service region. Input from local business and industry is expected.
- c. All existing instructional programs are reviewed systematically by the institution. The findings from these reviews permit the institutions to build program quality, respond to the needs of their constituents, and deliver cost effective and performance based programs to the citizens of Idaho.
- d. The standards for the program approval process are rigorously applied according to the Board's priorities for quality, unnecessary duplication, centrality to institutional role and mission, demand, and resource sharing.
- e. Institutional efforts are directed toward meeting those needs that are a high priority to the state.
- f. Expansion or reduction of programs and services is implemented consistent with institutional program priorities and statewide needs.
- g. Input from consumers, appropriate agencies and professional boards, (e.g., dentistry, medicine, nursing, pharmacy, etc.), and the Professional Standards Commission is expected when developing or modifying new programs.

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;

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(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; and
- (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 changes, credits, descriptions of individual courses, or other routine catalog changes do not require notification or approval. Institutions must provide prior notification of a name or title change for programs, degrees, departments, divisions, colleges, or centers via a letter to the Office of the State Board of Education.

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.

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- (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 next CAAP meeting for initial review prior to being forwarded to the Board for approval.
- (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 the discretion of the Chief Academic Officer, the request may be forwarded 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 Chief Academic Officer's or CAAP's 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.

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(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.

6. Official Program Listing

The Office of the State Board of Education will maintain the Official Program and Degree Listing of Board approved academic and professional-technical programs offered at the public institutions. Changes or modifications to the Official Program and Degree Listing require prior OSBE approval. The official program and degree listing will use the U.S. Department of Education's most current classification of instruction program (cip) codes as a tracking and approval mechanism.

7. Criteria for Review of New Instructional Programs

The following criteria are used for the statewide review of requests for new academic and professional-technical programs. The CAAP is responsible for maintaining the criteria to reflect the current priorities of the IRSA committee and the Board for instructional program quality, unnecessary duplication, centrality to role and mission, and resource sharing as a method for improving quality, access, cost efficiency, and outcome measures.

- a. Quality – the full proposal must include documentation that the new instructional program will be of high quality. To ensure quality programs, the institution should address the following: curriculum, faculty, students, infrastructure support, funding resources, outcome and performance measures, business and industry support and partnerships, State Licensing Board acknowledgment, and other agency support where appropriate. Accreditation reviews, self-study reports, and external peer-review evaluations, etc. are encouraged as part of the documentation of quality.
- b. Duplication – the institution submitting the full proposal must document that the new instructional program avoids duplicating an existing program or presents evidence that duplication is warranted.
- c. Centrality – the institution must clearly document and ensure that the new instructional program is consistent with its Board approved role and mission statement.
- d. Demand – the institution seeking a new instructional program will address student, regional, and statewide needs. In addition to access and demand, (i.e., the anticipated number of students seeking admission to the proposed program), it is important to recognize the needs of other consumers such as business, industry, and governmental agencies. Further, communication and cooperation with the appropriate standard of practice agency (e.g., licensing board), as it

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relates to student graduate placements and needs of the respective professions, is expected.

- e. Resources – documentation concerning cost efficiency of the new instructional program is also required before the Board can take action on the full proposal. The institution must assure the Board of effective use of resources in promoting the new program. In addition, the impact that the new program will have on existing programs at the institution, faculty, facilities, library, etc. must be addressed. The budget for the proposed program clearly tracks the source and amount of funds (e.g., new funds, reallocation, resource sharing with business, industry, other institutions, contract agencies, federal government, etc.).

**8. Instructional Program Discontinuance Policy**

If in conflict, any policies of the Board of Trustees of North Idaho College, or the Board of Trustees of the College of Southern Idaho related to program discontinuance shall supersede the policies set forth herein.

- a. Discontinuance of professional-technical programs requires Board approval.
- b. Discontinuance of academic programs, majors, minors, options, emphases or instructional units with a financial impact of \$250,000 or more per year requires Board approval.
- c. Discontinuance of academic programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000 requires Executive Director approval. The Executive Director may refer any of the requests to the Board or a subcommittee of the Board for review and action. All discontinuances approved by the Executive Director shall be reported quarterly to the Board.

**9. Instructional Program Discontinuance Criteria and Procedures**

If in conflict, any criteria or procedures of the Board of Trustees of North Idaho College, or the Board of Trustees of the College of Southern Idaho related to program discontinuance shall supersede the policies set forth herein.

**a. Criteria for Discontinuance of Academic Programs, Units or Components**

The primary consideration in instructional program discontinuance will be whether the instructional program is an effective use of the institution's resources, and specific criteria supporting instructional program discontinuance will include, but will not be limited to:



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- (1) Quality – the institutions should address the following: curriculum, faculty, students, infrastructure, support, funding resources, outcome/performance measures, business industry support/partnerships, State Licensing Board acknowledgement, and other agency support where appropriate. Accreditation reviews, self-study reports, external peer review evaluations, etc. should also be considered when determining quality.
- (2) Duplication – the institution should consider whether the program duplicates an existing program or whether there is evidence that duplication is unwarranted.
- (3) Centrality – the institution should consider whether the program is inconsistent with the Board’s approved role and mission for the institution.
- (4) Demand – the institution should consider whether the program addresses student, regional, and statewide needs. In making this consideration, the institution should look at access to the program, the needs of other consumers such as business, industry, and governmental agencies, communication and cooperation with the appropriate standard practice of agency (e.g. licensing board).
- (5) Resources – the institution should consider whether the program is cost efficient and whether the program is an effective use of resources. In making this determination, the institution should consider the impact of the program on other programs, faculty, facilities, library, etc.

b. Procedures for Academic Program Discontinuance - Students and Employees

(1) Students

Institutions shall develop policies, in accordance with the Northwest Association of Schools and Colleges Accreditation Handbook, requiring that arrangements be made for enrolled students to complete affected programs in a timely manner and with minimum interruptions.

(2) Employees

This policy does not apply to instructional programs that are discontinued as a result of financial exigency as defined and discussed in Section II.N. of these policies. Any faculty or staff members whose employment the institution seeks to terminate due to the discontinuance of a program based upon Section III.G. shall be entitled to the following procedures:

- (a) Non-classified contract employees, including non-tenured faculty, may be dismissed or have their contracts terminated or non-renewed in accordance with Board and institutional policies.

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- (b) State of Idaho classified employees shall be subject to layoff as provided in the rules of the Division of Human Resources. Classified employees of the University of Idaho shall be subject to layoff as provided in the policies of the University of Idaho.
  - (c) Tenured faculty will be notified in writing that the institution intends to dismiss them as a result of program discontinuance. This notice shall be given at least twelve (12) months prior to the effective date of termination.
  - (d) An employee who receives a notice of termination as a result of program discontinuance is entitled to use the internal grievance procedures of the institution. The sole basis to contest a dismissal following a program closure is in compliance with these policies.
- c. Criteria for Discontinuance of Professional-Technical Programs or Components
- a. Complete criteria and procedures related to postsecondary professional-technical program discontinuance can be found in IDAPA 55.01.02.

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

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. FINANCIAL AFFAIRS**

**Subsection: E. Gifts and Affiliated Foundations**

**July 2008**

**E. Gifts and Affiliated Foundations**

1. Purpose of the Policy.

a. The Board recognizes the importance of voluntary private support and encourages grants and contributions for the benefit of the institutions, school, and agencies under its governance. Private support for public education is an accepted and firmly established practice throughout the United States. Tax-exempt foundations are one means of providing this valuable support to help the institutions, school, and agencies under the Board's governance raise money through private contributions. Foundations are separate, legal entities, tax-exempt under Section 501(c) of the United States Internal Revenue Code of 1986, as amended, associated with the institutions, school, and agencies under the Board's governance. Foundations are established for the purpose of raising, receiving, holding, and/or using funds from the private sector for charitable, scientific, cultural, educational, athletic, or related endeavors that support, enrich, and improve the institutions, school, or agencies. The Board wishes to encourage a broad base of support from many sources, particularly increased levels of voluntary support. To achieve this goal, the Board will cooperate in every way possible with the work and mission of recognized affiliated foundations.

b. The Board recognizes that foundations:

(1) Provide an opportunity for private individuals and organizations to contribute to the institutions, school, and agencies under the Board's governance with the assurance that the benefits of their gifts supplement, not supplant, state appropriations to the institutions, school, and agencies;

(2) Provide assurance to donors that their contributions will be received, distributed, and utilized as requested for specified purposes, to the extent legally permissible, and that donor records will be kept confidential to the extent requested by the donor and as allowed by law;

(3) Provide an instrument through which alumni and community leaders can help strengthen the institutions, school, and agencies through participation in the solicitation, management, and distribution of private gifts; and

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(4) Aid and assist the Board in attaining its approved educational, research, public service, student loan and financial assistance, alumni relations, and financial development program objectives.

c. The Board, aware of the value of tax-exempt foundations to the well being of the institutions, school, and agencies under the Board's governance, adopts this policy with the following objectives:

(1) To preserve and encourage the operation of recognized foundations associated with the institutions, school, and agencies under the Board's governance; and

(2) To ensure that the institutions, school, and agencies under the Board's governance work with their respective affiliated foundations to make certain that business is conducted responsibly and according to applicable laws, rules, regulations, and policies, and that such foundations fulfill their obligations to contributors, to those who benefit from their programs, and to the general public.

2. Institutional Foundations.

The foregoing provisions are designed to promote and strengthen the operations of foundations that have been, and may be, established for the benefit of the public colleges and universities in Idaho. The intent of this policy is to describe general principles that will govern institutional relationships with their affiliated foundations. It is intended that a more detailed and specific description of the particular relationship between an institution and its affiliated foundation will be developed and committed to a written operating agreement, which must be approved by the Board. Technology transfer organizations, including the Idaho Research Foundation, are not subject to this policy.

a. Board Recognition of Affiliated Foundations.

(1) The Board may recognize an entity as an affiliated foundation if it meets and maintains the requirements of this policy. The chief executive officer of each institution must ensure that any affiliated foundation recognized by the Board ascribes to these policies. The Board acknowledges that it cannot and should not have direct control over affiliated foundations. These foundations must be governed separately to protect their private, independent status. However, because the Board is responsible for ensuring the integrity and reputation of the institutions and their campuses and programs, the Board must be assured that any affiliated foundation adheres to sound business practices and ethical standards appropriate to such organizations in order to assure the public that the foundation is conducting its mission with honesty and integrity.

(2) Upon the effective date of this policy, the institution chief executive officer shall provide a list of current affiliated foundations and an implementation plan to

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bring each foundation before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or university in Idaho, for one or more of the purposes previously described in this policy. Each foundation shall be brought into substantial conformance with these policies and, upon so doing, the institution shall provide prompt notice to the Board in order that the Board may recognize the affiliated foundation. Upon recognition by the Board, the organization of the nonprofit corporation or foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. Likewise, any new foundations established subsequent to implementation of this policy must be brought to the Board for formal recognition before such foundation begins operations.

b. General Provisions Applicable to all Affiliated Foundations recognized by the Board.

(1) All private support of an institution not provided directly to such institution shall be through a recognized affiliated foundation. While an institution may accept gifts made directly to the institution or directly to the Board, absent unique circumstances making a direct gift to the institution more appropriate, donors shall be requested to make gifts to affiliated foundations.

(2) Each affiliated foundation shall operate as an Idaho nonprofit corporation that is legally separate from the institution and is recognized as a 501(c)(3) public charity by the Internal Revenue Service. The management and control of a foundation shall rest with its governing board. All correspondence, solicitations, activities, and advertisements concerning a particular foundation shall be clearly discernible as from that foundation, and not the institution.

(3) The institutions and foundations are independent entities and neither will be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or staff.

(4) It is the responsibility of the foundation to support the institution at all times in a cooperative, ethical, and collaborative manner; to engage in activities in support of the institution; and, where appropriate, to assist in securing resources, to administer assets and property in accordance with donor intent, and to manage its assets and resources.

(5) Foundation funds shall be kept separate from institution funds. No institutional funds, assets, or liabilities may be transferred directly or indirectly to a foundation without the prior approval of the Board except as provided herein. Funds may be transferred from an institution to a foundation without prior Board approval when:

(a) A donor inadvertently directs a contribution to an institution that is intended for the foundation. If an affiliated foundation is the intended

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recipient of funds made payable to the Board or to an institution, then such funds may be deposited with or transferred to the affiliated foundation, provided that accompanying documents demonstrate that the foundation is the intended recipient. Otherwise, the funds shall be deposited in an institutional account, and Board approval will be required prior to transfer to an affiliated foundation; or

- (b) The institution has gift funds that were transferred from and originated in an affiliated foundation, and the institution wishes to return a portion of funds to the foundation for reinvestment consistent with the original intent of the gift.

(6) Transactions between an institution and an affiliated foundation shall meet the normal tests for ordinary business transactions, including proper documentation and approvals. Special attention shall be given to avoiding direct or indirect conflicts of interest between the institution and the affiliated foundation and those with whom the foundation does business. Under no circumstances shall an institution employee represent both the institution and foundation in any negotiation, sign for both the institution and foundation in a particular transaction, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the institution and the foundation.

(7) Prior to the start of each fiscal year, an affiliated foundation must provide the institution chief executive officer with the foundation's proposed annual budget, as approved by the foundation's governing board.

(8) Each foundation shall conduct its fiscal operations to conform to the institution's fiscal year. Each foundation shall prepare its annual financial statements in accordance with Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB) principles, as appropriate.

(9) Institution chief executive officers shall be invited to attend all meetings of an affiliated foundation's governing board in an advisory role. On a case by case basis, other institution employees may also serve as advisors to an affiliated foundation's governing board, as described in the written foundation operating agreement approved by the Board.

(10) The foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent possible or reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or other information that would normally be open in the conduct of institution affairs.

(11) A foundation's enabling documents (e.g., articles of incorporation and bylaws) and any amendments are to be provided to the institution. These documents must include a clause requiring that in the event of the dissolution of

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a foundation, its assets and records will be distributed to its affiliated institution, provided the affiliated institution is a qualified charitable organization under relevant state and federal income tax laws. To the extent practicable, the foundation shall provide the institution with an advance copy of any proposed amendments, additions, or deletions to its articles of incorporation or bylaws. The institution shall be responsible for providing all of the foregoing documents to the Board.

(12) Foundations may not engage in activities that conflict with federal or state laws, rules and regulations; the policies of the Board; or the role and mission of the institutions. Foundations shall comply with applicable Internal Revenue Code provisions and regulations and all other applicable policies and guidelines.

(13) Fund-raising campaigns and solicitations of major gifts for the benefit of an institution by its affiliated foundation shall be developed cooperatively between the institution and its affiliated foundation. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by an institution, a foundation will obtain the prior approval of the institution chief executive officer or a designee.

(14) Foundations shall obtain prior approval in writing from the institution chief executive officer or a designee if gifts, grants, or contracts include a financial or contractual obligation binding upon the institution.

(15) Foundations shall make clear to prospective donors that:

(a) The foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the institution; and

(b) Responsibility for the governance of the foundation, including investment of gifts and endowments, resides in the foundation's governing board.

(16) Institutions shall ensure that foundation-controlled resources are not used to acquire or develop real estate or to build facilities for the institution's use without prior Board approval. The institution shall notify the Board, at the earliest possible date, of any proposed purchase of real estate for such purposes, and in such event should ensure that the foundation coordinates its efforts with those of the institution. Such notification to the Board may be through the institution's chief executive officer in executive session pursuant to Idaho Code 67-2345 (1) (c).

c. Foundation Operating Agreements.

Each institution shall enter into a written operating agreement with each recognized foundation that is affiliated with the institution. Operating agreements must be

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signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every two (2) years, or as otherwise requested by the Board, for review and re-approval. Foundation operating agreements shall establish the operating relationship between the parties, and shall, at a minimum, address the following topics:

(1) Institution Resources and Services.

(a) Whether, and how, an institution intends to provide contract administrative and/or support staff services to an affiliated foundation. When it is determined that best practices call for an institution employee to serve in a capacity that serves both the institution and an affiliated foundation, then the operating agreement must clearly define the authority and responsibilities of this position within the foundation. Notwithstanding, no employee of an institution who functions in a key administrative or policy making capacity (including, but not limited to, any institution vice-president or equivalent position) shall be permitted to have responsibility or authority for foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of foundation employees. The responsibility of this position within the foundation that is performed by an institution employee in a key administrative or policy making capacity shall be limited to the coordination of institution and affiliated foundation fundraising efforts, and the provision of administrative support to foundation fundraising activities.

(b) Whether, and how, an institution intends to provide other resources and services to an affiliated foundation, which are permitted to include:

(i) Access to the institution's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through the institution's financial system, the foundation shall comply with the institution's financial and administrative policies and procedures manuals);

(ii) Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting;

(iii) Investment, management, insurance, benefits administration, and similar services; and

(iv) Development services, encompassing research, information systems, donor records, communications, and special events.

(c) Whether the foundation will be permitted to use any of the institution's facilities and/or equipment, and if so, the details of such arrangements.



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(d) Whether the institution intends to recover its costs incurred for personnel, use of facilities or equipment, or other services provided to the foundation. If so, then payments for such costs shall be made directly to the institution. No payments shall be made directly from a foundation to institution employees in connection with resources or services provided to a foundation pursuant to this policy.

(2) Management and Operation of Foundations.

(a) Guidelines for receiving, depositing, disbursing and accounting for all funds, assets, or liabilities of a foundation, including any disbursements/transfers of funds to an institution from an affiliated foundation. Institution officials into whose department or program foundation funds are transferred shall be informed by the foundation of the restrictions, if any, on such funds and shall be responsible both to account for them in accordance with institution policies and procedures, and to notify the foundation on a timely basis regarding the use of such funds.

(b) Procedures with respect to foundation expenditures and financial transactions, which must ensure that no person with signature authority shall be an institution employee in a key administrative or policy making capacity (including, but not limited to, an institution vice-president or equivalent position).

(c) The liability insurance coverage the foundation will have in effect to cover its operations and the activities of its directors, officers, and employees.

(d) Description of the investment policies to be utilized by the foundation, which shall be conducted in accordance with prudent, sound practice to ensure that gift assets are protected and enhanced, and that a reasonable return is achieved, with due regard for the fiduciary responsibilities of the foundation's governing board. Moreover, such investments must be consistent with the terms of the gift instrument.

(e) Procedures that will be utilized to ensure that institution and foundation funds are kept separate.

(f) Detailed description of the organization structure of the foundation, which addresses conflict of interest in management of funds and any foundation data.

(3) Foundation Relationships with the Institutions.

(a) The institution's ability to access foundation books and records.

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- (b) The process by which the institution chief executive officer, or designee, shall interact with the foundation's board regarding the proposed annual operating budget and capital expenditure plan prior to approval by the foundation's governing board.
- (c) Whether, and how, supplemental compensation from the foundation may be made to institutional employees. Any such payments must have prior Board approval, and shall be paid by the foundations to the institutions, which in turn will make payments to the employee in accordance with normal practice. Employees shall not receive any payments or other benefits directly from the foundations.
- (4) Audits and Reporting Requirements.
- (a) The procedure foundations will utilize for ensuring that regular audits are conducted and reported to the Board. Unless provided for otherwise in the written operating agreement, such audits must be conducted by an independent certified public accountant, who is not a director or officer of the foundation. The independent audit shall be a full scope audit, performed in accordance with generally accepted auditing standards.
- (b) The procedure foundations will use for reporting to the institution chief executive officer the following items:
- (i) Regular financial audit report;
  - (ii) Annual report of transfers made to the institution, summarized by department;
  - (iii) Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year;
  - (iv) A list of foundation officers, directors, and employees;
  - (v) A list of institution employees for whom the foundation made payments to the institution for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
  - (vi) A list of all state and federal contracts and grants managed by the foundation; and
  - (vii) An annual report of the foundation's major activities;

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(viii) An annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding foundation fiscal year for the benefit of the institution; and

(ix) An annual report of any actual litigation involving the foundation during its fiscal year, as well as legal counsel used by the foundation for any purpose during such year. This report should also discuss any potential or threatened litigation involving the foundation.

(5) Conflict of Interest and Code of Ethics and Conduct.

A description of the foundation's conflict of interest policy approved by the foundation's governing board and applicable to all foundation directors, officers, and staff members, and which shall also include a code of ethics and conduct. Such policy must assure that transactions involving the foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the foundation's governing board. In addition, such policy must provide that directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest. Finally, such policy must assure that no director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess of fifty dollars (\$50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

3. Foundations for Other Agencies and Idaho School for the Deaf and the Blind (ISDB).

Other agencies and ISDB under the Board's jurisdiction may establish foundations to accept gifts made for the benefit of the agencies' or school's operating purposes. These agencies and school are subject to the same policies as the institutional foundations. However, agency/school foundations with annual revenues less than \$100,000 are not required to obtain an independent audit. These agencies/school must instead submit an annual report to the Board of gifts received and the disposition of such gifts.

4. Idaho Educational Public Broadcasting System Foundations and Friends Groups.

Foundations and Friends groups that exist for the benefit of the Idaho Educational Public Broadcasting System (IEPBS) are required by Federal Communications Commission (FCC) regulations to have specific spending authority designated by the Board. Audits of the IEPBS Foundation and Friends groups will be conducted by the State Legislative Auditor.

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a. By action of the Board, the Idaho Educational Public Broadcasting System Foundation, Inc., has been designated to accept gifts made for the benefit of public television in the state of Idaho. The Foundation will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

b. By action of the Board, the Friends of Channel 4, Inc., has been designated to accept gifts made for the Benefit of KAID TV, Channel 4. The Friends of Channel 4, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

c. By action of the Board, the Friends of Channel 10, Inc., has been designated to accept gifts made for the benefit of KISU TV, Channel 10. The Friends of Channel 10, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

d. By action of the Board, the Friends of KUID, Inc., has been designated to accept gifts made for the benefit of KUID TV, Channel 12. The Friends of Channel 12, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

5. Acceptance of Direct Gifts.

Notwithstanding the Board's desire to encourage the solicitation and acceptance of gifts through affiliated foundations, the Board may accept donations of gifts, legacies, and devises (hereinafter "gifts") of real and personal property on behalf of the state of Idaho that are made directly to the Board or to an institution, school, or agency under its governance. Gifts worth more than \$250,000 must be reported to and approved by the executive director of the Board before such gift may be expended or otherwise used by the institution, school, or agency. Gifts worth more than \$500,000 must be approved by the Board. The chief executive officer of any institution, school, or agency is authorized to receive, on behalf of the Board, gifts that do not require prior approval by the executive director or the Board and that are of a routine nature. This provision does not apply to transfers of gifts to an institution, school, or agency from an affiliated foundation (such transfers shall be in accordance with the written operating agreement between the institution, school, or agency and an affiliated foundation, as described more fully herein).

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

**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS**

Subsection: I. Real and Personal Property and Services

April 2002

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**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.

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- c. This does not preclude a foundation or other legal entity separate and apart from an institution, school or agency under Board governance from taking title to real property in the name of the foundation or other organization for the present or future benefit of the institution, school or agency. (See Section V.E.)
- d. Acquisition of an option, lease, or any other present or future interest in real property by or on behalf of an institution, school or agency requires prior Board approval if the term of the lease exceeds five (5) years or if the cost exceeds two hundred fifty thousand dollars (\$250,000) annually.
- e. Appraisal.

An independent appraiser must be hired to give an opinion of fair market value before an institution, school or agency acquires fee simple title to real property.

- f. Method of sale - exchange of property.

The Board will provide for the manner of selling real property under its control, giving due consideration to Section 33-601(4), applied to the Board through Section 33- 2211(5), and to Chapter 3, Title 58, Idaho Code. The Board may exchange real property under the terms, conditions, and procedures deemed appropriate by the Board.

- g. Execution.

All easements, deeds, and leases excluding easements, deeds, and leases delegated authority granted to the institutions, school and agencies must be executed and acknowledged by the president of the Board or another officer designated by the Board and attested to and sealed by the secretary of the Board as being consistent with Board action.

**3. Acquisition of Personal Property and Services**

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.
- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

4. Hold of Personal Property

a. Inventory

An inventory of all items of chattel property valued at two thousand dollars (\$2,000) or limits established by Department of Administration owned or leased by any agency, school or institution must be maintained in cooperation with the Department of Administration as required by Section 67-5746, Idaho Code.

b. Insurance

Each agency, school and institution must ensure that all insurable real and personal property under its control is insured against physical loss or damage and that its employees are included under any outstanding policy of public liability insurance maintained by the state of Idaho. All insurance must be acquired through the State Department of Administration or any successor entity.

c. Vehicle Use

Vehicles owned or leased by an institution, school or agency must be used solely for institutional, school or agency purposes. Employees may not, with certain exceptions, keep institutional vehicles at their personal residences. Exceptions to this policy include the chief executive officers and other employees who have received specific written approval from the chief executive officer of the institution, school or agency.

5. Disposal of Real Property

a. Temporary Permits

Permits to make a temporary and limited use of real property under the control of an institution, school or agency may be issued by the institution, school or agency without prior Board approval.

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).

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(2) Easements to make a permanent use of real property under the control of an institution, school or agency require prior Board approval - unless easements are to public entities for utilities.

(3) The transfer by an institution, school or agency of any other interest in real property requires prior Board approval.

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.

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.

8. Intellectual Property



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The chief executive officer may license intellectual property rights of their respective institutions, school and agencies up to (to be developed as the intellectual property policy is finalized).

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

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
Subsection: K. Construction Projects

April 2002

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**K. Construction Projects**

1. Major Project Approvals - Proposed Plans

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', school's or agencies' six-year capital plan must receive Board approval.

2. Project Approvals

Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to be 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. Without regard to the source of funding, proposals by any institution, school or agency under the governance of the Board to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities or construction of new facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. Project cost must be detailed by major category (construction cost, architecture fees, contingency funds, and other). When a project is under the primary supervision of the Board of Regents or the Board and its institutions, school or agencies, a separate budget line for architects, engineers, or construction managers and engineering services must be identified for the project cost. Budgets for maintenance, repair, and upkeep of existing facilities must be submitted for Board review and approval as a part of the annual operating budget of the institution, school or agency.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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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.

4. Project Acceptance

Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution, school or agency are accepted by the institution, school or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

5. Statute and Code Compliance

a. All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.

b. In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY – continued**

**Idaho Statutes**

TITLE 58  
PUBLIC LANDS  
CHAPTER 3  
APPRAISEMENT, LEASE, AND SALE OF LANDS

58-335. LANDS EXEMPT FROM ACT. This act shall not be construed as applying to any lands or properties acquired under the act of congress, known as the Idaho Admission Act, or in the subsequent operations of the various endowment funds of the state. Nor shall this act apply to any lands or properties in the custody of the board of regents of the University of Idaho in its corporate capacity: provided, however, that the board of regents, desiring to avail itself of the facilities of this act, for the sale, exchange or transfer of any such properties, may proceed to negotiate a sale, transfer or exchange with the state board of land commissioners as would any other tax-supported agency. If the board of regents of the University of Idaho does not avail itself of the facilities of this act, the board of regents shall use a process for disposal of real property that includes, at a minimum, a required appraisal and public notice of the proposed real property disposal prior to disposal; and for property disposals that are not part of an exchange or transfer, consideration given to granting a first option to purchase to local, state and federal governmental entities.

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

Purchase of a scanning, near-field, optical microscope.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Policies and Procedures, Section V.I.3.

**BACKGROUND**

In September 2006, the University of Idaho was awarded a National Science Foundation grant toward the purchase of a unique scanning near-field optical microscope (SNOM) with fully-integrated scanning confocal Raman microscopy and atomic force microscopy (AFM).

**DISCUSSION**

University of Idaho Purchasing Services issued Request for Proposals No. 07-41M. Two vendors responded, one with a price of \$527,050, and the other with a price of \$512,175. WITec Instruments Corporation's submission at \$527,050 was the only one that met all of the technical specifications and evaluation criteria.

In contrast to the WITec Instruments microscope, the alternative proposed microscope requires changing of hardware to change optical modes, and does not meet the requirements for the heating range of use for the long scanner or liquid cell imaging, among other shortcomings. The attached justification from Dr. Eric Aston explains the difference between the two proposals in greater detail.

Due to the difference in the technical specifications of the two proposals, the University requests authorization to purchase the WITec Instruments microscope, which meets all of the needs of the research program.

**IMPACT**

The purchase price is \$527,050.00. All of the funds for this purchase are from the National Science Foundation grant. No appropriated funds will be used for this purchase.

**ATTACHMENTS**

Attachment 1 - Justification from Dr. Eric Aston explaining the  
difference between the two proposals in greater detail Page 3

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO – continued**

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed the request for compliance with Board policy and recommends approval.

**BOARD ACTION**

A motion to approve the purchase of a scanning, near-field, optical microscope at a cost not to exceed \$535,000.

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

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**FEBRUARY 21-22, 2007**

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**Attachment 1**



**University of Idaho**

Department of

P.O. Box 441021  
Moscow, ID 83844-

Telephone: 208-

Fax: 208-885-7462  
e-mail:

**Date:** 8 Jan 2007

Chemical Engineering

**To:** Julia McIlroy, Purchasing Office

1021

**From:** D. Eric Aston  
885-6953

**Re:** Proposal No. 07-41M  
aston@uidaho.edu

**Scanning Near-field Optical Microscope Justification**

In September 2006, we were awarded a National Science Foundation grant toward the purchase of a unique scanning near-field optical microscope (SNOM) with fully-integrated scanning confocal Raman microscopy and atomic force microscopy (AFM). WITec Instruments Corp. offered the only proposal that meets all of our technical specifications and evaluation criteria, for a grand total of \$527,050. NT-America is the only other company who responded to our request for proposals. Their quote included options that brought their NTegra system in compliance with many of our requirements for a grand total of \$512,175, but was still unable to meet several key specifications, as outlined below. Our description below fully justifies the purchase of the better instrument at a slightly greater cost.

Besides being the only instrument that meets (and exceeds in some areas) our requirements, the main benefits of the WITec system from a specification point of view are:

- Is designed and assembled by a single company specifically for purposes of integrated performance.
- All required microscopy modes are available without removing sample or instrument parts, facilitating study of the same location, such as a single cell or other feature of interest, with all the power of the combined techniques.
- SNOM probes, unique to WITec, are made via automated manufacturing processes for reproducible quality; these probes also preserve light polarization, where other probes (bent fibers) do not.
- SNOM allows light of a large and continuous range (400-850 nm) without changing probe.
- AFM and SNOM modes may operate with the same assembly, changing only software settings.
- Has largest AFM vertical scan range (up to 20 microns).
- AFM spectroscopy mapping modes are both qualitative and quantitative through automated hardware-software design through digital pulsed force mode, providing chemical force microscopy and several other materials mapping capabilities on-line.
- Has optimized and integrated Raman spectroscopy system for chemical analysis and spectral mapping at required laser wavelengths.
- Has much broader spectral response range for Avalanche Photodiode Detector expanding both ultraviolet and infrared applications: 200-1100 nm compared to 400-1000 nm of competitor.

By contrast, the major technical deficiencies of the NTegra Spectra system are:

- The inverted optical microscope design does not allow AFM, SNOM and other optical modes to be accomplished without removing and replacing scanners, heads, probes or other hardware pieces. Furthermore, it does not allow the highest optical resolution to be attained from the same side of the sample as the AFM modes at the same sample location without replacing and realigning.
- Cannot use the long (100 micron) scanner up to our 200°C required heating range.
- Must change scanner and heating mount for access temperature range up to 200°C.
- The liquid cell imaging only allows up to 50°C heating.
- AFM scanning only possible up to 12 microns with additional, optional scanner head.
- Does not provide chemical force microscopy or sufficient software for spectroscopic data analysis.

Please contact me as soon as possible with questions or confirmation of making the SBOE agenda for February.

Respectfully submitted,

D. Eric Aston, Armando McDonald, David McIlroy, Peter Griffiths



**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**Subsection: I. Real and Personal Property Services**

**April 2002**

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**E. Real and Personal Property 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

Menard Law Building Classroom Improvements

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Policies & Procedures, Section V.K.3.

**BACKGROUND**

This is a request for additional authorization to design and construct improvements and technology enhancements to classrooms in the Menard Law Building, University of Idaho, Moscow, Idaho.

Existing project authorization stands at \$350,000, sought and received through the State of Idaho FY 2007 Permanent Building Fund Capital Budget Request Process in July 2005.

**DISCUSSION**

In 2005/06, The University of Idaho sought and received \$350,000 in FY07 State of Idaho Permanent Building Fund (PBF) monies in the Alteration and Repair category for the purpose of making improvements and technology enhancements to classrooms in the Menard Law Building, as further described in the attached Project Approval Form. The university submitted to the Office of the State Board of Education the referenced "Set B, Project Approval Form" as part of the FY 2007 Capital Budget Request describing the original scope of the project.

The request was approved, funded via the PBF, and the Division of Public Works was assigned to administer the project. DPW selected ALSC Architects to design the project and develop construction documents.

In parallel with this process, the university also has worked with ALSC to provide early feasibility analysis in relationship to the improvements recommended by the Courtroom 21 study for the Menard Law Building Moot Courtroom / Classroom. The scope of these improvements includes architectural, acoustical, universal access and technology enhancement elements.

The University, the Division of Public Works and the Architect have explored the feasibility of combining these two efforts under the auspices of the DPW administered project. There are significant project process and cost efficiencies to be realized in doing so. All three parties have defined additional and modified scope of work that includes architectural, acoustical, universal access and technology enhancement elements to the Moot Courtroom / Classroom and large classroom 104. The Division of Public Works is aware and supportive of this request.

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

The total cost of the project with the additional improvements and expanded scope is \$950,000.00. The university is requesting authorization to expand the project scope and commit up to \$600,000.00 of institutional funds, inclusive of gift and professional fee funds, held by the College of Law. The project would continue to be administered by the Division of Public Works.

**IMPACT**

**Source of Funding:**

<u>Permanent Building Fund (PBF):</u>	
FY07 Original Appropriation, A & R Category:	<u>\$350,000</u>
Subtotal PBF	<u>\$350,000</u>
 <u>University of Idaho, Supplemental Allocation:</u>	
College of Law	<u>\$600,000</u>
Subtotal, UI Funds	<u>\$600,000</u>
<b>Revised Total, All Project Funds</b>	<b>\$950,000</b>

**Authorization:**

Current Authorization: \$350,000

**Additional Authorization Requested: \$600,000**

**ATTACHMENTS**

Attachment 1 -	Office of the State Board of Education “Set B, Project Approval Form, Menard Law Building, Classroom Renovations and Improvements, July 2005.”	Page 4
Attachment 2 -	Capital Project Tracking Sheet	Page 5

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

**STAFF COMMENTS AND RECOMMENDATIONS**

As part of the annual operating budget request process, agencies and institutions submit their Major Capital and Alterations/Repair budget requests to the Permanent Building Fund Advisory Council (PBFAC) through this office. The Board reviews the Major Capital requests at the August meeting. The Alterations/Repairs items are submitted directly to the PBFAC. The item requested here was submitted by the UI with their Alterations/Repair list.

Staff has reviewed this request and recommends approval.

**BOARD ACTION**

A motion to approve the authorization to expand the project scope of the Menard Law Building, Classroom Renovations and Improvements, at a cost not to exceed \$600,000, funding to come from institutional funds, inclusive of gift and professional fee funds, held by the College of Law.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**Attachment 1**

**OFFICE OF THE STATE BOARD OF EDUCATION**

**SET B**

**PROJECT APPROVAL FORM**

<b>Project Title:</b>	Menard Law Building Classroom Renovations and Improvements	<b>Institution/Agency:</b>	University of Idaho
		<b>Fiscal Year:</b>	FY07
		<b>Estimated Total Cost:</b>	\$350,000
		<b>Budget Year Request:</b>	\$350,000

This project request provides for physical improvements to 3 large classrooms and the courtroom/classroom located in the Menard Law Building. These improvements are necessary to make changes to the physical layout of the rooms and the building systems infrastructures of the rooms in support of the anticipated infusion of technology consistent with current curricula practices and teaching pedagogies. The request also anticipates removal of known asbestos containing materials (ACM) as necessary as a component of the scope of this project.

The College of Law has funded and engaged a nationally known consulting group, Courtroom 21, to provide the college with a series of recommendations aimed at ensuring that the University of Idaho College of Law curriculum is current with new and evolving uses of technology in the application of criminal and civil law. Courtroom 21 has specific expertise in the infusion of technology in courtroom environments and processes, and they have issued a series of recommendations to the college regarding the infusion of technology into the classrooms and the courtroom of the Menard Law Building.

The use of technology in support of the implementation and prosecution of law is evolving rapidly. Many aspects of the judicial system are moving to virtual and technology enhanced environments and processes. It is vital to the success of the university's College of Law graduates that they learn and train in an environment that is current and on par with the environments that they will experience upon entering the professional field. The need for the college and the university to maintain pace is the subject of specific citation in the reports issued by the American Bar Association Accreditation Committee.

This project is consistent with the university's strategic plan and its Long Range Campus Development Plan.

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<b>Funding</b>		<b>Estimated Budget</b>	
State:	\$350,000	Construction:	\$289,200
Federal:	0	A/E Fees:	29,000
Other (State & UI):	<u>0</u>	Contingency:	<u>31,800</u>
<b>Total</b>	<b>\$350,000</b>	<b>Total</b>	<b>\$350,000</b>

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Insert Capital Tracking Sheet

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of February 22, 2007

**History Narrative**

- 1 **Institution/Agency:** University of Idaho      **Project:** Capital Project Additional Authorization Request, Menard Law Building Classroom Improvements, University of Idaho, Moscow, Idaho
- 2 **Project Description:** Architectural, acoustical, universal access and technology enhancement elements to the Moot Courtroom / Classroom and large classroom 104.
- 3 **Project Use:** Improvements necessary to make changes to the physical layout of the rooms and the building systems infrastructures of the rooms in support of the anticipated infusion of technology consistent with current curricula practices and teaching pedagogies. Architectural changes include acoustical issues and provision for improved universal access (ADA issues & concerns). The request also anticipates removal of known asbestos containing materials (ACM) as necessary as a component of the scope of this project. The project is consistent with a series of recommendations received by the College aimed at ensuring that the University of Idaho College of Law curriculum is current with new and evolving uses of technology in the application of criminal and civil law.
- 4 **Project Size:** 5,500 NASF

	Sources of Funds				Use of Funds			Total Uses
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds* Const	Other**	
9 <b>Initial Cost of Project</b>	\$ 350,000	\$ -	\$ 600,000	\$ 950,000	\$ 131,000	\$ 765,000	\$ 54,000	\$ 950,000
11 <b>History of Revisions:</b>								
14 <b>Total Project Costs</b>	\$ 350,000	\$ -	\$ 600,000	\$ 950,000	\$ 131,000	\$ 765,000	\$ 54,000	\$ 950,000

History of Funding:	PBF	ISBA	* Other Sources of Funds			Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other (Law College Professional Fees)		
18 Original Authorization, Jul 05, (FY 07 Capital Budget Request Process)	\$ 350,000					\$ -	\$ 350,000
19 Add'l Authorization Request (Feb 07)			\$ 200,000		\$ 400,000	\$ 600,000	\$ 600,000
20						-	-
21						-	-
22						-	-
23 <b>Total</b>	\$ 350,000	\$ -	\$ 200,000	\$ -	\$ 400,000	\$ 600,000	\$ 950,000

25 \* Overall project cost estimate will be refined and improved as part of this planning process; UI will report back to the Board of Regents any resulting revisions to the project estimate and seek additional project authorization as may be required.

26 \*\* Project Contingency

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**  
**SECTION: V. FINANCIAL AFFAIRS**  
**Subsection: K. Construction Projects**

**April 2002**

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**K. Construction Projects**

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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

Technical Assessment & Feasibility Study, Proposed UI Events Pavilion and ASUI Kibbie Activity Center Improvements. Notification of the Immediate Code Compliance, Guest and Participant Safety Issues

**REFERENCE**

August 2006 Information Item to discuss the Technical Assessment & Feasibility Study, Proposed UI Events Pavilion and ASUI Kibbie Activity Center Improvements.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Policies and Procedures, Section V.K. (if project continues following feasibility study)

**BACKGROUND**

This is an information item regarding a feasibility study of future development consistent with the University's Long Range Campus Development Plan (LRCDP). This item is an update to an information item, same subject, as presented to the Board of regents in August 2006. It also alerts the Board to certain Code compliance, guest and participant safety issues documented in the technical assessment & feasibility study.

In the summer of 2006, The University of Idaho initiated a technical assessment feasibility study for a proposed University of Idaho Events Pavilion and proposed improvements to the ASUI Kibbie Activity Center. The Events Pavilion may or may not be attached to the ASUI Kibbie Activity Center. The intent of the Technical Assessment and Feasibility Study is to explore and update the 1995 Sports, Recreation, Athletics, and Special Events Study (SRASE) and Master Plan, and the 2000 Long Range Campus Development Plan recommendations.

The university identified the consulting team of Opsis Architecture and Hastings Chivetta Architects as the team best qualified to assist the university in this effort via a national Request for Qualifications (RFQ) process.

Over the course of the fall and winter, the consulting team worked closely with university staff, personnel, students and external stake holders to:

- Perform a technical audit of existing code compliance and code-related issues;
- Audit existing and projected programmatic needs;
- Identify conflicts and issues;
- Identify and analyze building systems and infrastructure capacities;



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

- Develop feasible options for improvements within the ASUI Kibbie Activity Center;
- Develop feasible options for construction of the proposed University Events Pavilion;
- Explore synergies between the Kibbie Dome and the proposed Events Pavilion;
- Develop options and possible solutions to issues uncovered;
- Develop architectural space needs/program relationships for proposed improvements
- Develop construction costs/total project costs estimates
- Develop phasing strategies.

Through a series of consensus building workshops with a wide range of university stakeholders, and through a series of investigations by specialty sub consultants, the team has developed the elements of needed infrastructure improvements, renovations and additions to the ASUI Kibbie Activity Center. These recommended actions and improvements will be contained in a final review draft Technical Assessment & Feasibility Study anticipated to be released prior to the February 21, 2007 Board meeting.

**DISCUSSION**

The Technical Assessment and Feasibility Study identifies elements of Infrastructure improvements, renovations and additions to the ASUI Kibbie Activity Center and Proposed Multi-Purpose Events Pavilion that are discussed below. At the end of the discussion are some additional recommendations from the study as well as a discussion of the next steps to be taken by the University.

1. **Element 1: Immediate Improvements to the ASUI Kibbie Activity Center, Code Compliance and Egress Improvements, Replacement of the Existing Artificial Turf Carpet, and Miscellaneous Related Facility Improvements.**

Element 1 encompasses Guest and Participant Safety issues.

The ASUI Kibbie Dome is a facility constructed in the mid-1970's. The Dome is a wood construction. Building and Life Safety codes related to such facilities have evolved dramatically in the 30 plus years since the Dome's original construction. As a result, and as to be naturally expected, the Dome today is not in full compliance with current iterations of building and life safety code.

**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

Improvements to be implemented as a part of Element 1 are design solutions that provide protection levels equivalent to the prescribed measures defined in current building codes. The proposed measures include additional fire detection, alarm and suppression systems, mechanical smoke ventilation, additional egress capacity from the floor of the existing Dome to the west, replacement of the end wall systems, and removal or relocation of the rolled, artificial turf carpet drum at the west end that currently blocks egress from the Dome floor to the west.

In addition, the existing artificial turf carpet itself would be replaced with a new turf system as the existing artificial turf carpet presents a safety hazard to intramural, general education, recreational, and varsity users of the carpet in its current state of repair.

**2. Element 2: Multi-Purpose Events Pavilion.**

Element 2 consists of a new, multi-purpose Events Pavilion adjacent to and connected to the north side of the existing ASUI Kibbie Activity Center. The Pavilion would function as a multi-use venue for a wide variety of campus and community events. It will be designed to accommodate speakers, conventions, concerts, shows, the concerts associated with the Lionel Hampton International Jazz Festival, and court-based varsity athletic events such as mens and womens Basketball as well as the potential for hosting Volleyball.

The Pavilion provides these events with an appropriate and appropriately scaled venue, increasing operational efficiencies, ameliorating event conflicts, allowing the Dome to better serve and support large scale events and field based educational, intramural, recreational and varsity use. It also provides the opportunity to attract events and performances to the community that are not suitable for the existing Dome.

The Pavilion would feature a high level of interior finish, quality sound and lighting systems, and circulation and support spaces appropriate to a modern, multi-use events venue. Seating will be in a combination of fixed and movable seating elements with a total capacity at or above 6,000.

Locating the Pavilion contiguous with the north concourse of the ASUI Kibbie Activity Center allows for the dual use of restrooms, elevators, concessions and other support spaces. Lobbies and exterior entry plazas will tie the new Pavilion to both the Dome and to the Vandal Athletic Center.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

Also included are elements related to improvements to the north concourse of the Dome, the proposed Events Pavilion and the Dome connection, site development, infrastructure development, parking improvements and the creation of additional exterior field resources to accommodate intramurals, recreation and varsity athletic sports such as women's soccer.

**3. Element 3: Spectator & Guest Accommodation, Seating, and Sightline Improvements to the ASUI Kibbie Activity Center**

Element 3 includes items intended to make the existing ASUI Kibbie Activity Center more efficient and functional as a venue for large events and field based intramural, recreation and varsity sports. This element improves sight lines for spectators, provides approximately 3,600 additional sideline seats for varsity football and other large, field based events, provides improvements to the north and south concourses and their facilities such as restrooms, concessions and finishes, improves press and media facilities, improves lighting, and improves service access and storage.

**4. Element 4: Continued Improvements to the East End / Vandal Athletic Center and Additions.**

Element 4 continues the good work of the past several years to make necessary and requisite improvements to the existing East End facilities, creating the Vandal Athletic Center. These improvements were described in the April 2004 Vandal Athletic Center Feasibility Study developed by the university and Lombard-Conrad Architects and Opsis Architecture. Much work has been accomplished towards the goals and objectives of the Vandal Athletic Center Feasibility Study, yet, there remains scope yet left to be done.

Included in the scope of this element are: the creation of an Academic Support Center that includes computer labs, classrooms and tutoring spaces, conferencing and team meeting rooms, offices, support spaces, lobbies and circulation spaces that provide a gracious entry and tie the Vandal Athletic Center to both the ASUI Kibbie Activity Center and the Events Pavilion, Hall of Fame, renovations and improvements to training facilities, offices and locker room spaces.

**Additional recommendations:**

In addition to these four, key elements, the Technical Assessment & Feasibility Study touches briefly on recommendations for possible or potential

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

additional facilities. These additional recommendations recognize that there is a long-term potential for these facilities, however, they are outside the key recommended actions presented by the study. They include:

- A stand-alone Indoor Tennis and/or Track facility(ies).
- Addition of a West End Seating Bowl that raises seating capacity of the ASUI Kibbie Activity Center to approximately 24,000.

As stated, these items represent recognition of potential, long-term future facilities, but, they are outside the key scope recommendations of the study.

**Next Steps:**

It is the intent of the university to evaluate the various project elements in light of the Strategic Plan and competing needs and priorities and to develop appropriate funding strategies. The university will report back to the Board of Regents and seek authorization as needed prior to undertaking any further feasibility or design steps.

**IMPACT**

There is no new fiscal impact. The university budgeted \$157,000 to perform the Technical Assessment & Feasibility Study, for the Proposed UI Events Pavilion and ASUI Kibbie Activity Center Improvements. The funding source for this effort was funds gifted for this express purpose.

The university's Contract with Opsis Architecture is in the amount of \$139,000. To date, expenditures total \$124,002.44 and the University does not contemplate future expenditures on the study beyond the budgeted amount.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board and staff are generally aware of the items discussed in this information item based upon one previous information item from the UI and informal conversations. There are two, and possibly three, distinct components to Element #1: code compliance, replacement of the artificial turf, and 'miscellaneous related facility improvements'.

Element #2 summarizes the construction of a multi-purpose events pavilion, to be located on the North side of the Kibbe Dome.

Element #3 describes spectator and guest accommodations, seating and sightline improvements, including the addition of approximately 3,600 additional seats for football and other field-based events. Other items include concessions, press/media facilities and lighting.

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

Element #4 includes the continuation of improvements to the east end of the Kibbe Dome facility.

Finally, there are additional projects referenced in the Technical Assessment document, but these projects are more long-term in nature. The projects include: stand-alone indoor tennis/track facilities and additional seating in the west end of the Kibbe Dome.

As of the time this agenda was being prepared, staff had not reviewed a copy of the Technical Assessment document; therefore is unable to discuss it in any detail.

**BOARD ACTION**

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

Request for Approval to Proceed with Conceptual Architectural Design and Financial Feasibility and Fund-Raising for a University Events Pavilion

**REFERENCE**

August 2006 Information Item, Technical Assessment & Feasibility Study, Proposed University of Idaho Events Pavilion and ASUI Kibbie Activity Center Improvements.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1

**BACKGROUND**

This is an initial request for Regent's Authorization to initiate the conceptual architectural design and the financial feasibility processes for a new, multi-use University Events Pavilion to be located contiguous to the ASUI Kibbie Activity Center.

**DISCUSSION**

In the summer of 2006, The University of Idaho initiated a technical assessment feasibility study for a proposed University of Idaho Events Pavilion and proposed improvements to the ASUI Kibbie Activity Center.

As reported in the previous Information and Update Agenda Item, the university has been working with architecture and design professional on a Technical Assessment & Feasibility Study. Among the key elements addressed in the Technical Assessment & Feasibility Study is the design and construction of a new, multi-use venue to be located to the immediate north of the ASUI Kibbie Activity Center.

This venue would share concourses and other systems with the ASUI Kibbie Activity Center and would greatly enhance the university's flexibility and ability to offer event programming in a gracious and efficient manner. This new multi-use venue would support the delivery of fine arts, athletics, general education, cultural, performance and community events and programming to the university, its stakeholders and to the greater community in general. The new facility would ameliorate severe scheduling conflicts that now regularly occur in the Dome, and would provide a much more suitable venue for events that do not require the large seating capacity and architectural volume of the Dome.

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

The university is now requesting authorization to begin two processes:

- Development of Conceptual Designs.
- Completion of a Financial Feasibility Assessment and Capital Development Strategy.

These two processes are best run in parallel, each informing the other as they are developed, thereby allowing for adjustments in the overall project scope based on cost factors and funding factors identified in the parallel processes. The parallel processes will also enable the University to take action on earlier elements of the overall project in a fashion that is consistent with and advances the overall goals of the project.

The desired end result is a technically feasible architectural concept accompanied by reasonable and rational construction and project cost estimates, supported by a tested and feasible Capital Development Strategy.

Source of funds for this effort are remaining monies left on federal grants received by the university for the purpose of planning and developing a capital project with a performance venue element. These funds are in hand and currently available for expenditure. The university has confirmed the ability to expend these grant funds on this project effort with the appropriate member of the State of Idaho Federal Congressional delegation who sponsored the original grant award. This project effort is in alignment with the original intent of the funds.

The project is fully consistent with the university's strategic plan, its goals related to education, extension and outreach and with the Long Range Campus Development Plan (LRCDP).

**IMPACT**

Immediate fiscal impact of this effort is \$1,600,000.

<u>Funding</u>		<u>Estimate Budget</u>	
State	\$ 0	Construction	\$ 0
Federal (Grant):	1,600,000	A/E & Consultant Fees	1,440,000
Other (State & UI)	<u>0</u>	Contingency	<u>160,000</u>
Total	\$1,600,000	Total	\$1,600,000

**Attachments**

Attachment 1                      Capital Project Tracking Sheet                      Page 5

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff believes these projects are consistent with ongoing capital improvement efforts at the UI.

Staff recommends approval.

**BOARD ACTION**

A motion authorizing the University of Idaho to proceed with development of conceptual designs and conducting a financial feasibility study to develop a capital development strategy for a University Events Pavilion, at a cost not to exceed \$1,600,000, to be funded with federal funds granted to the University for the purpose of planning and developing a capital project with a performance venue element.

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



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**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of February 22, 2007

**History Narrative**

**1 Institution/Agency:** University of Idaho      **Project:** Conceptual Architectural Design and Financial Feasibility and Fundraising for University Events Pavilion, University of Idaho, Moscow, Idaho

**2 Project Description:** Development of Conceptual Design and completion of a Financial Feasibility Assessment for a proposed, new, multi-use venue to be located contiguous with the ASUI Kibbie Activity Center.

**3 Project Use:** Proposed new, multi-use venue to be located to the immediate north of the ASUI Kibbie Activity Center. This venue would share concourses and other systems with the ASUI Kibbie Activity Center and would greatly enhance the university's flexibility and ability to offer event programming in a gracious and efficient manner. This new multi-use venue would support the delivery of fine arts, athletics, general education, cultural, performance and community events and programming to the university, its stakeholders and to the greater community in general. The new facility would ameliorate severe scheduling conflicts that now regularly occur in the Dome, and would provide a much more suitable venue for events that do not require the large seating capacity and architectural volume of the Dome.

**4 Project Size:** Approx 6,000 Seats in Events Pavilion

	Sources of Funds				Use of Funds			Total Uses
	PBF	ISBA	Other	Total Sources	Planning	Const	Other**	
<b>Initial Cost of Project</b>	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000	\$ 1,440,000	\$ -	\$ 160,000	\$ 1,600,000
<b>History of Revisions:</b>								
<b>Total Project Costs</b>	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000	\$ 1,440,000	\$ -	\$ 160,000	\$ 1,600,000

History of Funding:	PBF	ISBA	* Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other	Total		
Original Authorization Request, Feb 0	\$ -		\$ 1,600,000			\$ 1,600,000	\$ 1,600,000	
						-	-	
						-	-	
<b>Total</b>	\$ -	\$ -	\$ 1,600,000	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000	

25 \* Overall project cost estimate will be refined and improved as part of this planning process; UI will report back to the Board of Regents any resulting revisions to the project estimate and seek additional project authorization as may be required.  
26 \*\* Project Contingency

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

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**  
SECTION: V. FINANCIAL AFFAIRS  
Subsection: K. Construction Projects

*April 2002*

**K. Construction Projects**

1. Major Project Approvals - Proposed Plans

Without regard to the source of funding, before any institution, school or agency under the governance of the Board begin formal planning to make capital improvements, either in the form of renovation or addition to or demolition of existing facilities, when the cost of the project is estimated to exceed five hundred thousand dollars (\$500,000), must first be submitted to the Board for its review and approval. All projects identified on the institutions', school's or agencies' six-year capital plan must receive Board approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

Authorization for exclusive license agreement for intellectual property rights stemming from potato varieties.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Sections V.I.6, V.I.8, and V.M.3.

**BACKGROUND**

Under University of Idaho policy and its agreement with the Idaho Research Foundation (IRF), the Foundation serves as the University's agent for commercializing all intellectual property owned by the University. In 2005, the University and the Foundation amended the agreement between the two entities to provide that intellectual property stemming from potato varieties that is or may be protectable under the Plant Variety Protection Act would remain under University control. Also in 2005, the Idaho Research Foundation assigned all existing potato variety intellectual property that it held to the University. Since that time, the University has been managing the intellectual property. For the 2006 growing season, the University entered into a short term interim license with the Idaho Potato Commission, subject to existing licenses and pending negotiation of a master license.

This license is the intended master license and will be between the University of Idaho and the Potato Variety Management Institute (PVMI), Inc., a nonprofit corporation organized under the Idaho Nonprofit Corporation Act, whose members currently are the Idaho Potato Commission, the Oregon Potato Commission, and the Washington Potato Commission.

**DISCUSSION**

This license represents the efforts of the University of Idaho, its College of Agricultural and Life Sciences, Oregon State University, the Idaho Potato Commission, Commissions of Oregon and Washington, and PVMI to develop an agreement that meets the needs of all institutions with respect to intellectual property stemming from potato varieties.

PVMI has been formed to serve as a marketing entity for the three potato commissions. Its goal is to maximize returns from potato intellectual property licensed to it, and to reinvest its net revenues into the research programs from which the intellectual property was developed. The University of Idaho and Oregon State University worked jointly with PVMI to reach agreement on the terms of this license.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

This license represents a unique opportunity for the University to maximize its returns and benefits from its potato research program. Under the terms of the license, licensing proceeds will first go towards the costs incurred by the University and PVMI. Any net revenues will then be distributed to the University and the Tri-State partner institutions, Oregon State University, Washington State University, and the United States Department of Agriculture's Agricultural Research Service, according to a formula that takes into account the contribution of the lead institution and the total revenue amount.

The total value of the license, which has renewable 5-year terms and a maximum 15 year term, is indeterminate at this point. However, the demand for the University's existing potato varieties that will be licensed hereunder is such that over the term of the license it is feasible for its total value to exceed \$250,000. In addition, the license acknowledges the opportunity for the parties to negotiate on new varieties and amend the license to add new varieties as a result of such negotiations. Given the potential value and the potential for amending the license, the University is seeking Board authorization of the license.

**IMPACT**

This license does not commit new expenditure or use of institutional resources. The University will be obligated to continue to seek Plant Variety Protection for its potato varieties, and will be reimbursed for those costs from sub-licensing revenues. The license represents a revenue source in an amount potentially greater than \$250,000.

**ATTACHMENTS**

Attachment 1 - Exclusive license agreement for Potato Varieties Page 5

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff is not able to determine independently the anticipated value of the royalty revenue, and requested that information from the UI, which is paraphrased below.

Board staff inquired regarding the revenue estimates provided by the UI. Previously, the IRF anticipated revenues of approximately \$40,000 from then-existing licensed varieties. PVMI believes it can improve on this annual amount. PCMI will generate revenue for the Tri-State Potato Group.

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

The contract term is 15 years, broken into 3, 5-year increments, which allows the University to opt out at each 5<sup>th</sup> year anniversary. Therefore, a five-year term could anticipate \$200,000 in revenues from existing licenses. If the agreement continues for 15 years, there could be \$600,000 in total revenue (plus whatever new license revenue may be generated).

The UI reports that because revenues from the overall contract depend on revenues generated from intellectual property generated by other participating universities, it is not possible to predict future revenues with any degree of accuracy. The UI is using a revenue model that the Tri-state entity has successfully applied for a number of years.

The revenue sharing agreement (after recoupment of costs) is essentially 40% to the licensing party and 20% each to the remaining parties for the first \$1.0 million in revenues to the Tri-State Group, and 25% to the licensing party and 25% each to the remaining parties for licensing revenues in excess of \$1 million (see sections 3.4.1 and 3.4.2 of the contract).

The agreement appears to be in the best interests of the state and UI.

Staff recommends approval of the license agreement.

**BOARD ACTION**

A motion to authorize Vice President for Finance and Administration at the University of Idaho to enter into an exclusive license agreement with the Potato Variety Management Institute for intellectual property rights stemming from potato varieties in substantial conformance to the form submitted to the Board.

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

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**DRAFT  
EXCLUSIVE LICENSE AGREEMENT  
for  
POTATO VARIETIES**

**Attachment 1**

This Exclusive License Agreement for Potato Varieties (this "Agreement") is between the Board of Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("Institution"), with a principal place of business in Moscow, Idaho 83844 (the "Institution"), and the Potato Variety Management Institute, Inc., ("Licensee") a nonprofit corporation organized under the Idaho Nonprofit Corporation Act, whose members currently are the Idaho Potato Commission, the Oregon Potato Commission, and the Washington Potato Commission, with a principal place of business at Eagle, Idaho 83616.

**I. Recitals**

- A. The Institution has as one of its missions, the breeding of new varieties of crops for the betterment of Idaho agriculture. The Institution has developed and is the owner of certain improved varieties of potatoes (the "Cultivars") that may have fresh and processing commercial market applications, and the Institution is the owner of certain Intellectual Property Rights (defined below) pertaining to the Cultivars.
- B. Institution and the Idaho Potato Commission, entered into a Memorandum of Understanding dated February 8, 2006. Under the MOU, Institution agreed to offer the Idaho Potato Commission or its designee the first right to negotiate a worldwide, royalty bearing, exclusive license to the Cultivars, and to any new potato varieties developed with funding provided in whole or in part by the State of Idaho, the Commission, or a Cooperative State Research, Education and Extension Service special grant. By letter of January x, 2007 the Idaho Potato Commission designated Licensee as the entity with whom it wishes Institution to commence good faith negotiations to license the Cultivars.
- C. The Institution has developed the Cultivars in partnership with the United States Department of Agriculture's Agricultural Research Service (USDA-ARS). Licensee acknowledges that this Agreement includes rights in the Cultivars owned by USDA-ARS and licensed to the Institution.
- D. Institution desires to have the Cultivars utilized in the public interest by licensing the Intellectual Property Rights to Licensee on a long-term basis. Licensee desires to obtain a long-term license of the Intellectual Property Rights to further the Commercial Use of the Cultivars, and to support potato industry research at the Institution and the other Tri-State Partner Institutions.

**Agreement**

In consideration of their mutual covenants, and upon the express terms and conditions set forth in this Agreement, Institution and Licensee agree as follows:

**1. Definitions.**

"Administrative, Management and Marketing Costs" means all of Licensee's costs associated with reasonable and prudent business practices pertaining to Licensee's administration, management and activities in: (a) promoting, marketing, and sublicensing the Intellectual Property Rights; (b) evaluating,



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pursuing, perfecting, and enforcing Intellectual Property Rights (including plant breeder rights and licensed breeder rights) for the Cultivars as agent for Institution; and (c) performing Licensee's other obligations under this Agreement, including but not limited to the providing those associated with MTA Processes and Market Due Diligence with the Institution.

"Agreement" has the meaning set forth in the preamble.

"Commercial Evaluator" means any party that is not a scientist acting on behalf of either (a) another public or private research university in the United States or a USDA research facility, or (b) a foreign university or government agency under a specific agreement with Institution for reciprocal exchange of germplasm.

"Commercial Use" and "Commercialization" means any use, sale, transfer, or disposition of any Licensed Products, a variety or an experimental line for the purpose of exploitation of the variety (as "exploitation of the variety" is defined by the Plant Variety Protection Act, the USDA Regulations and Rules of Practice thereunder, and any associated authoritative judicial precedent).

"Cultivars" means the potato varieties listed in Schedule 2.1.

"Effective Date" means the date of last signature on this Agreement.

"Field of Use" means the propagation of Cultivars for use as seed potatoes and the sale of seed potatoes.

"First Selected Materials" means a pre-release potato line that has been field tested at least once and selected to be continued in the Institution's breeding program (or another Tri-State Partner Institution's breeding program) for further testing, where the potato line has been funded in whole or in part by the Idaho Potato Commission or a Cooperative State Research, Education and Extension Service special grant.

"Institution" has the meaning set forth in the preamble.

"Intellectual Property Rights" means with respect to the Cultivars (including but not limited to Licensed Products): (a) all certificates, registrations, and other rights under the U.S. Plant Variety Protection Act (PVP); (b) certificates, registrations, and other rights for International Plant Variety Protection pursuant to the Convention for the Protection of New Varieties of Plants and any other rights for the protection of plant varieties in all countries where such rights are available; and (c) all patent rights (including all applications, registrations and rights of registration, reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions).

"Know How" means unpatented discoveries, inventions, improvements, proprietary information, trade secrets, drawings, plans, designs, or specifications developed by Institution (pertaining to the Licensed Products), in Institution's possession as of the Effective Date, that Institution has the right to provide to Licensee.

"License" means the rights granted in Sections 2.1 and 2.2 below.

"Licensee" has the meaning set forth in the preamble.

"Licensing Proceeds" means gross revenues actually received from any sublicense of any of the Intellectual Property Rights under this Agreement, including but not limited to, sublicense fees,

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maintenance fees, royalties, execution fees, milestone fees, and revenue from sale of Licensed Products. Licensing Proceeds also means the net recovery or damages received by Licensee as a result of any litigation outcome or settlement to prosecute infringement of the Intellectual Property Rights, after deducting all of Licensee's costs in such matter (including but not limited to court costs, attorneys fees, and expert witness expenses).

"Licensed Products" means pre-nuclear tissue culture plantlets or mini-tubers, nuclear first field generations, and later generations of seed potatoes of Cultivars.

"Market Due Diligence" means assisting Institution, at the Institution's request, to investigate possible market opportunities for pre-release First Selection Materials and/or First Selection Materials associated with potato lines abandoned or discontinued by the Institution's breeding program (and the other Tri-State Partner Institutions' breeding programs) which are not Cultivars licensed hereunder, but have been recommended for release by the Northwest Potato Variety Development Committee, as described in Section 6.2.3 below.

"MTA Processes" means the Licensee's support functions and activities with respect to the Institution's Material Transfer Agreements for Licensed Products and First Selected Materials, as described in Section 7 below.

"Net Revenues" means Licensing Proceeds less PVP Costs paid to Institution, less Licensee's Administrative, Management and Marketing Costs, and less Returns to Institution's Administrative Activities.

"Northwest Potato Variety Development Committee" means that committee organized by and comprised of representatives of the respective potato commissions, state experiment stations, and principal university potato researchers in each of Oregon, Washington and Idaho, the USDA-ARS, and Licensee, which committee has the objective of (a) accelerating the development of new and improved potato varieties for use by the Northwest potato industry; (b) coordinating research activities and to identify research priorities/needs for the short, medium and long term; (c) coordinating all Pacific Northwest potato breeding and testing to assure maximum results from available resources; (d) coordinating research activities through formal potato variety release and licensing recommendations to state agricultural experiment stations; and (e) obtaining resources to assist in varietal development and directing these resources as deemed most effective and most advisable.

"Office of Technology Transfer" means University of Idaho's office designated with authority to sign Material Transfer Agreements for potato material. Unless and until Institution provides designation of a different office in writing, this office shall be the Potato Tissue Culture Lab.

"PVP Costs" means actual costs directly and reasonably associated with pursuing and/or obtaining rights for the Cultivars under the U.S. Plant Variety Protection Act, the Convention for the Protection of New Varieties of Plants, and any other similar certificated or registered rights for the protection of plant varieties where such rights are available.

"Returns to Institution's Administrative Activities" means 15% of any remaining Licensing Proceeds after deducting Institution's PVP Costs as set forth in Section 3.1 below and after deducting Licensee's Administrative, Management and Marketing Costs as set forth in Section 3.2 below, regardless of whether the costs directly or indirectly attributable to the Institution's administrative activities associated with the Cultivars are more or less than such amount.

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“Tri-State Partner Institutions” means Oregon State University, University of Idaho, Washington State University, and the United States Department of Agriculture’s Agricultural Research Service.

**II. 2. Grant of License.**

- 2.1 Exclusive License. Subject to Section 2.3 below, Institution grants Licensee a worldwide, exclusive license to the Intellectual Property Rights during the term of this Agreement: (a) for Commercial Use of the Licensed Products; and (b) to sublicense to third parties the foregoing rights in accordance with Section 2.4 below.
- 2.2 Know-How License. Institution grants Licensee a worldwide, non-exclusive license during the term of this Agreement to use Know-How.
- 2.3 Reservations. Notwithstanding the foregoing, Institution and Licensee acknowledge and agree that the License is subject to: (a) certain obligations to the United States Government as set forth in 35 U.S.C. § 204 and 37 CFR 404.5, pursuant to which the United States Government may have acquired an irrevocable, nonexclusive, nontransferable, royalty-free license to practice (or have practiced) the Intellectual Property Rights in research for or on behalf of the United States Government; (b) any license between the USDA-ARS and Institution for the Cultivars, the current version of which is attached as Exhibit A and incorporated herein; (c) Institution’s royalty-free right to practice the Intellectual Property Rights and possess, propagate, and use the Cultivars solely for non-commercial education and research purposes and for experimentation and testing to ascertain their characteristics; and (d) those existing licenses for the Cultivars listed in Schedule 2.2. Institution agrees to work with Licensee and the licensees named therein to convert the listed licenses to sublicenses pursuant to this Agreement on substantially the same business terms as the respective current licenses listed in Schedule 2.2. Institution represents to Licensee that: (x) Schedule 2.2 contains a full and complete list of all prior licensees with respect to the Cultivars; (y) Institution has provided to Licensee a full and complete copy of each such license agreement; and (z) unless otherwise expressly disclosed, to the best of Institution’s knowledge, each such license agreement is in good standing in full force and effect, without any material violation thereof by Institution or the applicable licensee.
- 2.4 Sublicensing; No Assignment. Licensee shall not assign any of its rights under this license, without the prior written consent of Institution; provided, however, that Licensee shall have the right to enter into sublicensing arrangements with third parties for all or a portion of the rights and privileges of the License, provided that any sublicense incorporates and requires compliance with this Agreement with respect to the obligations to Institution hereunder and only grants rights to the limit such rights are granted to Licensee hereunder. The term of any sublicense under this Agreement shall not exceed the longer of (a) one year, or (b) the remaining Term of this Agreement, without the written consent of Institution, which consent shall not be unreasonably withheld. Each sublicense granted by Licensee pursuant to this Agreement shall include an audit right by Institution of the sublicense of the same scope as provided in Section 4.3 with respect to Licensee, and certain quality control provisions as described in Section 6.3. Licensee agrees to forward to Institution a copy of any and all sublicense agreements, promptly upon execution thereof, but in no event later than thirty (30) calendar days after each such sublicense agreement has been executed by both parties thereto. Sublicensees shall have no further right to sublicense any of the Intellectual Property Rights, but Licensee may authorize its sublicensees to engage contract growers to produce crops utilizing the Licensed Products.

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2.5 Amending to Add Varieties. The parties, by mutual written agreement, may amend Schedule 2.1 to add additional potato varieties to the list of Cultivars, pursuant to future negotiations for each variety, where as a result of the negotiations, the parties agree to license the variety under the terms and conditions of this Agreement.

**III. 3. Allocation of Licensing Proceeds.**

3.1 PVP Costs. In consideration of the grant of the License provided in Section 2.1 above, Licensee agrees to reimburse the PVP Costs incurred by Institution from any Licensing Proceeds (from all Licensed Products hereunder) received by the Licensee. Institution's currently outstanding PVP Costs are set forth on Schedule 3.1. The Institution shall invoice Licensee for PVP Costs as they occur and payment shall be due within thirty (30) days of receipt of available Licensing Proceeds, until such time as all such PVP Costs are reimbursed.

3.2 Licensee Administrative, Management and Marketing Costs. Subject to reimbursement for the PVP Costs identified in Section 3.1, Licensee shall retain from any remaining Licensing Proceeds (from all Licensed Products hereunder) its reasonable Administrative, Management and Marketing Costs incurred in each six-month period ending December 31 and June 30 of each calendar year during the term of this Agreement.

3.3 Returns to Institution's Administrative Activities. Subject to reimbursement for PVP Costs as set forth in Section 3.1 above and subject to the retention of Licensee's Administrative, Management and Marketing Costs as set forth in Section 3.2 above, Licensee shall pay 15% of any remaining Licensing Proceeds to the Institution in consideration of its administrative activities associated with the Cultivars. Licensee's accounting for such Licensing Proceeds shall occur semiannually and payment of the Returns to Institution's Administrative Activities (if any) shall be paid within thirty (30) days after the six-month periods ending December 31 and June 30 in which they were earned

3.4 Net Revenues. After taking into account the reimbursement of the Institution's PVP Costs as set forth in Section 3.1 above, the retention of Licensee's Administrative, Management and Marketing Costs as set forth in Section 3.2 above, and the Returns to Institution's Administrative Activities described in Section 3.3 above, the Licensee shall then distribute any Net Revenues (from all Licensed Products hereunder) to the Tri-State Partner Institutions semiannually within thirty (30) days after the six-month periods ending December 31 and June 30 in which they were earned. Distributions of Net Revenues shall be allocated among Tri-State Partner Institutions as follows:

3.4.1 For the first \$1,000,000 of aggregate Licensing Proceeds received during the term of this Agreement, 40% of the Net Revenue will be distributed to Institution and the remaining 60% will be distributed in equal amounts to the other Tri-State Partner Institutions.

3.4.2 After more than \$1,000,000 of aggregate Licensing Proceeds has been received during the term of this Agreement, the 25% of the Net Revenue will be distributed to Institution and the remaining 75% will be distributed in equal amounts to the other Tri-State Partner Institutions.

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- 3.5 Collection Efforts. Licensee shall at all times use reasonable and prudent business practices in the collection of Licensing Proceeds. Subject to and in accordance with Idaho Public Records Law, IC 9-337 to 9-350, the Institution will cooperate with Licensee's reasonable requests to provide certain records or other information maintained by Institution, to the extent necessary to support Licensee's collection efforts.
- 3.6 Institution's Use of Licensing Proceeds. The Institution agrees that Licensing Proceeds allocated to the Institution will be used to maintain, further, or enhance potato industry research at the Institution, subject to the Institution's then applicable guidelines and policies for the apportioning and use of licensing revenues.
- IV. **4. Reporting and Auditing**.
- 4.1 Semiannual Reports. During the term of this Agreement, Licensee agrees to make regular semiannual written reports to Tri-State Partner Institutions within thirty (30) days after the six-month periods ending December 31 and June 30. The semiannual reports shall include the following information: (a) the identity and contact information for applicable sublicensees; (b) the terms of number and region of anticipated or planted acres of Cultivars under sublicense agreements; (c) a summary of work completed and work in progress with respect to introduction, production, and sublicensing of Licensed Products in each country; (d) an updated schedule of anticipated events or milestones with respect to plant variety protection certifications; (e) a summary of the Licensing Proceeds received, PVP Costs reimbursed, Administrative, Management and Marketing Costs retained, and Net Revenues distributed for the reporting period.
- 4.2 Closing Report. Licensee agrees to make a written report to Institution within thirty (30) days after the date of any termination of this Agreement, stating in such report the information referenced in Section 4.1 with regard to any production upon which royalty is payable hereunder, but which was not previously reported to Institution.
- 4.3 Records. Licensee shall keep, and shall require its sublicensees to keep, accurate and correct records of Commercialization of Licensed Products under this Agreement, appropriate to determine the amount of royalties due hereunder to Institution. Such records shall be retained for at least three (3) years following a given reporting period. They shall be available during normal business hours for inspection, upon at least five (5) days prior notice, at the expense of Institution by Institution's Internal Audit Department, or by a Certified Public Accountant selected by Institution and approved by Licensee for the sole purpose of verifying reports and payments hereunder. Such accountant shall not disclose to Institution any information other than information relating to accuracy of reports and payments made under this Agreement. In the event that any such inspection shows an underreporting and underpayment in excess of five percent (5%) for any twelve (12) month period, then Licensee shall pay any additional sum that would have been payable to Institution had Licensee reported correctly.
- 4.4 Plans and Budgets. In order to facilitate communication and to align expectations about Licensee's Administrative Management, and Marketing Costs and Licensee's program for Commercialization of the Cultivars pursuant to Section 6.2.1 of this Agreement, Licensee will provide Institution, at least annually, with a copy of its then-current business and marketing plan, including prospective annual budgets. Such materials shall be for informational purposes only and the exchange of such information shall not create any binding rights or obligations financially or otherwise for either Licensee or Institution.

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V. 5. **Maintenance of Plant Variety Protection.**

- 5.1 **Domestic Registrations.** Institution has applied or shall apply for and seek timely registration of the Intellectual Property Rights in the United States, and shall take the appropriate administrative actions to maintain the registrations during the term of this Agreement. Such filings will indicate that the Institution is the record owner of the Intellectual Property Rights. Licensee acknowledges that a Plant Variety Protection Certificate for Cultivars may not be granted to Institution. Institution will deliver a copy all material correspondence and reports regarding the Intellectual Property Rights to Licensee within 30 days of delivery, receipt, or development by Institution. Licensee waives any right it may otherwise have to challenge any Plant Variety Protection Certificates licensed to it under this Agreement.
- 5.2 **Foreign Intellectual Property Rights.** For any foreign country for which the Institution does not have a registered or certificated Intellectual Property Right, Licensee may designate, in written notice to Institution, such foreign countries in which it desires to obtain protection of an Intellectual Property Right (i.e., Plant Breeder Rights (“PBR”)) for a specific Cultivar. Institution shall, by written notice delivered within 30 days of the Institution’s receipt of the Licensee’s notice, either object to such prosecution of a foreign Intellectual Property Right, or designate Licensee as its agent to seek the foreign Intellectual Property Right with Institution as the record owner. Licensee shall have the cooperation of the Institution in the prosecution, filing and maintenance of any such foreign Intellectual Property Rights. Licensee shall be responsible for all costs associated therewith, which costs shall be subject to Licensee’s retention of Administrative, Management and Marketing Costs from Licensing Proceeds as provided in Section 3 above.
- 5.3 **Enforcement of Plant Breeder Rights.** Licensee shall diligently enforce PBRs in those countries where Licensee either has direct activity or where Licensee sublicenses.
- 5.4 **Abandonment.** Licensee shall not abandon any application for protection of the Intellectual Property Rights without sixty (60) days prior written notice to Institution, and Institution shall not abandon any application for protection of the Intellectual Property Rights without sixty (60) days prior written notice to Licensee.

VI. 6. **Diligence.**

- 6.1 **Domestic Plant Variety Protection.** Institution will continue to pursue and maintain plant variety protection in the United States for each of the Cultivars, and will report the results of such activities to Licensee and not less frequently than semi-annually within thirty (30) days of the end of the six-month periods ending December 31 and June 30 each calendar year during the term of this Agreement. Institution will promptly report to Licensee any material communications to or from the USDA Plant Variety Protection Office that may relate to Institution’s representations or warranties under this Agreement or otherwise affect Licensee’s ability to promote, sublicense, or collect royalties with respect to any of the Cultivars as contemplated in this Agreement. Institution’s protection efforts shall include transfer of pre-release Licensed Products (if any) only in accordance with Section 7 below or pursuant to a sublicense granted by Licensee in accordance with this Agreement.

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- 6.2 Commercial Use of Cultivars. Licensee shall commit itself to a thorough, vigorous and diligent program maximizing the Commercial Use of the Cultivars.
- 6.2.1 At a minimum, the Licensee's program shall entail, for all Cultivars: (a) regular publication of Cultivars available for licensing; (b) presentation at National Potato Council and regional organization conferences; and (c) publication of variety and licensing information on Licensee's website. Additional elements of this program shall reflect the current marketing plan in which Licensee is participating.
- 6.2.2 Prior to sublicensing a Cultivar in any country outside of the United States in which Institution has not previously obtained Foreign Intellectual Property Rights, Licensee shall obtain, or shall require its sublicensee to obtain, the necessary Foreign Intellectual Property Rights for the Cultivar in that country pursuant to Section 5.2 of this Agreement, provided that such protection is reasonably feasible to obtain.
- 6.2.3 Upon the request of Institution, by the Director of its Agricultural Experiment Station (or such other official as Institution may designate, upon notice to Licensee), Licensee will provide Market Due Diligence to investigate possible market opportunities for pre-release First Selection Materials and/or First Selection Materials associated with potato lines abandoned by the Institution's breeding program (and the other Tri-State Partner Institutions' breeding programs) which are not Cultivars licensed hereunder, but have been recommended for release by the Northwest Potato Variety Development Committee. In no event shall any such Market Due Diligence request constitute an extension or expansion of the License granted hereunder; until and unless the parties expressly amend the list of Cultivars as described in Section 2.4 above.
- 6.3 Sublicense Forms. Sublicenses granted by Licensee shall not extend any representation or warranty beyond those expressly agreed by the Institution as set forth in this Agreement. Sublicenses granted by Licensee shall incorporate reasonable provisions to insure the quality and reputation of the Cultivars, which provisions will include, as applicable:
- 6.3.1 that the Licensed Products be sold as Foundation or Certified seed;
- 6.3.2 that all packages and/or invoices for Licensed Products be marked with applicable indicators of identity (i.e., variety name, certificate numbers);
- 6.3.3 that catalogs, advertising and/or other commercial documents include a notice that the Licensed Products are protected under the applicable certificate number(s), if any;
- 6.3.4 that quality assurance standards should be implemented and monitored for all contract growers authorized for Commercial Use of Licensed Product;
- 6.3.5 that the sublicensee shall ensure that any Licensed Products it uses, sells, transfers, or otherwise disposes of are not defective and that any Licensed Product satisfies all applicable federal, state and local statutes, and rules and regulations; and
- 6.3.6 that Licensee, or its authorized representatives, shall have inspection rights for the purpose of verifying compliance with the terms of the sublicense agreement.
- 6.4 Business Reviews. At least annually, Institution and Licensee shall meet to review and discuss the matters described in Sections 3.1, 3.2, 4.1, 4.4, 6.1, and 6.2 with the mutual objective of improving the development, protection, and Commercialization of the Cultivars for the betterment of the potato industry in Idaho and elsewhere in the Pacific Northwest. Licensee has provided Institution with a copy of its business plan for development of the Cultivars. Licensee shall also provide Institution a copy of any and all updates to the business plan within 30 days of adoption.

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7. **MTA Processes.**

7.1 **MTA Forms.** Institution shall transfer First Selected Materials only after mutual execution (with the recipient) of a MTA on a form that has been approved by the Tri-State Institutions and Licensee, which approval shall not be unreasonably withheld. Such MTAs shall be executed on behalf of the Institution only by its Office of Technology Transfer (or such other official as the Institution may designate, upon notice to Licensee), in accordance with Institution's signature authority policies. Institution's transfers shall only be for research or experimentation or testing to ascertain the characteristics of First Selected Materials or the increase of First Selected Materials only for such purpose.

7.2 **Transfer Processes.** Institution desires Licensee's assistance to organize an orderly, prompt process for the review and approval (or disapproval) of all First Selected Materials, as follows:

7.2.1 With respect to any transfers of First Selected Materials from Institution to a scientist acting on behalf of either (a) another public or private research university in the United States or a USDA research facility, or (b) a foreign university or government agency under a specific agreement with Institution for reciprocal exchange of germplasm, the Office of Technology Transfer shall provide Licensee with a copy of each such applicable MTA in no less than 5 business days following its mutual execution.

7.2.2 With respect to any proposed transfer of First Selected Materials to any Commercial Evaluator, the Office of Technology Transfer shall forward each such request to Licensee, for Licensee to evaluate in accordance with the material transfer policies and guidelines agreed to by the Northwest Potato Variety Development Committee. Licensee shall complete its review within 5 business days and communicate the result of its review to the Office of Technology Transfer in writing, either via email or facsimile.

7.2.2.1 If Licensee in good faith determines that the proposed transfer to a Commercial Evaluator is consistent with the policies and guidelines Northwest Potato Variety Development Committee, then Licensee shall notify the Office of Technology Transfer of such recommendation, and following such review the Office of Technology Transfer may approve (or disapprove) such proposed transfer and execute the applicable MTA in its sole discretion. Institution shall provide Licensee with a copy of each such applicable MTA in no less than 5 business days following its mutual execution.

7.2.2.2 If Licensee in good faith determines that the proposed transfer to a Commercial Evaluator is inconsistent with the Northwest Potato Variety Development Committee policies and guidelines, then Licensee shall notify the Office of Technology Transfer of its recommendation that the transfer is inconsistent with such policies and guidelines. If following such recommendation, the Institution nonetheless believes that such proposed transfer is desirable, then its Office of Technology Transfer shall confer with the Executive Director of Licensee, or such other person as designated in writing by Licensee, (either by phone or in person) prior to executing the MTA. Following such review conference, the Office of Technology may approve (or disapprove) such proposed transfer and execute the MTA in its sole discretion. Institution shall provide Licensee with a copy of each such MTA in no less than 5 business days following its mutual execution.



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7.3 MTA Monitoring. Licensee will monitor activity under the Institution's MTAs for First Selected Materials for compliance with the terms and conditions of the MTAs it has been provided a copy of, and will report to Institution any material non-compliance it identifies, including Licensee's recommendations for addressing such non-compliance in accordance with the applicable policies and guidelines of the Northwest Potato Variety Development Committee. Institution will determine, in its sole discretion, whether to pursue enforcement action with respect to any such non-compliance.

**8. Third Party Infringement.**

8.1 Notice of Infringement. Should either party to this Agreement learn of unlicensed Cultivar production or marketing, or other infringement of the Intellectual Property Rights, that party shall immediately notify the other party in writing to that effect and the parties shall review and discuss how to most effectively address such infringement.

8.2 Infringement Actions by Licensee. During the term of this Agreement, Licensee shall have the right, but shall not be obligated, to prosecute at its own expense all infringements of the Intellectual Property Rights in the Field of Use if Licensee has notified Institution in writing of its intent to prosecute; provided, however, that such right to bring such an infringement action shall remain in effect only for so long as the License granted herein remains in effect. Before Licensee commences an action with respect to any such infringement, Licensee shall contact Institution to obtain Institution's view concerning any potential effects such an action may bring. Institution shall have a continuing right, but not an obligation, to intervene in any infringement suit involving the Intellectual Property Rights brought by Licensee against a third party. Licensee may not take any action to compel Institution to initiate a suit or to join any infringement suit. Licensee may request that Institution join in such suit if necessary to avoid dismissal of the suit. Neither Licensee nor any attorney engaged by Licensee shall prosecute the infringement in the name of the Institution, the State of Idaho, or any entity of the State of Idaho, nor purport to act as legal representative of the Institution, the State of Idaho or any entity thereof, without the prior written consent of Institution, and other state officials as necessary. No settlement, consent judgment or voluntary final disposition of the suit may be entered into without the consent of Institution, which consent shall not be unreasonably withheld, conditioned, or delayed. The Institution may, at its election, assume its own defense and settlement in the event the Institution determines that Licensee is prohibited from representing the Institution or is not adequately protecting its interests. Any settlement or other conclusion resulting in any recovery or damages for past infringement derived therefrom that is beyond the costs incurred by Licensee shall be treated as Licensing Proceeds as defined in Section 1 above.

8.3 Infringement Actions by Institution. If Licensee fails or elects not to prosecute an infringement action within six (6) months after the notice described in Section 8.1, Institution shall have the right, but shall not be obligated, to prosecute at its own expense any infringement of the Intellectual Property Rights, and Institution may, for such purposes, use the name of Licensee as a party plaintiff, without expense to Licensee, subject to approval by the Licensee's Board of Directors. In any such settlement or other conclusion, by litigation or otherwise by Institution, Institution may retain all recoveries derived therefrom.

8.4 Cooperation in Prosecution. In any infringement suit either party to this Agreement may institute against a third party to enforce the Intellectual Property Rights pursuant to this Agreement, unless otherwise agreed, the instituting party shall indemnify and hold harmless the other party from any expenses, fees, charges, or other costs related to or arising from such action, and the other party shall, at the request and expense of the party initiating such suit, cooperate in

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all respects and, to the extent practicable, have its employees testify when requested and make available relevant records, papers, information, samples, specimens and the like. Institution's indemnification obligations under this Section 8.4 are subject to the limitations and restrictions of the Idaho Tort claims Act, IC 6-901 through 6-929.

**9. Indemnification.**

9.1 Indemnification by Institution. Subject to the limitations of the Idaho Tort Claims Act, IC 6-901 through 6-929.

the Institution shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, Licensee, its officers, employees or agents against any liability, costs, and expenses (including attorneys' fees) for personal injury or damage to life or property arising from third party challenges to the Intellectual Property Rights, or arising from claims by third parties arising from Institution's breach of this Agreement, provided, however, Institution shall not be required to indemnify Licensee to the extent any such liability arises out of the acts of Licensee, its officers, employees or agents. Institution shall have control of the defense and settlement of any claim that is subject to this Section 9.1.

9.2 Indemnification by Licensee. Licensee shall indemnify the State of Idaho and Institution, and their officers, employees or agents against any liability, costs and expenses (including attorneys' fees) for personal injury or damage to life or property arising from Licensee's acts under this Agreement, provided, however, Licensee shall not be required to indemnify Institution to the extent any such liability arises out of the acts of Institution, its officers, employees or agents.

Licensee shall have control of the defense and settlement of any claim that is subject to this Section 9.2; however, neither Licensee nor any attorney engaged by Licensee shall defend the claim in the name of Institution, the State of Idaho or any agency of the State of Idaho, nor purport to act as legal representative of the Institution, the State of Idaho or any of its agencies, without first receiving from the Institution and the other state officials as needed, , in a form and manner determined by the Institution and/or the Stateal, authority to act as legal counsel for the Institution or the State of Idaho, nor shall Licensee settle any claim on behalf of the Institution or the State of Idaho without the approval of the Institution and other state officials as needed. . The Institution and/or the State of Idaho may, at its election and expense, assume its own defense and settlement in the event that the Institution and/or the State of Idaho determines that Licensee is prohibited form defending the Institution and/or the State of Idaho, or is not adequately defending the Institution and/or the State of Idaho's interests, or that an important governmental principle is at issue and the Institution and/or the State of Idaho desires to assume its own defense.

9.3 Condition on Obligation to Indemnify. Each party's obligation to indemnify the other as set forth in Sections 9.1 and 9.2 above is conditioned of prompt notification of any claim or threatened claim of which the indemnified party becomes aware that may be the subject of those sections.

9.4 Cooperation in Defense. In the event that either party is subject to a claim filed by a third party that is related to the performance of this Agreement, or any activity contemplated under or in connection with this Agreement, the other will reasonably cooperate in good faith in the investigation and defense of such claim. The party so cooperating will be reimbursed by the party against whom the claim is sought for any and all direct expenses actually incurred in cooperating as requested, if the cooperating party is not required to indemnify the party against whom the claim is sought for damages, costs and expenses arising out of the claim pursuant to the terms of this Agreement.

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**10. Confidentiality.**

- 10.1 Confidential Information. All information and tangible property provided to Licensee by Institution under this Agreement and clearly identified as “confidential,” “secret,” or the like shall be deemed “Confidential Information” of Institution. All information and tangible property supplied to Institution under the provisions of Section 4, and any other information provided to Institution by Licensee and clearly identified as “confidential,” “secret” or the like shall be deemed “Confidential Information” of Licensee.
- 10.2 Non-Disclosure. Each party (the “Receiving Party”) agrees to protect and keep secret the other party’s (the “Disclosing Party’s”) Confidential Information against disclosure to others with the same degree of care as it exercises with its own data of a similar nature, and agrees not to use the Disclosing Party’s Confidential Information for any purpose other than for the performance of this Agreement, provided that Institution has the right to share Confidential Information with any Tri-State Partner Institution.
- 10.3 Exceptions. The obligations of confidentiality provided in Sections 10.1 and 10.2 shall not apply to any information or property which: (a) is or becomes generally available to the public through no fault of the Receiving Party or its employees, consultants, agents, subcontractors or subsidiaries; (b) is published or disclosed by the Disclosing Party to the general public (including but not limited to, publication in trade or academic journals, or presentation at a trade or academic seminar, meeting, or similar events open to the general academic or trade community); (c) is disclosed by a third party having the lawful right to disclose same, without obligation of confidentiality to the Disclosing Party or its consultants or agents; (d) is required to be disclosed by the Receiving Party to a government agency for which the Receiving Party is unable to lawfully secure an obligation of confidentiality; (e) is approved for release by the Disclosing Party, and then only to the extent such written approval is granted; or, (f) is already known to or independently developed by Receiving Party.
- 10.4 Public Records Law. Licensee acknowledges and agrees that Institution’s obligations under this Section 10 may be limited by and subject to the Idaho Public Records Law, IC 9-337 to 9-350.

**11. Insurance.**

Licensee, during the term of this Agreement, will at its sole cost and expense obtain and keep in force a policy of commercial general liability insurance with bodily injury, death and property damage limits of at least \$1,000,000 in the aggregate. Further, in the event that Licensee provides Licensed Products to market or in any other way provides products for which it may have product liability exposure, it will obtain a policy of products liability with a limit of at least \$5,000,000. Each of such policies obtained by Licensee shall include an endorsement naming Institution as an additional insured insofar as this Agreement is concerned. The insurance carrier must be authorized to do business in the State of Idaho. Upon request of Institution at any time, and at reasonable intervals, Licensee will furnish a certificate of insurance, in form reasonably acceptable to Institution, evidencing such insurance and providing for at least thirty (30) days’ prior written notice to Institution of any cancellation, termination or change of such insurance coverage. Licensee shall file Certificates of insurance evidencing the coverage required above with the Institution’s Director of Business Services no later than fifteen (15) days after execution of this Agreement and annually thereafter. Such certificates shall provide that the insurer will give the Institution not less than thirty (30) days advance written notice of any material changes in or cancellation of coverage.

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**12. Warranties and Exclusion of Warranties**

- 12.1 Institution Warranties. Institution represents and warrants as follows: (a) this Agreement, when executed and delivered by Institution, will be the legal, valid and binding obligation of the Institution, enforceable against Institution in accordance with its terms; (b) other than the Federal Government interest, Institution is the owner of all right, title and interest in and to the Intellectual Property Rights licensed hereunder, and has not granted rights in or to the Intellectual Property Rights, except as set forth in Schedule 2.2; (c) to the best of the Institution's knowledge and belief, the Intellectual Property Rights are valid and do not infringe the proprietary rights of any third party; and (d) to the best of the Institution's knowledge and belief, the research which led to the filing of the Intellectual Property Rights was conducted solely by employees of Institution acting within the scope of their employment.
- 12.2 Licensee Warranties. Licensee represents and warrants as follows: (a) Licensee is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Idaho, and has all requisite corporate power and authority to execute, deliver and perform this Agreement; (b) this Agreement, when executed and delivered by Licensee, will be the legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms; and (c) the execution, delivery and performance of this Agreement by Licensee does not conflict with, or constitute a breach or default under, (i) the charter documents of Licensee, (ii) any law, order, judgment or governmental rule or regulation applicable to Licensee, or (iii) any provision of any agreement, contract, commitment or instrument to which Licensee is a party; and the execution, delivery and performance of this Agreement by Licensee does not require the consent, approval or authorization of, or notice, declaration, filing or registration with, any governmental or regulatory authority.
- 12.3 Negation of Implication. Except as otherwise expressly set forth in Section 12.2, Section 14, or elsewhere in this Agreement, nothing in this Agreement will be construed as:
- 12.3.1 a warranty or representation by Institution as to the validity or scope of any Intellectual Property Rights; or
  - 12.3.2 a warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of any intellectual property of third parties; or
  - 12.3.3 an obligation to bring or prosecute actions or suits against third parties for infringement (except to the extent and in the circumstances stated in Section 7); or
  - 12.3.4 an obligation to furnish any manufacturing or technical information outside the scope of this Agreement; or
  - 12.3.5 conferring a right to use in advertising, publicity, or otherwise any trademark or tradename of Institution.
- 12.4 Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, INSTITUTION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ANY INTELLECTUAL PROPERTY RIGHTS OR CULTIVARS OR LICENSED PRODUCTS HEREUNDER. INSTITUTION EXPLICITLY DISCLAIMS ALL WARRANTIES OF

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MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OF THE CULTIVARS OR LICENSED PRODUCTS UNDER THIS AGREEMENT.

- 12.5 No Incidental or Consequential Damages. IN NO EVENT SHALL EITHER INSTITUTION OR LICENSEE OR THEIR RESPECTIVE OFFICERS, MEMBERS, AGENTS OR EMPLOYEES BE LIABLE TO THE OTHER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER INSTITUTION SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT KNOW OF THE POSSIBILITY; provided, however, that the forgoing limitation shall not apply with respect to the parties' respective obligations to indemnify the other from third party claims as set forth in Section 9 above.

**VII. 13. Term and Termination.**

- 13.1 Term. Unless sooner terminated as set forth in Section 13.2 or 13.3 below, the initial term of this Agreement shall be for five (5) years from the Effective Date. The term will automatically extend for up two (2) consecutive, additional five (5) year periods, unless either party notifies the other party in writing of its intention not to extend, no later than ninety (90) days prior to the termination date of the then-current five year term. In no case shall the term of this Agreement, with extensions, extend beyond fifteen (15) years from the Effective Date, except upon the express written agreement of the parties.
- 13.2 Early Termination. If either party should at any time default or commit any breach of any covenant or any obligation of this Agreement, including but not limited to compliance with the provisions of Section 6 hereof (Diligence), and should fail to remedy any default or breach within sixty (60) days after written notice thereof by the other party, the injured party may, at its sole option, terminate this license by giving thirty (30) days notice in writing to the other party.
- 13.3 Automatic Termination. In the event an order for relief is entered against Licensee under the Federal Bankruptcy Code, an order appointing a receiver for substantially all of Licensee's assets is entered by a court of competent jurisdiction, or Licensee makes an assignment for the benefit of creditors, or a levy of execution is made upon substantially all of the assets of Licensee and such levy is not quashed or dismissed within thirty (30) days, or Licensee's membership votes to sell all or substantially all of its assets, or Licensee is dissolved by the vote of its membership, this Agreement and the rights, privileges and licenses granted hereunder shall automatically terminate effective the date of such order, or assignment, or in the case of such levy, the expiration of such thirty (30) day period, or membership vote in the case of sale of all assets or dissolution of the corporation, provided, however, that such termination shall not impair or prejudice any other right or remedy that Institution might have under this Agreement.
- 13.4 Matured Obligations Survive Termination; Return of Licensed Products. Termination of this Agreement for any reason shall not be construed to release either party from any obligation that matured prior to the effective date of such termination. Within thirty (30) days of the termination of this Agreement, Licensee shall duly account to Institution for inventory of Licensed Products in Licensee's possession as of the termination date, and either return them to Institution or certify in writing that they have been destroyed.
- 13.5 Assignment of Sublicenses following Termination. Upon termination of this Agreement for any reason, Institution shall have the right, at its option, to require Licensee to assign to Institution any or all of Licensee's sublicense agreements then in effect, and to assign and transfer to

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Institution all of the rights, privileges and licenses granted under such assigned sublicense agreements, provided that there then exists no circumstance that, with the giving of notice or the lapse of time or both, constitutes an event of default under any provisions of the sublicense agreement permitting termination of such sublicense for default. Licensee's rights under all sublicense agreements that are continued in effect at Institution's request under the provisions of this clause shall be deemed assigned to Institution effective on the date of termination of this Agreement, and Licensee agrees to execute any instrument reasonably requested to confirm such assignment. Such assignment of rights to Institution shall not impose any obligation on Institution other than to permit the exercise of the licenses granted by such sublicenses.

**VIII. 14. Use of Names and Trademarks.**

No party to this Agreement shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation or simulation of any of the foregoing) in advertising, publicity, or other promotional activities, except with the written permission of the other, and except with respect to Cultivars named by the Institution, which names Licensee shall have the right (but not the obligation) to continue using. Notwithstanding the foregoing, Licensee is encouraged to acknowledge that the Cultivars were developed by researchers at the Institution.

**15. Applicable Law.**

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Idaho, without giving effect to the conflict of law principles thereof, and applicable federal law.

**16. Third Party Beneficiaries.**

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties.

**17. Notices.**

All notices, demands, payments, reports or other writing provided for in this Agreement shall be deemed to have been fully given, made or sent when made in writing and delivered by hand or on the third (3<sup>rd</sup>) business day after being deposited in the United States mail, first class, postage paid, and addressed as follows:

To Institution:           Vice President  
                                  Finance and Administration  
                                  University of Idaho  
                                  P.O. Box 443168  
                                  Moscow, Idaho 83844-3168

With copies to:         Dean  
                                  College of Agricultural and Life Sciences  
                                  University of Idaho  
                                  P.O. Box 442331  
                                  Moscow, Idaho 83844-2331

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And for MTA's to:        Administrator  
                                 Potato Tissue Culture Lab

To Licensee:                President  
                                 Potato Variety Management Institute, Inc.  
                                 661 South Rivershore Lane  
                                 P.O. Box 1670  
                                 Eagle, ID 83616-9104

With a copy to:            Executive Director  
                                 Potato Variety Management Institute, Inc.  
                                 60830 Chickasaw Way  
                                 Bend, OR 97702

The address to which any notice, demand, payment or report or other writing may be given, made or sent to any party may be changed upon written notice given by such party to the other.

**18.     Integration; Separability.**

18.1    Entire Agreement; Non-Waiver. This instrument contains the entire and only agreement between the parties and supersedes all preexisting agreements between them regarding the subject matter herein, whether written or oral, including but not limited to the Interim License Agreement, which shall be deemed terminated by this Agreement. No modification, amendment, renewal, extension, waiver, discharge or termination of this Agreement shall be binding upon the party against whom enforcement of such modification, amendment, renewal, extension, waiver, discharge or termination is sought, unless made in writing and signed on behalf of such party by one of its contracting authorities. No waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other right arising under this Agreement.

18.1    Separability. The provisions of this Agreement shall be deemed separable. Therefore, if any provision of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or unenforceable as aforesaid shall substantially impair the value of the whole Agreement to either party.

**19.     Headings.**

The section headings contained in this Agreement are included for convenience and form no part of this Agreement between the parties.

**20.     Force Majeure.**

No party shall be liable for any default or delay in its performance hereunder caused by a contingency beyond its control, including, without limitation, war, restraints affecting shipping, strikes, lockouts, fires, accidents, floods, droughts, natural calamities, short or reduced supply of fuel or of materials or components, demands or requirements of the government or of any governmental agency, and restraining orders or decrees of any court or judge of competent jurisdiction.

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**21. Dispute Resolution.**

The parties hereto will attempt to settle any claim or controversy arising out of or relating to this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation, including but not limited to referring such claim or controversy to the senior executives of each party. Any action or suit brought by the parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Latah County for the State of Idaho in Moscow, Idaho. Licensee hereby consents to the in personam jurisdiction of such court, waives any objection to venue in such court, and waives any claim that such forum is an inconvenient forum; provided, however, that if a claim must be brought in federal forum, then it will be brought and adjudicated solely and exclusively within the United States District Court for the District of Idaho. In no way will this Agreement be construed as a waiver by Institution or the State of Idaho of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. BY EXECUTION OF THIS AGREEMENT, LICENSEE HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SUCH COURT.

**22. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.

[remainder of page intentionally left blank; signatures on following page]



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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IN WITNESS WHEREOF, Institution and Licensee have executed this Agreement, in duplicate originals, by their respective duly authorized officers hereunto duly authorized, on the Effective Date set forth above.

**INSTITUTION:**  
*THE BOARD OF REGENTS OF THE  
UNIVERSITY OF IDAHO*

**LICENSEE:**  
*POTATO VARIETY MANAGEMENT  
INSTITUTE, INC.*

A.

\_\_\_\_\_ Date: \_\_\_\_\_  
Lloyd E. Mues, Vice President  
Finance and Administration

\_\_\_\_\_ Date: \_\_\_\_\_  
Patrick Kole, President

Acknowledged by:

\_\_\_\_\_ Date: \_\_\_\_\_  
John Hammel, Dean  
College of Agricultural and Life Sciences

\_\_\_\_\_ Date: \_\_\_\_\_  
Craig Sheward, Director  
Office of Technology Transfer  
Oregon State University

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**SCHEDULE 2.1**

**Cultivars**

Potato Variety		
Bannock Russet		
Ivory Crisp		
Gemstar Russet		
Gem Russet		
Summit Russet		
Ida Rose		
Defender		
Alturas		

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**SCHEDULE 2.2**

**Existing Licensees**

Existing Contracts:

1. Arnott's Snackfood Master License entered into 5/3/04  
(non-exclusive)
2. C. Meijer B.V. Master License entered into 1/27/05 (exclusive)
3. Lamb-Weston/Con Agra Foods Master License entered into 3/16/04 (non-exclusive)
4. Kohm and Spychalla, LLC, License Agreement, entered into 12/5/04 (non-exclusive)
5. Cradle Isle Entrprises, LTD, Non-Exclusive License Agreement, entered into 1/14/05
6. Agri-Research, LTD, Non-Exclusive License Agreement, entered into 4/28/04
7. Rockyview Nuclear Tubers, Non Exclusive License Agreement, entered into 4/22/04
8. Summit Plant Laboratories, Inc., Non-Exclusive License Agreement, entered into  
1/24/05
9. Valley Tissue Culture, Non-Exclusive License Agreement, entered into 4/9/04
10. Western Marketing, LLC, Exclusive License Agreement, entered into 1/31/05
11. Potandon Produce, LLC, Exclusive License Agreement, entered into 6/11/04
12. Idaho Variety Propagation Association, Exclusive License Agreement, entered into  
2/23/04

**SCHEDULE 3.1**

**PVP Costs**

TBD

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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**EXHIBIT A**

**UI/USDA-ARS AGREEMENT**

**[insert photocopy]**

**Pending**

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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**

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.

8. Intellectual Property

The chief executive officer may license intellectual property rights of their respective institutions, school and agencies up to (to be developed as the intellectual property policy is finalized).

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

Idaho State Board of Education  
**GOVERNING POLICIES AND PROCEDURES**  
SECTION: V. FINANCIAL AFFAIRS  
Subsection: M. Intellectual Property

April 2002

**M. Intellectual Property**

3. Intellectual Property Transfer

- a. The State Board of Education and the Board of Regents of the University of Idaho delegate to Idaho's postsecondary educational institutions the right to transfer and convey ownership in intellectual properties developed within the institutions under the patents and copyright rule. This rule will allow the institutions to play appropriate roles in knowledge transfer and economic growth and development. Under this rule, the institutions may:
  - (1) Grant rights to owned intellectual properties to research foundations for further development or transfer.
  - (2) Themselves act as licensors to convey intellectual property rights to commercial ventures.
  - (3) Grant exclusive rights to a licensee.
  - (4) Collect and disburse license payments to inventors and their departments and colleges, as well as to their institutions, for the general support of research within the institutions.
  - (5) Permit institutional employees the right to participate in ownership and governance of companies licensed by the institutions to produce and market the discoveries, provided the conflict of interest rules are followed.
- b. Each of Idaho's postsecondary institutions shall, within twelve (12) months of the promulgation of this rule, submit its policy on the transfer of intellectual properties (technology transfer) for State Board review and approval. At a minimum, the policy should include:
  - (1) The name of the institutional position (or office) with the authority and responsibility for carrying out the policy and binding the institution contractually.
  - (2) Policy and plans for patent acquisition (i.e., who initiates, who pays the lawyers, and an enumeration of the duties, responsibilities, and a process for settling debates).

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- (3) The range of allowable institutional involvement in the transfer process (i.e., from licensing to acceptance of institutional ownership interests, continued development in institutional facilities for the benefit of the licensee, business planning or production assistance).
- c. The appropriate officer of each postsecondary institution shall report, two (2) weeks in advance of the State Board meeting, on patent, copyright, and technology transfer activities that have occurred at the institution since the prior meeting of the Board. With respect to patents, the report shall include what public notice was given prior to the licensee(s) being selected. Further, that report will also indicate whether employees of the institution or its respective research foundation have a financial interest in the company to which the intellectual property was transferred. Terms of any license or technology transfer contract will be made available in confidence upon request for inspection by the State Board.

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO**

**SUBJECT**

Request approval for a three year renewal of Verizon Centrex contract for local telephone services

**REFERENCE**

March 2004                                      Board approved University of Idaho Renewal of 3-year Verizon Contract

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Policies and Procedures, Section V.I.3

**BACKGROUND**

The University of Idaho has contracted for local Centrex services from Verizon (GTE) since 1994. Centrex is a solution whereby Verizon provides all telephony switching equipment, inter-building and inter-facility transport infrastructure, maintenance, repair, activation, deactivation, and location changes for those facilities based upon a monthly per line fee. The university maintains all intra-building infrastructure and equipment and works in very close coordination with Verizon to provide telephony services to the campus.

**DISCUSSION**

The University entered into the original contract with Verizon for Centrex services on April 4, 2004. This contract expired on March 14, 2002. The parties entered a new one year contract (ICB#ID0201155/ID9901110) signed by UI on January 29, 2003. This new contract provided approximately \$40,000 annual savings to the university over the previous pricing, was updated to reflect newer technologies, and provided tiered pricing that allows the university much more flexibility to pursue new solutions without long-term commitments.

Amendment 1 (ICB# 2003-248530), signed by UI on June 18, 2003, provided reduced feature pricing. Amendment 2 (ICB# 2004-275479), signed by UI on February 23, 2004, extended the agreement for two-months, pending Board approval. Amendment 3 (ICB# 2004-276479), approved by the Board on March 11, 2004, and signed by the UI on March 18, 2004, extended the agreement for three years and provided more favorable pricing than previous agreements.

The University is requesting approval of Amendment #4 (ICB# 2006-383318/ID0201155), which will extend the contract for another three years. The pricing is the same as agreed to in Amendment #3 and includes reduced pricing for vacation service (inactivating phone lines during the summer months) and no-cost monthly traffic reports.



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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO – continued**

Based on current service levels, local service fixed costs under this contract will be approximately \$696,073 annually. (These costs do not include one-time variable costs for services such as new installations, location changes, software configuration changes, voice mail, and other miscellaneous charges that are for tariffed services that are not part of the contract. Those costs average \$1,000 - \$3,000 monthly.) Thus, the total approximate value of this contract over the three year period is \$2,088,219.

**IMPACT**

Approval of this agreement will allow the university to continue to receive local telephony communication services from Verizon at a cost effective rate. Verizon is the only local service provider available for this service. The impact of a non-approval of this agreement would cause the telephony rates for the university to revert to the State Centrex pricing agreement with Verizon which is currently \$9.99 per line for every line. This would increase the university's annual costs by approximately \$277,000 compared to the current agreement.

With the emergence of new technologies, the University of Idaho is in the process of researching alternative solutions with the intended purpose of identifying more cost effective methods of providing voice communications. The extension of this agreement will allow the university to pursue other solutions while maintaining current levels of service.

**ATTACHMENTS**

All follow this page

Attachment 1 - Agreement (ICB#ID0201155), signed 1/29/03

Attachment 2 - Amendment 1 (ICB# 2003-248530), signed 6/18/03

Attachment 3 - Amendment 2 (ICB# 2004-275479), signed 2/23/04

Attachment 4 - Amendment 3 (ICB# 2004-276479), signed 3/18/04

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed the proposed agreement and believes the contract is in the best interests of the University of Idaho.

Staff recommends approval.

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**BOARD ACTION**

A motion to approve a three-year renewal amendment to contract ICB# 2006-383318/ID0201155 between the Regents of the University of Idaho and Verizon and to authorize the University of Idaho Vice President for Finance and Administration to sign a contract amendment that is in substantially the same form as the amendment submitted with this agenda item.

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

## AGREEMENT

This Agreement is entered into between Verizon Northwest Inc. in its capacity as a local exchange carrier (Verizon), located at 1800 41<sup>st</sup> Street, Everett, Washington 98201, and The Regents of the University of Idaho (Customer) located at 415 W. Sixth Street, Moscow, Idaho 83844. Verizon and the Customer are each individually referred to as "a Party" and collectively referred to as "the Parties."

In consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. **Services.** Verizon shall provide to Customer Centranet and other Services (the Service) at the rates, charges and terms set forth in this Agreement and in Attachment A, which are collectively referred to as this "Agreement." All facilities furnished by Verizon under this Agreement shall remain the property of Verizon.
2. **Term.** The term period shall be for one (1) year from the in-service date.

The Parties agree that this Agreement may be extended for two (2) additional one-year periods upon mutual agreement of the parties. The Parties shall document their concurrence to extend this Agreement by written confirmation signed and dated by both Parties at least 30 business days prior to the expiration of the then current term period.

Unless notified by Customer to cease delivery of Service upon expiration of this Agreement, the Service will revert to tariffed rates, if there is a tariffed rate available and no new agreement for the Service is effective as set out in Paragraph 3. Service will be disconnected as of the expiration date of this Agreement if there is no tariffed rate available and there is no new effective agreement for the Service.

3. **Effective Date.** This Agreement shall be effective upon execution by both Parties. This Agreement shall be filed with the Idaho Public Utilities Commission (Commission).

Customer acknowledges that the Service cannot be provided until the Agreement is fully executed and effective.

4. **In-Service Date.** The in-service date for the Service in this Agreement will be December 31, 2002 provided the Agreement is fully executed and effective on or before December 31, 2002.
5. **Commission/Tariffs/Other Applicable Charges.** This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its lawful jurisdiction.



This Agreement is subject to allowable federal, state and local surcharges and taxes.

This Agreement is governed by and subject to the terms and conditions contained in applicable Verizon tariffs unless such tariffs are expressly inconsistent with the express terms of this Agreement, in which case the terms of this Agreement shall apply.

6. **Payment.** Subject to Commission rules concerning back billing of charges, Customer shall be responsible for payment of all rates and charges from the in-service date of the Service notwithstanding any delay in the issuance of bills for services provided. Billing for the Service will be monthly, in advance, and payment is due within thirty (30) days of the billing date. Nonrecurring charges, when applicable, will be billed upon in-service.

7. **Access.** Verizon and its authorized employees and contractors shall have the right of ingress to and egress from the Customer's premises where its facilities are installed in order to provide the Service, in accordance with Customer's reasonable security procedures.

8. **Facilities and Equipment.** Verizon is not responsible for interconnection or compatibility of any of Customer's premise equipment with the Service provided under this Agreement. Verizon will terminate the Service on Customer's premise at the established demarcation point, as set forth in Exhibit 1. Verizon shall retain ownership of all facilities necessary to provide the Service to the established demarcation point, including specially constructed facilities, as defined in Attachment A, Note #10. Any extension of the Service beyond the demarcation point will be covered by separate agreement between Verizon and Customer.

9. **Default.** If Customer defaults in the payment of any amounts due hereunder, or violates any other provision of this Agreement, and if such default or violation is not cured within thirty (30) days after notice thereof from Verizon, Verizon may terminate this Agreement forthwith without any liability on the part of Verizon, and Customer shall be liable for any unpaid charges for the service incurred up to the time of the termination, plus any applicable basic termination liability charges as set forth in Attachment A.

10. **Limitation of Liability.** The liability of Verizon for any losses or damages arising out of the Services or this Agreement, including but not limited to defects, errors, delays, mistakes, omissions, or interruptions shall in all instances be limited to the pro rata charges to Customer for the periods during which the Service is so affected. Verizon shall in no instance be liable to Customer for any general compensatory, consequential, indirect, incidental, special or punitive damages, including but not limited to revenues or lost profits.



11. **Force Majeure.** Verizon's performance under this Agreement, or any obligation hereunder, shall be excused if said performance or obligation is prevented, restricted or interfered with due to any cause(s) beyond the reasonable control of Verizon or by reason of acts of God, war, revolution, civil commotion, acts of public enemy, embargo, fire, explosion, vandalism, cut cable, inclement weather, earthquake, acts of the Government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of facilities or equipment. Verizon shall not be liable for any delay or failure in its performance during the occurrence of such circumstances.

12. **Hazardous Substances.** Except as disclosed to Verizon in writing, Customer is not aware of any asbestos or other hazardous substance, as defined by any applicable state, federal or local hazardous waste or environmental protection law, as enacted or subsequently amended, with which Verizon may come into contact on Customer's premise in the course of performing work necessary to provide the Service. If during the performance of its obligations under this Agreement Verizon's employees, agents or contractors encounter any such substance on Customer's premises, Customer agrees to take whatever action is necessary, at its own expense, to remove or contain the asbestos or other hazardous substance(s) and to ensure the premises are tested to confirm that exposure does not exceed any applicable permissible exposure limit. Removal or containment shall comply with all applicable laws and regulations, and Verizon's agents, employees or contractors shall not be required to continue performance under this Agreement until abatement and/or encapsulation has been completed. Performance by Verizon of its obligations under this Agreement shall be extended day for day for any delay caused by such removal or containment. Customer's failure to remove or contain hazardous substances shall be sufficient justification for Verizon to refuse to perform the work affected by the hazardous substance(s) without liability to Customer. In the event of such termination, Customer agrees to reimburse Verizon for its actual expenses, if any, incurred in performing this Agreement until termination, in addition to the charges for Service rendered.

13. **Customer Indemnification.** Customer shall indemnify, defend and hold harmless Verizon against any claim, suit or dispute for libel, slander, infringement of patent, copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted pursuant to the Service.

14. **Notice.** Any notice under this Agreement shall be in writing and be delivered in person or by a public or private courier (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to Customer:

Attn: Vice Provost for Library and Information Technology and Chief Information Officer  
University of Idaho



Mail Stop 443163, Admin Bldg., Rm 104  
Moscow, ID 83844-3163  
Voice: (208) 885-4985  
Facsimile (208) 885-5050

With copies to:  
Attn: Vice President for Finance and Administration  
University of Idaho  
Mail Stop 443168, Admin Bldg., Rm 211  
Moscow, ID 83844-3168  
Voice (208) 885-6174  
Facsimile (208) 885-5504

Attn: Executive Director for Information Technology Services  
University of Idaho  
Mail Stop 443155, Admin Bldg., Rm 140  
Moscow, ID 83844-3155  
Voice (208) 885-6721  
Facsimile (208) 883-7539

If to Verizon:  
Dan Ralls  
Verizon Northwest Inc.  
2115 Government Way  
PO Box C-6000  
Coeur D Alene, ID 83816-1924  
Phone (208) 765-4274  
Facsimile: (208) 765-7990

With copies to:  
Counsel – Enterprise Sales  
Verizon Corporate Services  
One Verizon Way, CA500LB  
Thousand Oaks, CA 91362-3811  
Facsimile: (805) 373-7515

Verizon Enterprise Sales Contracts Repository  
MC: HQW02L25  
700 Hidden Ridge  
Irving, Texas 75038  
Facsimile (972) 718-5893

Any notice shall be deemed to have been given on the earlier of (a) actual delivery, (b) the date of mailing by certified mail, or (d) the day facsimile delivery is verified.



15. **Modification/Waiver.** Paragraph 3 shall apply to this Agreement and to any subsequent changes, modifications or waivers, including applicable amendment(s). Any changes or modifications to this Agreement must be in writing, executed by both Parties, and timely filed with the Commission. Changes or modifications to this Agreement, in writing and fully executed, shall become effective as set out in Paragraph 3. The waiver of any term or condition under this Agreement by either Party is not a waiver of any other term or waiver of the same term at any other time. Any waiver must be in writing, executed by both Parties, and timely filed with the Commission. Waivers, in writing and fully executed, shall become effective as set out in Paragraph 3.

16. **Assignment.** Neither this Agreement nor any interest herein of Customer may be assigned, or in any manner transferred by Customer without the prior written consent of Verizon. Any attempted assignment or transfer in contravention of the preceding sentence shall be null and void.

17. **Resale.** Customer shall not under any circumstances resell the Service provided under this Agreement (see Note 8 in Attachment A).

18. **Captions/Headings.** Section or paragraph headings contained in this Agreement or any Addendum are for reference purposes only and shall not affect the meaning or interpretation of this Agreement or any Addendum.

19. **Construction.** This Agreement and the provisions contained in it, shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

20. **Governing Law.** This Agreement shall at all times be governed by the laws of the State of Idaho, excluding its choice of law rules, and by the regulations of the Commission.

21. **Entire Agreement.** Except for written amendments, supplements or modifications made after the execution of this Agreement in accordance with Paragraph 15 hereof, this Agreement represents the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior negotiations, representations and agreements, either oral or written, made by or to any employee, officer, or agent of any Party, concerning regulated network services, including the agreement executed by the Parties on April 4, 1994, the First Amendment executed December 13, 1999 and filed with the Commission December 17, 1999 (SC5-99) and the Second Amendment executed March 14, 2002 and filed with the Commission March 19, 2002 (SC3-02) as such relate to Verizon's provision of regulated network services.

In addition to the regulated network services, the prior (1994) agreement included CPE as well as provision for leased space on Customer's premise for certain Verizon-owned and controlled network switching and other network facilities. The prior agreement will remain in full force and effect until it expires December 31, 2002 for the sole, limited purpose of addressing the CPE and other non-regulated activity until such time as the



Parties complete a new, separate agreement for such non-regulated business activity. The prior agreement will be deemed superseded by this Agreement, when this Agreement is effective and in-service, for purpose of the regulated network services.

22. **Authority.** The persons signing this Agreement on behalf of the Parties represent and warrant to have the respective Party's authority to execute this Agreement, and shall indemnify the other Party for any lack of such authority.

23. **Confidentiality.** Customer requests that its identity be kept confidential and not publicly disclosed by Verizon or the Commission, unless required by law.

24. **Equal Opportunity.** Verizon agrees not to discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin, disability, ancestry or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach of this Agreement.

25. **Severability.** Customer and Verizon agree that if any term of this Agreement is held invalid, unlawful, or otherwise unenforceable, such holding shall not affect the validity of the remaining terms except to the extent reasonably necessary to preserve the intent of the parties as expressed herein. If any such invalidity prevents substantial performance of this Agreement by either party, Verizon or Customer may cancel this Agreement without penalty.

VERIZON NORTHWEST INC.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_





**ATTACHMENT A  
UNIVERSITY OF IDAHO  
One (1) Year Term**

Customer must sign and date this Agreement on or before December 27, 2002 or the proposed Service arrangement and price will no longer be available. This Agreement will not be considered fully executed until signed by both Customer and Verizon.

Customer is currently receiving service under an agreement which will expire December 31, 2002. If this Agreement is signed and returned to Verizon on or before December 27, 2002, Verizon will sign so as to permit this Agreement to be effective and placed in-service December 31, 2002 as set forth in Paragraph 4 above, and Customer's existing agreement will terminate. If Customer chooses not to sign this Agreement by the date specified (December 27, 2002), Customer will continue to receive services under the existing agreement through December 31, 2002.

**Description of Service:**

Verizon will provide analog and digital CentraNet lines, ISDN B-Voice Channel, B-Data Channel, Multiline Business Key System (MBKS) Deluxe, Station Message Detail Recording, and Customer Moves and Changes.

**Location(s) of Service:**

See attached Exhibit 1, Locations of Service

**Charges:**

**Monthly Recurring Charges (MRC)**

**Service**

**MRC**

**ANALOG CENTRANET (Tariffed Service / Rate)**

4501+ lines	\$5.75/line
3001-4500 lines	\$6.00/line
2001-3000 lines	\$6.25/line
1001-2000 lines	\$6.75/line
501-1000 lines	\$7.00/line

**FEATURE GROUPS (Non-Tariffed Service Offering)**

Feature Group Administration	\$2.50/line
Feature Group Student Basic	\$0.90/line
Feature Group Student Enhanced	\$1.50/line

Feature Groups are more fully defined in Exhibit 2 attached hereto.

The Feature Groups as configured and provided to Customer under this Agreement, are not presently available in Verizon's tariff. As such, in the event of any termination of this Agreement, the Feature Groups provided hereunder (Administration, Student Basic and Student Enhanced) will terminate and Customer will have access to any then current Feature Groups available under tariff.



**ATTACHMENT A  
UNIVERSITY OF IDAHO  
One (1) Year Term**

**CENTRANET ISDN (Non-Tariffed Service Offering)**

Multipoint Line Access	\$15.00/line
B-Voice, per channel	\$3.00/line
B-Data, per channel	\$7.00/line
MBKS Deluxe	\$5.00/line
Singlepoint Line Access	\$14.00/line
B-Voice, per channel	\$3.00/line
B-Data, per channel	\$7.00/line
MBKS Deluxe	\$5.00/line

**STATION MESSAGE DETAIL RECORDING (SMDR) (Tariffed Service Offering)**

per line \$0.40/line

**CUSTOMER MOVES AND CHANGES (CMAC) (Tariffed Service Offering)**

per line \$0.40/line

**Note:** SMDR, per line, is the same service as was previously provided as ICA and billed in blocks of 1,000. ICA is no longer provided in the old format. The CMAC pricing is now offered on a per line basis as opposed to the per system pricing previously offered.

The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal fees, taxes, surcharges or other applicable tariffed charges.

\*This Agreement covers existing services and related quantities of services (as of November 22, 2002, CentraNet line count of 4960, ISDN line count of 243). SMDR and CMAC Services will be applied to specific lines which the Customer will designate and the charges will apply, on a per line basis, only to those designated lines placed in-service. Nonrecurring Charges are not applicable for the services installed as of the Effective Date of this Agreement. Tariffed rates for Nonrecurring Charges will apply to Service (additional quantities and/or new locations, moves or changes) added after the Effective Date of this Agreement.

**Minimum Quantity Requirement:**

In the event Customer's combined in-service quantity of Analog CentraNet and ISDN Multipoint and Singlepoint lines falls below one thousand (1000), the basic termination liability charge below is applicable for the quantity of Service reduced and will be calculated based upon the total number of lines below 1000.

To maintain the pricing set forth in this Agreement, Customer must maintain a combined minimum quantity of five hundred and one (501) Analog CentraNet and ISDN Multipoint and Singlepoint lines in-service at all times during the term of this Agreement. In the event Customer's Analog CentraNet and ISDN Multipoint and Singlepoint lines falls below five hundred and one (501), basic termination liability will apply, the Agreement



**ATTACHMENT A**  
**UNIVERSITY OF IDAHO**  
**One (1) Year Term**

will terminate and Service will revert to applicable tariff (including tariff rates, terms and conditions) if a tariff service offering is available. If no tariff service offering is available, any Service defined in this Agreement as a non-tariffed Service offering will terminate.

**Notes:**

1. The Electronic Directory provided as a service option under the previous agreement is no longer a Customer requirement and is not included in this Agreement. "Extra Numbers" provided under Customer's prior Agreement are currently available in Verizon's tariff as Pseudo Numbers. If required by Customer, Customer may purchase Pseudo Numbers pursuant to applicable tariff.
2. Network Access Registers (NARs) are provided pursuant to applicable tariff and will be billed separately at prevailing tariff rates.

For NARs and all other tariffed rates/charges, tariff rates/charges are subject to change and Customer will be billed applicable prevailing business tariffed rates/charges.

3. Customer may add additional Locations of Services to this Agreement, if the additional Locations of Service are in Verizon's established exchange service area in the State of Idaho and the Service is technically and commercially available at the additional Location of Service. Additional Locations of Service and additional quantities to the Locations of Service shown below may be added using Verizon's established ordering procedures. Additional Locations of Service (Service locations and quantities) will be applied toward the minimum quantity requirement of this Agreement and will be subject to the terms of this Agreement, including applicable minimum quantity requirements and termination liability provisions. Any Locations of Service or additional quantities of Service added during the term of the Agreement will be coterminous with the Agreement.
4. Although it is the Parties intention and understanding that Customer will make all reasonable efforts to secure funding for this Agreement and the Services, Customer's purchase obligations under this Agreement are subject to the appropriation of funds from the State of Idaho, which appropriation is in the State of Idaho's sole discretion, from revenues legally available to the Customer for the ensuing fiscal year(s) for the purposes of this Agreement. The Customer agrees to notify Verizon, in writing, of any non-appropriations of funds at least thirty (30) calendar days prior to the date on which such Service is to be terminated and actually removed from service. Customer will be obligated to pay Verizon for Services provided to the Customer up to and including the date on which Service is removed and actually terminated, but no early termination charge will accrue to the Customer in the event this section is exercised and the Agreement and Services terminated. This termination for non-appropriation of funds shall not be construed so as to



**ATTACHMENT A**  
**UNIVERSITY OF IDAHO**  
**One (1) Year Term**

permit Customer to terminate this Agreement in order to acquire similar or replacement services from a third party.

5. Verizon understands that Customer's permission, by the Director of Facilities Maintenance and Operations, must be granted before proceeding with any installation work on utility poles, disturbance to campus grounds or the performance of any task necessitating cutting into or through any part of Customer's building structure. Customer warrants that it has obtained all authorizations, if appropriate, from lessors, lenders, or other third parties necessary for Verizon to provide the Service under this Agreement. Verizon is not responsible for any delay in performance of the Services which results from Customer's failure to provide required permission or obtain required authorizations.
6. Verizon affirms that it is currently properly licensed, as required in the State of Idaho, as a provider of telecommunications services, equipment, and products.
7. Maintenance for the Services provided pursuant to this Agreement are provided pursuant to Verizon's then current applicable Idaho PUC tariff No.8, Section III, Page 3.
8. As set forth in Section 17, Resale, Customer is not permitted to resell the Services provided under this Agreement. Customer is permitted to make the Services available for use by its authorized users, including those users who live in, occupy or use property owned or controlled by the Customer or use the Services for Customer-related University business, consistent with this Agreement. Customer is Verizon's only customer of record for the Services and this Agreement. Use of the Services by other users shall not create any Verizon obligation to, or any right of action on behalf of, any such third party.
9. Verizon shall follow and comply with all published rules and regulations of the Customer which are provided to Verizon in writing in advance of the commencement of Services hereunder. The University reserves the right to require the removal of any on-site Verizon worker who does not comply with such published rules and regulations. Verizon agrees to use reasonable efforts to replace any Verizon worker removed by Customer as quickly as possible, however, in such event, Verizon shall not be responsible for any delay in performance caused by the removal and / or replacement of a Verizon worker at the request of Customer.
10. As set forth in Section 8, Facilities and Equipment, Verizon retains ownership of all facilities necessary to provide the Service to the established demarcation point as set forth in Exhibit 1, including specially constructed facilities. "Facilities" are defined as any Verizon equipment, cables,



**ATTACHMENT A  
UNIVERSITY OF IDAHO  
One (1) Year Term**

termination blocks, etc. required to deliver Central Office based  
CentraNet/ISDN Digital services to Customer.

**Basic Termination Liability Charges:**

If for any reason, except non-appropriation of funding as set out in Note No. 4 above, Customer terminates or reduces the Service prior to the expiration of the term of this Agreement, at the time of reduction or termination of Service Customer shall pay to Verizon an amount equal to twenty-five percent (25%) times the number of lines terminated below 1000 lines (as detailed in the Minimum Quantity Requirement paragraph above), times the monthly charge (per line, including line and feature group charges), times the number of months remaining in the term.

The termination liability will not apply if (1) Verizon and Customer execute a new agreement for network services wherein the monthly recurring charges equal or exceed the monthly recurring charges under this Agreement; or (2) Verizon and Customer execute a new agreement for the Service covered in this Agreement, or for increased quantities of the Services provided to the same locations for a greater period of time than the remaining term period for this Agreement. In all cases, any new agreement will be handled in the manner described in Paragraphs 3 and 15 above, including timely filing with the Commission.

Any termination liability charge is due and payable in one lump sum within thirty (30) days of billing.



**EXHIBIT 1  
UNIVERSITY OF IDAHO  
SERVICE LOCATIONS AND DEMARCATION POINTS**

<b>BLDG. I.D. #</b>	<b>BLDG. NAME</b>	<b>ADDRESS</b>	<b>TERMINAL</b>
<b>Moscow, Idaho 83844 (Main Campus)</b>			
000	Parker Farm	3751 Parker Road	302P41
001	Administration Building	851 Campus Dr.	553P-S1
003	Art & Architecture North	901 University Ave.	551P4-S2
004	Archie Phinney Hall	701 S. Line St	552P5-S5
005	Food Research Center	860 Idaho Ave.	552P5-S4
006	Graduate Art Studio	670 Nez Perce Dr.	553P6-S2
007	Continuing Ed.	1210 Blake Ave.	51P6-S1
009	Life Science North	820 Pine St.	582P3-S2
010	Alumni Center	1212 Blake Ave.	1505P3
011	Power Plant	876 W. 6 <sup>th</sup>	570P2-S3
012	Student Health Service	831 Ash St.	551P6-S1
014	Menard Law Building	711 Rayburn St.	587P3
015	Memorial Gym	1001 University Ave.	556P2
016	Art & Architecture	835 Pine St.	551P6-S4
017	Morrill Hall	820 Idaho Ave.	582P5
018	Ridenbaugh Hall (Music Annex)	601 Campus Dr.	553P7-S2
019	Life Science South	770 University Ave.	582P2-S2
020	Student Union Building	709 Deakin Ave.	552P19-S4
021	Carol Ryrie Brink Hall	801 S.Line St.	552P5-S5
022	Art & Architecture Building	921 Campus Dr.	553P1-S2
025	Ag. Science Building	606 Rayburn St.	570P8-S2
026	Hampton Music Building	1010 Blake Ave.	553P11
028	Jansen Engineering Building	840 W. 7th.	572P3-S2
029	Johnson Elect. Engr.	620 S. Line St.	572P6
030	Niccolls Home EC.	751 Campus Dr.	553P6-S2
032	Library	850 Rayburn St.	595P1
033	Holm Vet. Science Building	2222 W. 6th	546P11-S2
034	Steele House	1150 Blake Ave.	553P10-S1
035	J.W. Martin Lab	1355 W. 6th	515P9-S4
036	Radio- T.V. Center	901 Campus Dr.	553P4-S6
038	College of Mines Building	825 W. 7th	552P11-S4
039	McConnell Hall	1020 W.6th	578P2-S2
041	Shoup Hall	1028 W. 6th	578P5
042	Targhee Hall	1305 Blake Ave.	408P15-S2
043	College of Education Building	901 Campus Dr.	555P1-S1
044	Industrial Education Building	404 Sweet Ave.	516P5-S2
046	Campus Police Substation	880 W. 3rd	550P9-S2
047	Renfrew Hall	804 Rayburn St.	570P9-S3
048	UI Foundation Office of Development	619 Nez Perce Dr.	517P11-S2



**EXHIBIT 1  
UNIVERSITY OF IDAHO  
SERVICE LOCATIONS AND DEMARCATION POINTS**

<b>BLDG. I.D. #</b>	<b>BLDG. NAME</b>	<b>ADDRESS</b>	<b>TERMINAL</b>
<b>Moscow, Idaho 83844 (Main Campus)</b>			
049	Engr. Isotopes Research Lab	1240 W. 6th	565P1
050	Executive Residence	1026 Nez Perce Dr.	545P3
053	Swim Center	1030 Rayburn St.	555P4
054	Buchanan Engr. Lab	607 Urquhart Ave.	570P2-S5
055	College of Natural Resources	975 W. 6th	588P3
056	Physical Ed. Building	1060 Rayburn St.	555P4
058	Animal Research Pavillion & Meat Lab	1651 W. 6th	515P19 & 19-
060	Human Resources & Purchasing	415 W. 6th	580P3
061	Environmental Health and Safety	1108 W. 6th	565P1-S2
063	Aquaculture Wet Lab	1900 W. 6th	546P8-S2
065	Hartung Theatre	625 Stadium Dr.	515P4-S1
073	Farm Operations	1700 W. 6th	Under Construction
079	Vet. Research Barn	2300 W. 6th	546P9-S2
081	Aquaculture Institute	799 Poultry Hill Way	569P3-S2
090	Ag. Publications	798 Poultry Hill Way	569P7
091	Jacob Monson Memorial Barn	2300 W. 6th	546P9-S2
092	Dairy Center (Res. Milking Barn)	245 & 255 Farm Road	523P11 & 523P15
093	Business Technology Incubator	121 Sweet Ave.	551P11-S6
094	Early Childhood Center	421 Sweet Ave.	551P12-S4
095	Kappa Delta	514 Sweet Ave.	516P2-S2
097	Idaho Commons	875 S.Line St.	1500P1
099	Greenhouse (W. 6th)	1104 W. 6th	565P4
100	Golf Clubhouse	1215 Nez Perce Dr.	517P20
101	Track Press Box	Track	554P5
104	Career Services Building	865 W. 7th	552P9-S4
106	Art & Arch. Interior Design	815 Pine St.	551P6-S4
107	Navy Building	685 S. Line St.	572P2-S3
108	Women's Center	1060 Rayburn St.	555P4
109	Theater Arts Annex	840 University Ave	557P6-S6
110	McClure Hall	810 W. 7th	552P12-S1
111	Engineering/ Physics Building	690 Ash St.	552P13-S1
113	Manis Entomology Research Lab	403 Farm Road	1500P4-S2
114	Kibbie-ASUI Activity Center	1000 Stadium Dr.	560P5-S3 (N)554P2-S6 (S) 554P7
115	Track OFC	Track	554P5
117	PSF Forestry Nurs. Warehouse	1025 Hwy. 8 E.	300P80-S1
118	North Campus Center	645 W. Pullman Road	592P6
120	Sheep Center	900&950&955 Farm Road	1500P10 & 1500P15
123	Vet. Research Barn	No Address	Drop served from Term.511P18
129	Beef Cattle Center	1 Beef Cattle Center	515P18



**EXHIBIT 1  
UNIVERSITY OF IDAHO  
SERVICE LOCATIONS AND DEMARCATION POINTS**

<b>BLDG. I.D. #</b>	<b>BLDG. NAME</b>	<b>ADDRESS</b>	<b>TERMINAL</b>
<b>Moscow, Idaho 83844 (Main Campus)</b>			
133	P.S.F Seeds	1025 Hwy 8 E.	300P80-S3
134	P.S.F Greenhouse	1025 Hwy 8 E.	300P80-S3
137	P.S.F Greenhouse	1025 Hwy 8 E.	300P80-S3
138	P.S.F Pumphouse	1025 Hwy 8 E.	300P80-S3
139	P.S.F House	3751 Parker Road Bldg 6 (Parker Farm)	302P41
140	P.S.F. Chem. Storage	1025 Hwy 8 E.	300P80-S1
141	P.S.F Agronomy Gar.	1025 Hwy 8 E.	300P80-S1
143	Student Recreation Center	1000 Paradise Creek St.	550P5-S1
145	Plant Sci. Farm Shop	1025 Hwy 8 E.	300P80-S3
146	P.S.F Mach. Stor. Barn	1025 Hwy 8 E.	300P80-S3
147	Ag. Extension Ed. Building	1210 W. 6th	565P2-S1
275	Bookstore and Post Office	704/706 Deakin Ave. 552P21	552P21
299	Professional Building	127 W. 3rd St.	544P2-S2
341	Feed Mill	255 Farm Road	523P14
365	Manis Lab Res.	401 Farm Road	1500P4
403	Recycling	876 W. 6th	570P2-S3
404	Facilities Motor Pool	901 Perimeter Dr.	560P12-S3
420	Campus Mail/ Surplus Building	903 Perimeter Dr.	560P12-S5
421	Art & Architecture East	237 College Ave.	558P5
422	Ag. Biotechnology Building	604 Rayburn St.	570P8-S1
423	Gauss- Johnson Engr. Lab	620 S.Line St.	572P6
424	J.A. Albertson Building	875 Campus Drive	553P3-S1
439	Little Brown House	615 W. 6th	568P1-S2
441	Alpha Kappa Lambda	701 Nez Perce Dr.	517P12-S2
442	Alpha Tau Omega	777 Deakin Dr.	542P3-S1
443	Beta Theta Pi	727 Elm St.	1501P2-S1
444	Delta Chi	908 Blake St.	516P1-S3
445	Delta Sigma Phi	502 University Ave.	516P2-S7
446	Delta Tau Delta	720 Idaho Ave.	552P13-S6
447	Farmhouse	1101 Blake Ave.	517P10-S2
448	Kappa Sigma	918 Blake Ave.	516P1-S4
449	Alpha Gamma Rho	720 Deakin Ave.	589P2-S1
451	Phi Delta Theta	804 Elm St.	1503P2-S3
452	Phi Gamma Delta	600 University Ave.	1501P5-S1
453	Phi Kappa Tau	620 Idaho Ave.	1501P2-S2
454	Pi Kappa Alpha	715 Nez Perce Dr.	517P13-S2





**EXHIBIT 1  
UNIVERSITY OF IDAHO  
SERVICE LOCATIONS AND DEMARCATION POINTS**

<b>BLDG. I.D. #</b>	<b>BLDG. NAME</b>	<b>ADDRESS</b>	<b>TERMINAL</b>
<b>Moscow, Idaho 83844 (Main Campus)</b>			
455	Sigma Alpha Epsilon	920 Deakin Ave.	516P4-S2
456	Sigma Chi	735 Nex Perce Dr.	517P15-S2 & 4, 517P16-S2
459	Scholars Residence (Theta Chi)	620 Elm St.	1506P1-S1
460	Alpha Gamma Delta	727 Nez Perce Dr.	517P14-S2
461	Alpha Phi	604 Elm St.	1506P2-S1
462	Delta Delta Delta	609 Elm St.	568P1-S1
463	Delta Gamma	728 Elm St.	542P3-S2
464	Gamma Phi Beta	709 Elm St.	1501P1-S1
465	Kappa Kappa Gamma	805 Elm St.	1501P4-S1
466	Pi Beta Phi	507 Idaho Ave.	1503P2-S9
500	South Hill Terrace Apts	418 Taylor Ave	518P3-S4
501	South Hill Terrace Apts	426 Taylor Ave	518P4-S2
502	South Hill Terrace Apts	430 Taylor Ave	518P6
503	South Hill Terrace Apts	458 Taylor Ave	518P3-S3
504	South Hill Terrace Apts	464 Taylor Ave	518P2-S7
505	South Hill Terrace Apts	470 Taylor Ave	518P2-S3
506	South Hill Terrace Apts	486 Taylor Ave	518P2-S6
507	South Hill Terrace Apts	492 Taylor Ave	518P2-S8
508	South Hill Residence	506 Taylor Ave	521P7
509	South Hill Residence	510 Taylor Ave	521P5
510	South Hill Residence	528 Taylor Ave	521P8
511	South Hill Residence	524 Taylor Ave	521P4
512	South Hill Residence	514 Taylor Ave	521P1-S3
513	South Hill Residence	518 Taylor Ave	521P3
514	South Hill Residence	1020 Deakin Ave	519P1
515	South Hill Residence	1011 Deakin Ave	519P2
516	South Hill Residence	1012 Deakin Ave	519P3
517	South Hill Residence	1016 Deakin Ave	520P1
518	South Hill Residence	1010 Deakin Ave	520P2
519	South Hill Residence	1006 Deakin Ave	520P3
520	South Hill Residence	425 Sweet Ave.	520P4
530	South Hill Vista	301 Sweet Ave.	551P13-S1
531	South Hill Vista	303 Sweet Ave.	597P3
532	South Hill Vista	307 Sweet Ave.	597P2-S1
533	South Hill Vista	311 Sweet Ave.	597P1-S1
534	South Hill Vista	315 Sweet Ave.	551P12-S2
535	South Hill Vista	319 Sweet Ave.	596P1-S1
536	South Hill Vista	380 Taylor St.	596P3
537	South Hill Vista	374 Taylor St.	596P2-S1
541	South Hill Vista	334 Taylor St.	551P16
550	Wallace Common	1080 W. 6th	511P4



**EXHIBIT 1  
UNIVERSITY OF IDAHO  
SERVICE LOCATIONS AND DEMARCATION POINTS**

<b><u>BLDG. I.D. #</u></b>	<b><u>BLDG. NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>TERMINAL</u></b>
<b>Moscow, Idaho 83844 (Main Campus)</b>			
551	Wallace Stevens Wing	1080 W. 6th	511P4
552	Wallace Ballard Wing	1080 W. 6th	511P4
553	Wallace Wiley Wing	1080 W. 6th	511P4
554	Wallace Gooding Wing	1080 W. 6th	511P4
555	Gault Hall	980 W. 6th	570P5-S3
556	Upham Hall	1010 W. 6th.	570P5-S3
569	Elmwood Apts.	627 Elm St.	568P3-S1
570	North Campus Center (Grad. Res.)	645 W. Pullman Rd.	592P6
666	Gap Analysis	530 S. Ashbury St.	500P10-S1
667	Food Co-op Building	310 West 3rd	537P1-2
689	Facilities Management Complex	875 Perimeter Dr.	560P12-S2
696	Motorpool/ Garage	901 Perimeter Dr.	560P12-S3

<b><u>BLDG. I.D. #</u></b>	<b><u>BLDG. NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>TERMINAL</u></b>
<b>Post Fall, Idaho 83854</b>			
N/A	University of Idaho – (Research Park)	510 S. Clearwater Loop	598P2-S1

<b><u>BLDG. I.D. #</u></b>	<b><u>BLDG. NAME</u></b>	<b><u>ADDRESS</u></b>	<b><u>TERMINAL</u></b>
<b>Coeur d' Alene, Idaho 83814</b>			
N/A	University of Idaho – Cybert Bldg.	1000 W. Garden	1770P3 & 4
N/A	University of Idaho – Admin. Bldg.	1000 W. Garden	710P6-S2



**EXHIBIT 2  
UNIVERSITY OF IDAHO  
FEATURE GROUPS**

**Administration CentraNet Line Individual Features:  
Features:**

**Student CentraNet Line Standard Features:**

**Student CentraNet Enhanced**

**Basic Operating Features:**

Automatic Identification of Outward Dial  
Dial  
DID/DOD  
Distinctive Ringing  
Station-to-Station Calling  
Touch Call

**Basic Operating Features:**

Automatic Identification of Outward Dial  
DID/DOD  
Distinctive Ringing  
Station-to-Station Calling  
Touch Call

**Basic Operating Features:**

Automatic Identification of Outward  
Dial  
DID/DOD  
Distinctive Ringing  
Station-to-Station Calling  
Touch Call

**Centranet Feature List:**

Call Forwarding  
Call Hold  
Call Pick-Up (Direct, Extended, and Group)  
Call Transfer  
Call Waiting/Cancel  
Call Waiting Terminating/Cancel  
Dial Call Waiting  
Hunting (Directory Number, Pilot Number, and Secretarial)  
Station Restriction  
Three-Way Calling  
Toll Restriction  
Circular Hunting  
Multiple Classes of Service  
Uniform Call Distribution  
Off-Hook Queuing  
Ringback Queuing

**Centranet Feature List:**

Station Restriction  
Toll Restriction

**Centranet Feature List:**

Call Forwarding  
Call Hold  
Call Transfer  
Call Waiting/Cancel  
Call Waiting Terminating/Cancel  
Last Number Redial  
Station Restriction  
Three-Way Calling  
Toll Restriction

**DESCRIPTION - BASIC OPERATING FEATURES**

**Automatic Identification of Outward Dial -**

Identifies all calls leaving the customer group by the station number from which calls are placed.

**Direct Inward Dialing -**

Allows incoming calls from the exchange or toll network to reach a specific station without attendant assistance.

**Direct Outward Dialing -**

Allows station users to place external calls to the exchange network without attendant assistance.



**EXHIBIT 2  
UNIVERSITY OF IDAHO  
FEATURE GROUPS**

**DESCRIPTION - BASIC OPERATING FEATURES (Continued)**

- Distinctive Ringing -** Permits a station user to determine by the cadence of the ringing, whether a call is internal or external.
- Station-to-Station Calling -** Allows station users to call each other using intercom dialing.
- Touch Call -** Equips all station lines for touch call dialing.

**DESCRIPTIONS – CENTRANET FEATURE LIST**

- Call Forwarding -** Provides the option of fixed and/or variable forwarding of a station's incoming calls to a predetermined number. Fixed forwarding is established and changed by the Company. Variable forwarding is established and changed by the station user. This feature will forward all calls, or only those calls reaching a busy or no answer condition, to a predetermined number. Forwarding for hunt groups is available.
- Call Hold -** Allows a station user to place a call in progress on hold.
- Call Pick Up -** Direct - Permits a station user to pick up any ringing station in the business group by dialing a feature code plus the ringing station's intercom number. The ringing station is not required to be in the same pick-up group.
- Call Pick Up -** Extended - Permits a station user to dial a code to extend call pick-up to groups other than its own.
- Call Pick Up -** Group - Permits a station user to dial a code to answer a call that is ringing at another station within the call pick up group.
- Call Transfer -** Allows a station user to transfer a call to another party.
- Call Waiting/Cancel -** Allows a station user to cancel the Call Waiting feature for the duration of a single call.
- Call Waiting Terminating / Cancel** Alerts the called party, with a beep, that an incoming call is waiting.



**EXHIBIT 2  
UNIVERSITY OF IDAHO  
FEATURE GROUPS**

**DESCRIPTIONS – CENTRANET FEATURE LIST (Continued)**

- Dial Call Waiting -** Allows a station user to send a Call Waiting tone when calling a busy station, even if the called station does not have the Call Waiting feature. Dial Call Waiting is restricted to calls both placed and received within the same customer group.
- Hunting (Directory Number) -** Activates hunting when any of the directory numbers of the individual lines in the hunt group are called. If the called line is busy, hunting will start with the called line and continue to the end of the list.
- Hunting (Pilot Number) -** Searches for an idle line beginning with the first member of the hunt group and ending with the last member.
- Hunting (Secretarial) -** Searches for an idle line beginning with the group member dialed and ending with the last member in the group.
- Last Number Redial -** Allows a station user to redial the last number dialed by dialing a code instead of redialing the entire telephone number.
- Station Restriction -** Prevents a station user from making or receiving calls outside the business group. Calls cannot be routed beyond this restriction by an attendant or through any indirect means such as Call Transfer, Call Forwarding or Call Pick-Up.
- Three Way Calling -** Permits a station user to put one party on hold, reach a third party, and bring all three parties together in a three-way connection.
- Toll Restriction -** Prevents customer designated stations from placing chargeable toll calls.
- Circular Hunting -** Searches for an idle line beginning with the number dialed, proceeding to the last member in the hunt group, wrapping around to the first member, and ending with the member preceding the one that was dialed.
- Multiple Classes of Service -** Enables the customer to assign each station a class of service which defines the station's calling privileges and restrictions.



**EXHIBIT 2  
UNIVERSITY OF IDAHO  
FEATURE GROUPS**

**DESCRIPTIONS – CENTRANET FEATURE LIST (Continued)**

**Uniform Call Distribution  
(UCD)**

Provides an even distribution of incoming network and intercom calls among the individual main stations of a hunt group.

**Off-Hook Queuing -**

Allows a station user to remain off-hook and wait for an idle trunk in order to complete a dialed call.

**Ringback Queuing -**

Permits a station user with activated queuing to hang up and wait for a trunk to become idle. When a trunk is available, the station user is notified by a distinctive ringing tone.



**AMENDMENT NO. 1  
TO THE  
AGREEMENT FOR CENRANET AND OTHER SERVICES  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF IDAHO  
AND  
VERIZON NORTHWEST INC. ("VERIZON")**

**ATTACHMENT 2**

This is Amendment No. 1 ("Amendment No. 1") to the Agreement for CentraNet and other Services (the "Agreement") between The Regents of the University of Idaho ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into an Agreement for CentraNet and other Services executed and effective February 3, 2003 and filed with the Commission February 20, 2003 as SC1-03;

Whereas, subsequent to the execution of the Agreement, Verizon determined that the network facilities used to provide the Service under this Agreement, including switching facilities, would not support the delivery of Last Number Redial, a feature included in "Feature Group Student Enhanced" Feature Package; and

Whereas, the purpose of this Amendment No. 1 is to modify the Agreement to reflect a prospective reduction in the Monthly Recurring Charge for "Feature Group Student Enhanced" Feature Package, remove Last Number Redial from the list of features supported under the "Feature Group Student Enhanced" Feature Package and provide Customer with a credit reflecting the difference between the revised charge and the charge billed and paid based on the number of lines with this Feature Package commencing when the affected lines were placed in-service under the Agreement.

The Agreement is modified as follows:

1. Attachment A. Under "Charges," the Monthly Recurring Charges ("MRC") for "Feature Group Student Enhanced" is adjusted as follows:

<u>FEATURE GROUP</u>	<u>OLD MRC</u>	<u>NEW MRC</u>
Feature Group Student Enhanced	\$1.50/line	\$1.46/line

2. Exhibit A. "Last Number Redial" is removed from the CentraNet Feature List of the "Feature Group Student Enhanced". The revised Features for "Feature Group Student Enhanced" are as follows: Call Forwarding, Call Hold, Call Transfer, Call Waiting/Cancel, Call Waiting Terminating/Cancel, Station Restriction, Three-Way Calling, and Toll Restriction.
3. Verizon will issue Customer a credit for all "Feature Group Student Enhanced" lines placed in-service from the in-service date of the affected lines (those with "Feature Group Student Enhanced") to the effective date of this Amendment No. 1. Customer's credit will reflect the difference between the rate billed and paid for the "Feature Group Student Enhanced", and the revised rate Customer will pay for the "Feature Group Student Enhanced" without the Last Number Redial feature as set forth in item 1 above.
4. This rate reduction will become effective upon final execution of this Amendment No. 1 by both parties and will apply to the entire term of the Agreement.
5. Customer must sign, date and return this Amendment No. 1 to Verizon on or before August 31, 2003 or this reduction in the MRC for "Feature Group Student Enhanced", including credit for lines already placed in-service, will no longer be available.
6. This Amendment No. 1 will be co-terminus with the term period of the Agreement, which will expire February 23, 2004.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, The Regents of the University of Idaho and Verizon have caused this Amendment No. 1 to be executed by their duly authorized representatives.

**“UNIVERSITY”**  
**THE REGENTS OF THE UNIVERSITY OF IDAHO**

**“VERIZON”**  
**VERIZON NORTHWEST INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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Title

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Title

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Date

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Date



**AMENDMENT NO. 2  
TO THE  
AGREEMENT FOR CENRANET AND OTHER SERVICES  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF IDAHO  
AND  
VERIZON NORTHWEST INC. ("VERIZON")**

**ATTACHMENT 3**

This is Amendment No. 2 ("Amendment No. 2") to the Agreement for CentraNet and other Services (the "Agreement") between The Regents of the University of Idaho ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into an Agreement for CentraNet and other Services executed and effective February 3, 2003 and filed with the Commission February 20, 2003 as SC1-03;

Whereas, the parties amended the Agreement by Amendment No. 1 executed and effective June 26, 2003 and filed with the Commission July 3, 2003 as SC1-03;

Whereas, the purpose of this Amendment No. 2 is solely to extend the term of the Agreement for no more than sixty (60) days in order to finalize the changes to the rates and charges as well as the term period for the Services covered under the Agreement.

The Agreement is modified as follows:

1. The term of the Agreement shall be extended only for the period February 23, 2004 through April 23, 2004 (the "Extension Term").
2. The Rates set forth in the Agreement, as amended, shall remain in effect for this limited Extension Term period.
3. Customer must sign, date and return this Amendment No. 2 to Verizon on February 23, 2004 so that Verizon may also sign and date this Amendment No. 2 on February 23, 2004. If this Amendment No. 2 is not fully executed by Verizon and Customer (signed and dated by both parties on February 23, 2004), the Agreement will be deemed expired, and Services reverted to tariff, or, disconnected if no tariff service is available. Once the Agreement is expired it can no longer be amended to extend the term or for any other purpose.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT, AS AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, The Regents of the University of Idaho and Verizon have caused this Amendment No. 2 to be executed by their duly authorized representatives.

**"UNIVERSITY"  
THE REGENTS OF THE UNIVERSITY OF IDAHO**

**"VERIZON"  
VERIZON NORTHWEST INC.**

\_\_\_\_\_  
Authorized Signature

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Authorized Signature

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Title

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Title

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Date

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Date

**AMENDMENT NO. 3  
TO THE  
AGREEMENT FOR CENRANET AND OTHER SERVICES  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF IDAHO  
AND  
VERIZON NORTHWEST INC. ("VERIZON")**

**ATTACHMENT 4**

This is Amendment No. 3 ("Amendment No. 3") to the Agreement for CentraNet and other Services (the "Agreement") between The Regents of the University of Idaho ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into an Agreement for CentraNet and other Services executed and effective February 3, 2003 and filed with the Commission February 20, 2003 as SC1-03;

Whereas, the parties amended the Agreement by Amendment No. 1 executed and effective June 26, 2003 and filed with the Commission July 3, 2003 as SC1-03;

Whereas, the parties amended the Agreement by Amendment No. 2 executed and effective February 23, 2004 and filed with the Commission on February 23, 2004;

Whereas, the purpose of this Amendment No. 3 is to extend the term of the Agreement for three (3) years, adjust the minimum quantity requirement, pricing and implement a trunk to total CentraNet Lines in Service ratio for the extension term.

The Agreement is modified as follows:

1. Provided that this Amendment No. 3 is executed and effective on or before April 23, 2004, the term of the Agreement shall be extended to April 23, 2007 (the "Extension Term"). Provided this Amendment No. 3 is executed and effective prior to April 23, 2004, the in-service date will be the date after this Amendment No. 3 has been filed with the Commission and on which Verizon has completed its order processing to implement the new Service rates reflect in this Amendment No. 3.
2. Section 2. Term. The second paragraph of this Section is deleted, and there are no further optional renewal periods available under the Agreement.
3. For the Extension Term, the following Monthly Recurring Charges will be in effect:

<u>Service</u>	<u>MRC</u>
<b>ANALOG CENTRANET</b>	
4501+ lines	\$5.25/line
3001-4500 lines	\$5.50/line
2001-3000 lines	\$5.75/line
1001-2000 lines	\$6.00/line
501-1000 lines	\$6.25/line
<b>FEATURE GROUPS</b>	
Feature Group Administration	\$2.50/line
Feature Group Student Basic	\$0.90/line
Feature Group Student Enhanced	\$1.46/line
<b>CENRANET ISDN</b>	
Multipoint Line Access	\$14.50/line
B-Voice, per channel	\$3.00/line
B-Data, per channel	\$7.00/line
MBKS Deluxe	\$5.00/line
Singlepoint Line Access	\$13.50/line
B-Voice, per channel	\$3.00/line
B-Data, per channel	\$7.00/line
MBKS Deluxe	\$5.00/line

**STATION MESSAGE DETAIL**

Recording, per line \$0.40/line

**OTHER:**

Customer Moves and Changes, per line \$0.40/line

The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal fees, taxes, surcharges or other applicable tariffed charges.

4. Early Termination Charge Exceptions as reflected in Verizon's tariff do not apply and are not available with respect to the Services under this Agreement, as amended.

5. Minimum Quantity Requirement. The Minimum Quantity Requirement in the Agreement is deleted and replaced with the following Minimum Quantity Requirement, which shall be effective during the Extension Term:

"In the event Customer's combined in-service quantity of Analog CentraNet and ISDN Multipoint and Singlepoint lines falls below five hundred one (501), the basic termination liability charge below is applicable for the quantity of Service reduced and will be calculated based upon the total number of lines below 501.

To maintain the pricing set forth in this Agreement the Customer must maintain a combined minimum quantity of five hundred and one (501) Analog CentraNet and ISDN Multipoint and Singlepoint lines in-service at all times during the term of the Agreement. In the event Customer's Analog CentraNet and ISDN Multipoint and Singlepoint lines falls below 501, basic termination liability will apply, the Agreement will terminate and Service will revert to applicable tariff (including tariff rates, terms and conditions) if a tariff service offering is available. If no tariff service offering is available, any Service defined in this Agreement as a non-tariffed Service offering will terminate."

6. During the Extension Term, the trunk (Network Access Register or NAR) to CentraNet station lines in-service (Analog & Digital) ratio will be 1:22. The Federal End-User Common Line Charge (EUCL or SLC) will be applied on a per-trunk basis. In the event Customer fails to maintain this ratio, the Agreement will terminate and Customer's Service will revert to tariff, if a tariff service offering is available. Any Service not provided pursuant to tariff will terminate. Verizon will adjust the NARs to a 1:22 ratio within ten (10) business days after the Effective Date of this Amendment No. 3 (the date when Amendment No. 3 is fully executed by both parties) and charges will be applied to Customer's account accordingly. Thereafter, for the term of Amendment No. 3, with each subsequent order from the Customer, Verizon will adjust the NARS to maintain the 1:22 ratio and charges will be billed accordingly.
7. This Amendment No. 3 must be fully executed (signed by both parties) on or before April 23, 2004. Customer must sign, date and return this Amendment No. 3 to Verizon on or before April 19, 2004. If this Amendment No. 3 is not fully executed and effective by April 23, 2004, the Agreement will terminate. Service provided pursuant to tariff will revert to tariff, including tariff rates, terms and conditions. If Service is not available pursuant to tariff, Service will terminate.
8. This Amendment No. 3 shall be effective upon execution by both parties. This Agreement shall be filed with the Idaho Public Utilities Commission. Customer acknowledges that Service (including the Monthly Recurring Charges shown above) cannot be provided until this Amendment is fully executed, effective and placed in-service.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT, AS AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, The Regents of the University of Idaho and Verizon have caused this Amendment No. 3 to be executed by their duly authorized representatives.

1.           **“UNIVERSITY”**                   **“VERIZON”**  
**THE REGENTS OF THE UNIVERSITY OF IDAHO**      **VERIZON NORTHWEST INC.**

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Authorized Signature

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Date

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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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**

3. Acquisition of Personal Property and Services

- a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.
- b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

**SUBJECT**

Intercollegiate Athletics Reports of revenues, expenditures, number of participants, and gender equity plans.

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III. T.4.

**BACKGROUND**

Responsibility, management, control and reporting requirements for Athletics are detailed in the policy. The institutions are required to submit regular financial reports as specified by the Board office. The revenue and expenditures reported must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors.

**DISCUSSION**

The Board policy establishes limits on the amount of general account and institutional funds an institution can allocate to athletics. These limits are adjusted annually at the same rate of change as the general education appropriation. Increases to the student activity fee supporting athletics, is limited to the rate of increase for the total student activity fees. There is no limit on program funds. Appropriated funds above the limit can be allocated for additional women's programs, addressing gender equity issues.

In fiscal years 2005 and 2006, the Legislature passed House Bill 805 (HB805), House Bill 395 (HB395), and Senate Bill 1263 (SB1263), respectively. These bills provided additional one-time salary increases for eligible state employees, and the institutions expended these additional amounts in addition to the established limits for both General Education and Institutional Limits as outlined at the bottom of page 3. Board staff has reviewed the data submitted by the institutions; there does not appear to be any violations to the limit policy.

The Finance Committee requested the institutions submit reports showing the status of attaining gender equity in athletics. Those reports are attached in Attachment 7. Title IX of the Education Amendments of 1972 is the federal legislation that bans sex discrimination in schools, whether it is in academics or athletics. Title IX states: "No person in the U.S. shall, on the basis of sex be excluded from participation in, or denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal aid."

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

In regard to intercollegiate athletics, the Department of Education's Office for Civil Rights (OCR) issued a **Clarification of Intercollegiate Athletics Policy Guidance: The Three-Part Test** in 1996 to analyze if an institution is in compliance:

**First**, financial assistance must be substantially proportionate to the ratio of male and female athletes.

**Second**, the selection of sports and the level of competition must accommodate the students' interests and abilities using the three factors listed below:

1. Participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments.
2. Where the members of one sex have been and are underrepresented among intercollegiate athletes, whether the institution can show a history and continuing practice of program expansion which is demonstrably responsive to the developing interests and abilities of that sex.
3. Where the members of one sex are underrepresented among intercollegiate athletes and the institution cannot show a continuing practice of program expansion, whether it can be demonstrated that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program.

**Third**, all other benefits, opportunities, and treatments afforded sports participants are to be equivalent, but not necessarily identical including equipment and supplies, scheduling games and practices, travel expenses, availability and compensation of coaches, quality of facilities, medical services, housing, dining, and recruitment.

In March of 2005, new federal guidelines were released by the OCR that created an alternative way for colleges to be in compliance with the gender equity law. Schools may now use an e-mail survey to show an insufficient interest among female students which would indicate compliance under the third factor noted above.

However, in a USA Today article after the release of the new guidelines, NCAA President Myles Brand said he was "disappointed" and doubted if the new guidelines and use of the Internet would determine interest in or encourage the growth of women's sports stating "the e-mail survey suggested in the clarification will not provide an adequate indicator of interest among young women to participate in college sports, nor does it encourage young women to participate -- a failure that will likely stymie the growth of women's athletics and could reverse the progress made over the last three decades."

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

Appraisal of compliance is on a program-wide basis, not on a sport-by-sport basis.

**IMPACT**

The reports present the financial status of the intercollegiate athletic programs and the participation of students in the various sport programs.

Also included are the gender equity reports for each institution showing an original base year of 1999, the current 2005 base year, and the number of years needed to attain equity. The reports also show the breakdown by gender of full-time students, athletes, and the annual student athlete aid. Finally, the gender equity reports show the participants by sport for both men's and women's programs which show the addition or elimination of any programs.

**ATTACHMENTS**

The following charts and worksheets are provided:

Attachment 1	Chart identifying the Board limits from general Education appropriated funds and from institutional funds. All institutions are within the limits.	Page 5
Attachment 2	Chart identifying the revenue by major source for institution. Displays the relationship among the funding sources.	Page 7
Attachment 3	Chart identifying the revenue by major source as a percent of the total athletic revenue.	Page 8
Attachment 4	Athletic departments fund balance at fiscal year end.	Page 9
Attachment 5	Chart displaying students participating in athletic Programs and the number of students participating who are on scholarships, both full-ride scholarships and partial scholarships.	Page 10



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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**INSTITUTION / AGENCY AGENDA**

**COLLEGE AND UNIVERSITIES OF THE STATE BOARD - continued**

- Attachment 6    Intercollegiate Athletic report worksheets for each institution consisting of five pages each. The reports identify actual revenue and expenditures for Fiscal Years 2002 through 2006 and estimated revenue and expenditures for Fiscal Year 2007. For each institution, the first page summarizes revenue and expenditures; the second and third pages categorize revenue and expenditures by sport; the fourth page identifies the number of participants by sport; and the fifth page identifies the number of scholarships (both full-ride and partial) by sport.    Page 11-33
- Attachment 7    Gender Equity report plans for each institution    Page 35-38

**STAFF COMMENTS AND RECOMMENDATIONS**

There are no estimated negative year-end end fund balances. (Page 9)

The format for the athletics report changed in FY 2006 in order to replicate the reports required by the National Collegiate Athletic Association (NCAA). Therefore, amounts in some rows will start in FY 2006 because they were not separately tracked in the old format or amounts will only be shown through FY 2005 as those are now included in other rows starting in FY 2006.

The table below shows how many years it will take each institution to attain gender equity when comparing enrollment and financial aid to the number of varsity athletes. The table also shows the primary revenue source (sport revenues, student fees, boosters, or state support) which will be relied upon to fund this progress toward attainment:

	<u>Athletes</u>	<u>Fin. Aid</u>	<u>Revenue Source</u>
Boise State University	14 years	+ 16 years	State Support
Idaho State University	7 "	+ 7 "	State Support
University of Idaho	+ 5 "	current	State Support
Lewis-Clark State College	+ 5 "	4 "	Fee Waivers

Staff recommends acceptance of the report.

**BOARD ACTION**

A motion to accept the Annual Intercollegiate Athletics and Gender Equity reports as presented.

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

# State Board of Education

## Intercollegiate Athletics Support Limits

Attachment 1

**Board Policy (III.T.3.) on funds allocated and used by athletic program from:**

General Education Funds:

"... In subsequent years, the limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board. Beginning in FY98, the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans."

Institutional Funds:

"shall not exceed \$250,000 for Boise State University; \$350,000 for Idaho State University; \$500,000 for University of Idaho; and \$100,000 for Lewis-Clark State College for FY2000. In subsequent years, these limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board."

Student Fee Revenue:

"shall not exceed revenue generated from student activity fee dedicated for the athletic program. Increases to the student fee for the athletic program shall be at the same rate of increase as the total student activity fees."

Program Funds:

"the institutions can use the program funds generated, without restriction."

1 <b>Calculation of Limits:</b>	FY03	FY04	FY05	FY06	FY07	
<b>2 General Education Funds:</b>						
3 General Education Allocation:						
4	General Account	213,558,800	218,000,000	223,366,200	233,182,000	243,726,400
5	Endowment	13,635,900	11,964,700	10,020,500	9,519,600	7,624,800
6	Student Fee Revenue	67,127,300	97,207,800	97,207,800	107,907,800	119,823,900
6b			(14,902,400)			
7	Total	<u>294,322,000</u>	<u>312,270,100</u>	<u>330,594,500</u>	<u>350,609,400</u>	<u>371,175,100</u>
8	% Growth from Prior Year	-6.55%	6.10%	5.87%	6.05%	5.87%
9						
10	<b>Limits:</b>					
11	Universities	1,745,400	1,851,800	1,960,500	2,079,200	2,201,200
12	% Growth from Prior Year	-6.54%	6.10%	5.87%	6.05%	5.87%
13	Lewis-Clark State College	648,900	688,500	728,900	773,000	818,300
14	% Growth from Prior Year	-6.54%	6.10%	5.87%	6.05%	5.86%
15						
16	<b>Institutional Funds:</b>					
17	<b>Limits:</b>					
18	Boise State University	273,100	289,800	306,800	325,400	344,500
19	% Growth from Prior Year	-6.54%	6.11%	5.87%	6.06%	5.87%
20	Idaho State University	382,300	405,600	429,400	455,400	482,100
21	% Growth from Prior Year	-6.55%	6.09%	5.87%	6.05%	5.86%
22	University of Idaho	546,200	579,500	613,500	650,600	688,800
23	% Growth from Prior Year	-6.55%	6.10%	5.87%	6.05%	5.87%
24	Lewis-Clark State College	109,200	115,900	122,700	130,100	137,700
25	% Growth from Prior Year	-6.59%	6.14%	5.87%	6.03%	5.84%

Note: House Bills 805 (HB805, FY05) and 395 (HB395, FY 06) provided an additional 1% (one-time) salary increase for eligible employees. Senate Bill 1263 (SB1263, FY06) provided an additional 3% (ongoing) salary increase for eligible employees. For compliance with these statutes, the institutions expended the following amounts in addition to the established limits for General Education at lines 11 and 13, and Institutional Limits between lines 18 and 25.

Institution	FY 2005 HB 805		FY 2006 HB 395	
	General Fund Limit Increases	Institutional Funds Limit Increases	General Fund Limit Increases	Institutional Funds Limit Increases
Boise State University	\$15,418	\$27,701	\$25,531	\$37,826
Idaho State University	\$15,359	\$0	\$17,350	\$0
University of Idaho	\$13,971	\$8,087	\$18,000	\$8,000
Lewis Clark State College	\$3,634	\$0	\$3,549	\$0

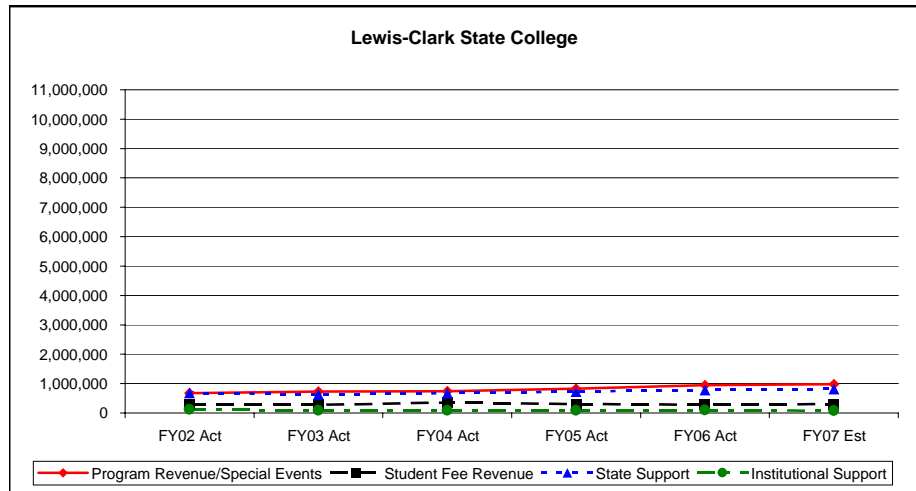
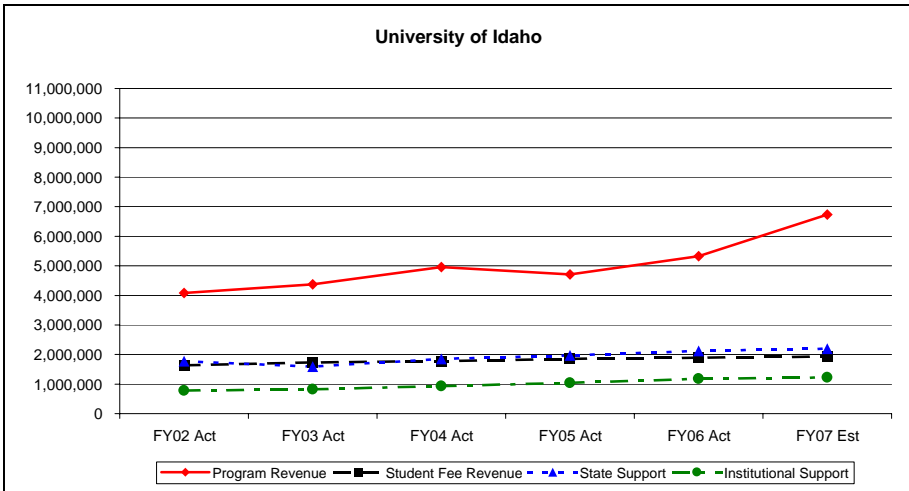
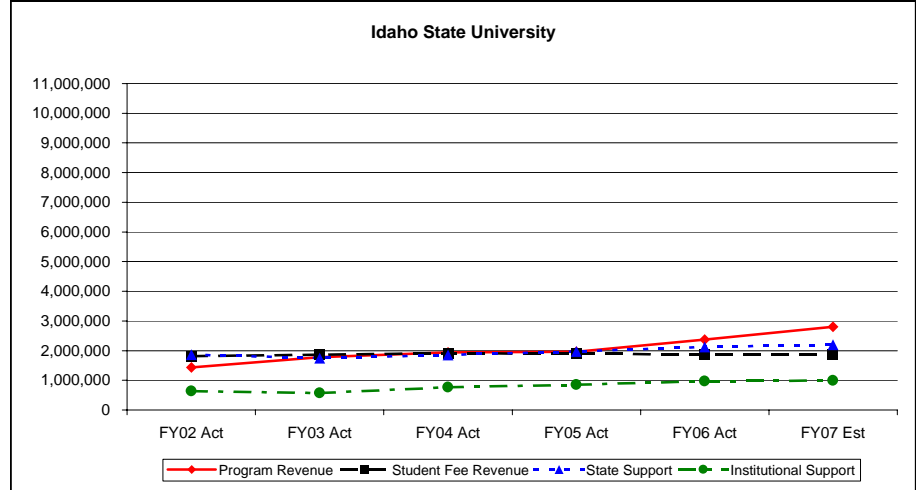
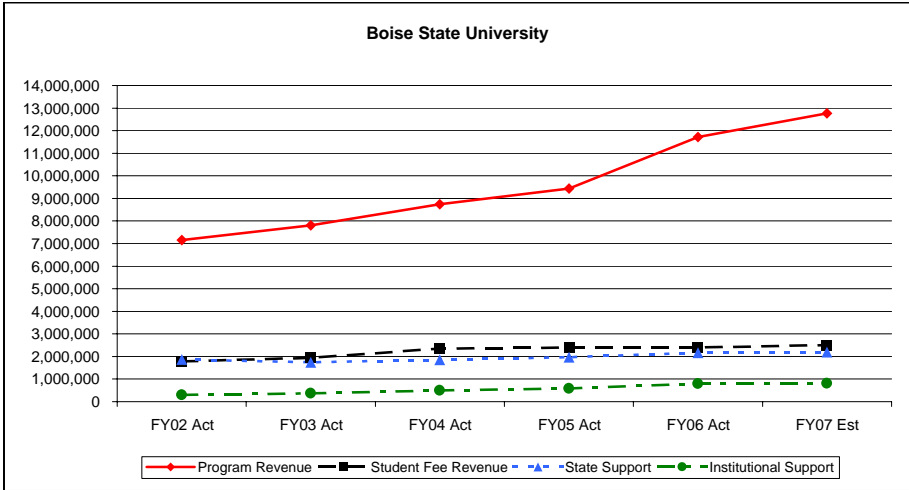
Institution	FY 2006 SB 1263	
	General Fund Limit Increases	Institutional Funds Limit Increases
Boise State University	\$11,534	\$0
Idaho State University	\$23,662	\$0
University of Idaho	\$21,600	\$13,700
Lewis Clark State College	\$7,240	\$0

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# Intercollegiate Athletics Report

## Revenue by Major Source

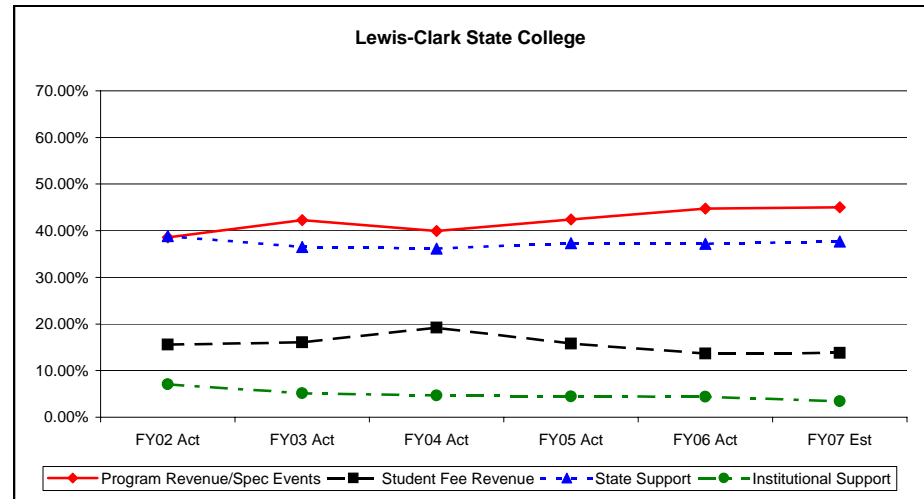
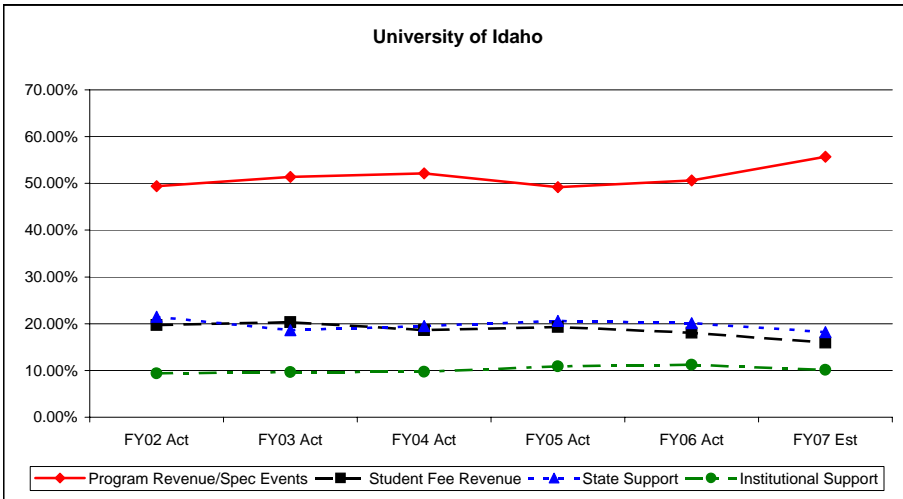
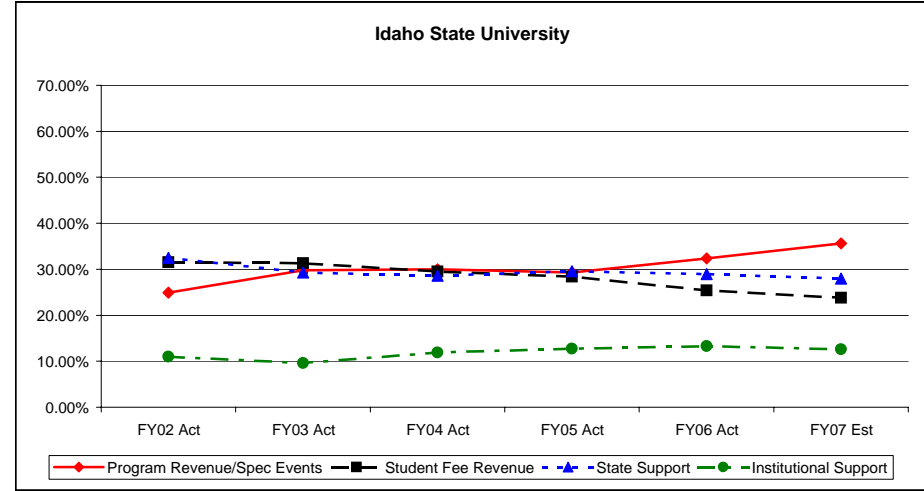
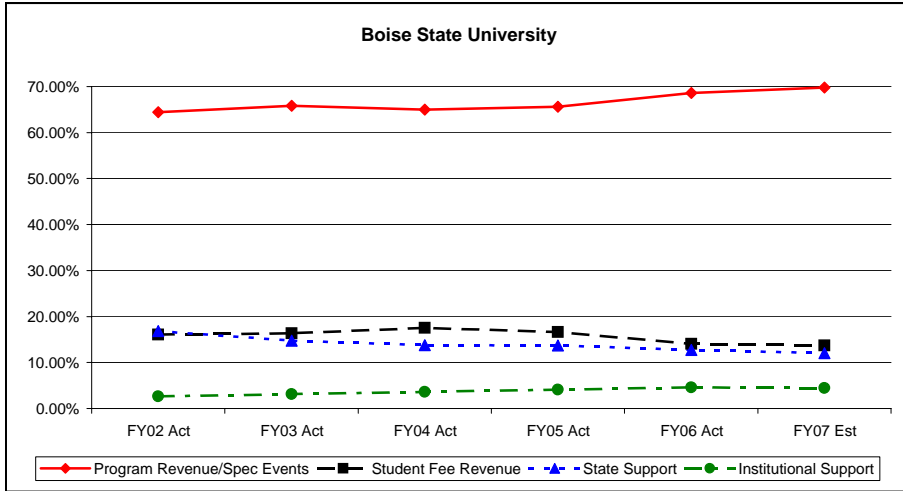
Attachment 2



# Intercollegiate Athletics Report

## Revenue as a Percent of Total Revenue by Major Source

Attachment 3

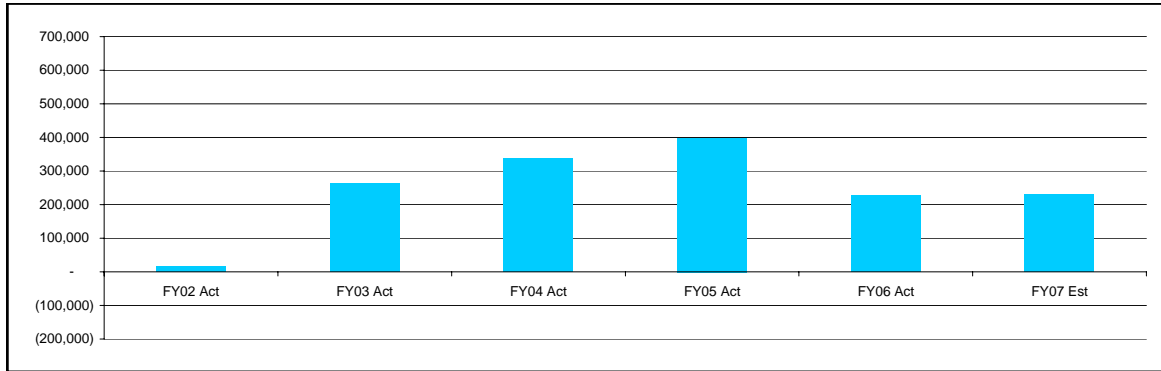


# Intercollegiate Athletic Report

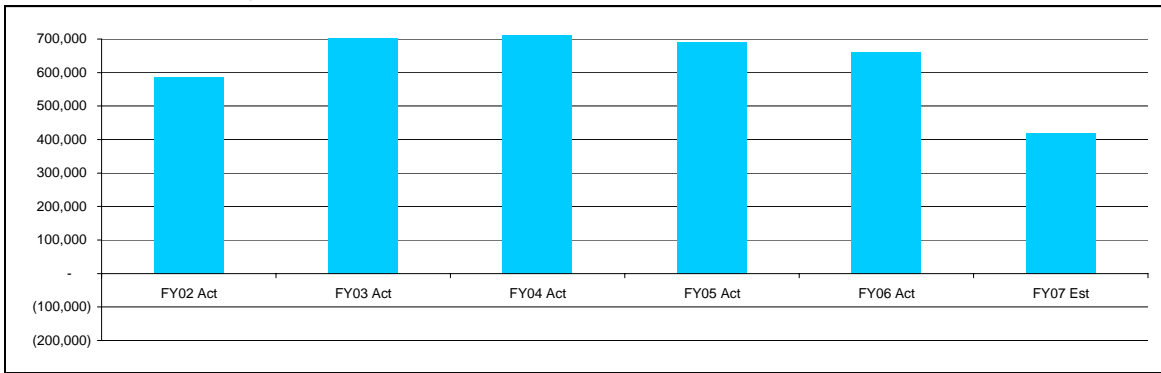
## Fiscal Year Ending Fund Balance for Athletic Program by Institution

### Boise State University

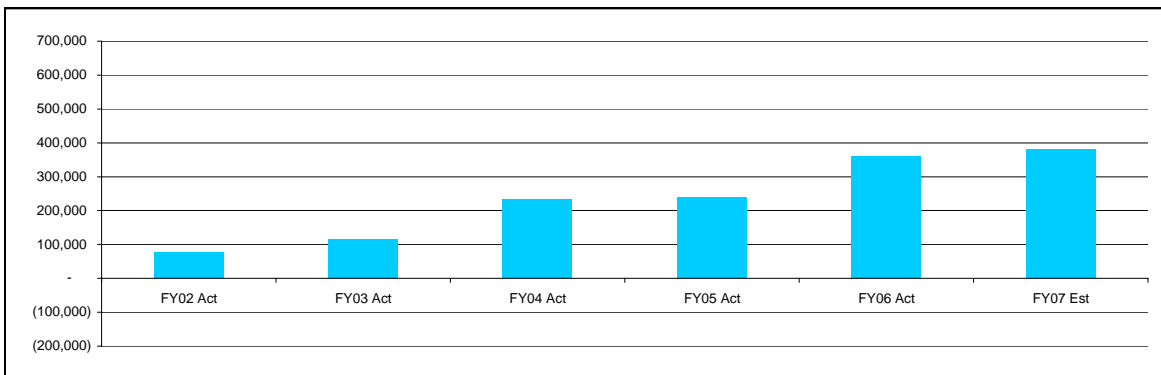
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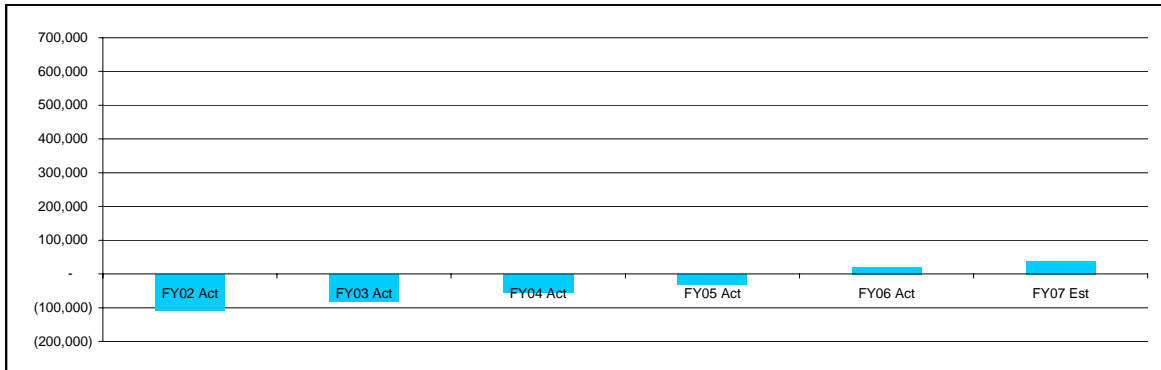
### Idaho State University



### University of Idaho



### Lewis-Clark State College

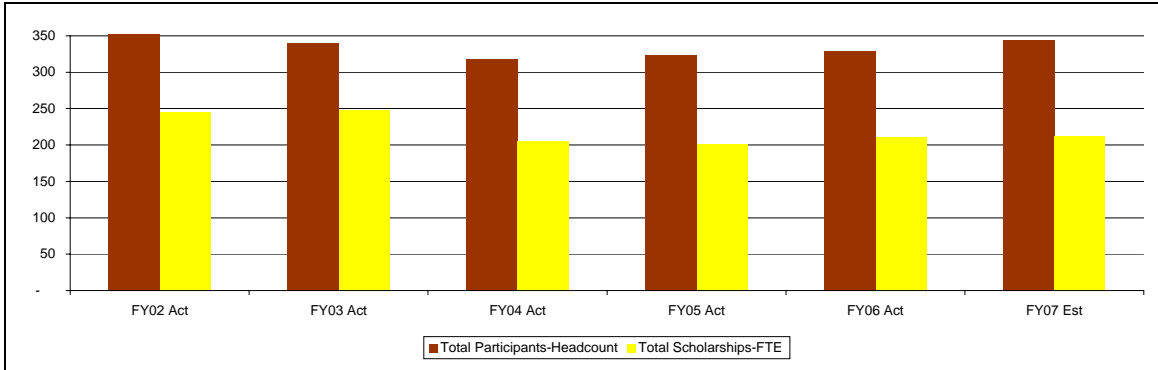


# Intercollegiate Athletic Report

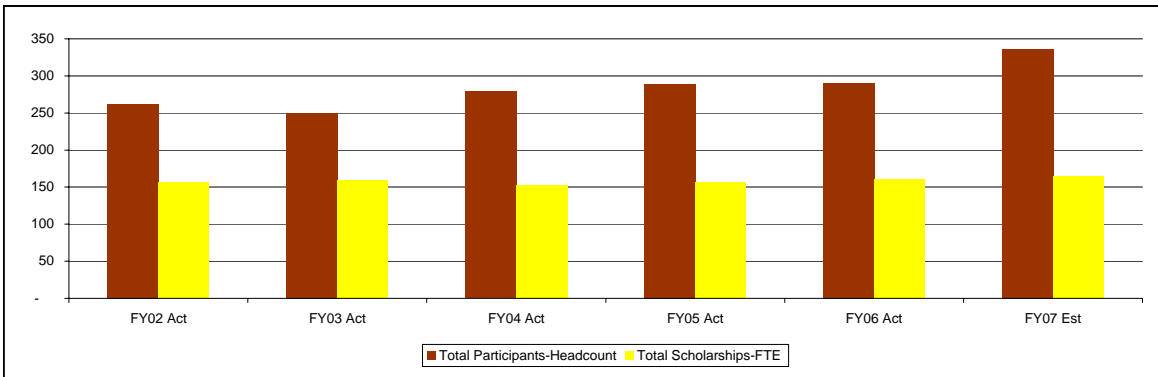
## Athletic Participation and Scholarships

### Boise State University

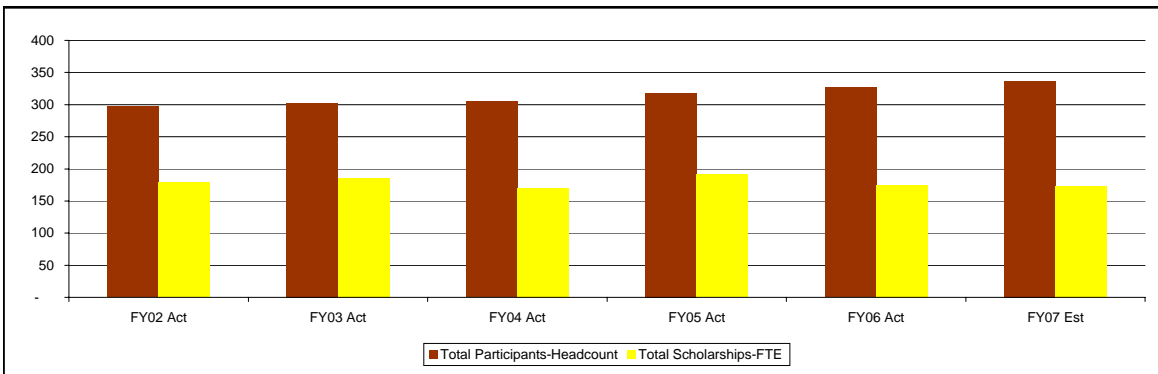
### Attachment 5



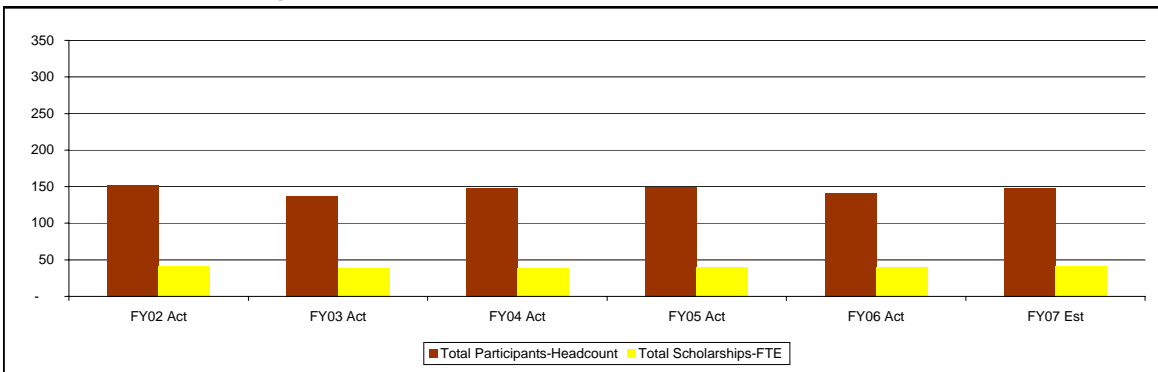
### Idaho State University



### University of Idaho



### Lewis-Clark State College



**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Boise State University**

<u>Revenues/Expend/Fund Balance</u>	<u>FY02 Act</u>	<u>FY03 Act</u>	<u>FY04 Act</u>	<u>FY05 Act</u>	<u>FY06 Act</u>	<u>FY07 Est</u>
<b>1 Revenue:</b>						
<b>2 Program Revenue:</b>						
3 Ticket Sales	1,921,066	2,442,818	2,593,821	3,568,743	3,845,490	3,763,701
4 Game Guarantees	518,200	581,500	327,500		767,850	360,000
5 Contributions	2,207,963	1,816,973	2,715,310	1,921,897	2,771,494	3,632,921
6 NCAA/Conference/Tournaments	893,379	1,110,239	959,078	1,711,618	1,350,712	1,899,478
7 TV/Radio/Internet Rights	175,050	94,750	748	914	1,291	41,609
8 Program/Novelty/Concessions/Parking	1,253,559	1,406,037	1,698,619	1,643,124	555,806	598,317
9 Royalty, Advertisement, Sponsorship					1,809,906	1,825,814
10 Endowment/Investment Income					310,000	403,245
11 Other	183,391	354,486	441,916	591,234	310,644	236,315
12 Total Program Revenue	7,152,608	7,806,803	8,736,992	9,437,530	11,723,193	12,761,400
<b>13 Non-Program Revenue:</b>						
14 NCAA/Bowl/World Series	134,815	518,162	425,833	586,860	396,261	26,600
15 Student Fees	1,785,622	1,935,752	2,358,376	2,390,045	2,401,225	2,510,052
16 Direct State/Govt Support	1,867,500	1,745,300	1,851,700	1,975,918	2,173,601	2,201,200
17 Appropriated Gender Equity		94,000	200,000	279,872	417,872	467,872
18 Direct Institutional Support	292,200	273,100	289,800	306,800	371,574	344,500
19 Subtotal State/Institutional Support	2,159,700	2,112,400	2,341,500	2,562,590	2,963,047	3,013,572
20 Total Non-Program Revenue	4,080,137	4,566,314	5,125,709	5,539,495	5,760,533	5,550,224
21 Subtotal Operating Revenue	11,232,745	12,373,117	13,862,701	14,977,025	17,483,726	18,311,624
<b>22 Non-Cash Revenue</b>						
23 Third Party Support					184,100	184,100
24 Indirect Institutional Support						
25 Non-Cash Revenue						
26 OST Revenue					1,414,672	1,554,490
27 Subtotal Non-Cash Revenue	0	0	0	0	1,598,772	1,738,590
28 Total Revenue:	11,232,745	12,373,117	13,862,701	14,977,025	19,082,498	20,050,214
29						
30 Expenditures						
31 Operating Expenditures:						
32 Athletics Student Aid	1,478,656	1,853,990	2,073,650	2,326,436	2,493,504	2,848,382
33 Guarantees	245,266	272,800	286,600	446,826	420,647	482,600
34 Coaching Salary/Benefits	2,106,347	2,018,106	2,415,834	2,616,651	4,161,675	4,776,824
35 Admin Staff Salary/Benefits	1,446,693	1,620,609	1,770,897	2,259,379	3,314,763	3,407,943
36 Fringe Benefits/Severance Payments	1,052,014	1,099,314	1,298,313	1,493,325		
37 Recruiting	260,651	387,037	277,394	303,091	308,093	300,700
38 Team Travel	1,165,340	1,008,151	1,203,302	995,236	1,451,587	1,488,722
39 Equipment, Uniforms and Supplies	2,166,451	1,996,648	2,623,531	2,314,223	1,466,317	716,685
40 Game Expenses					471,023	464,529
41 Fund Raising, Marketing, Promotion					332,110	303,155
42 Direct Facilities/Maint/Rentals	268,440	582,222	555,137	839,834	1,218,080	1,182,358
43 Debt Service on Facilities	823,069	839,591	868,116	888,294	668,508	1,112,655
44 Spirit Groups					23,077	61,465
45 Medical Expenses & Insurance	45,314	63,899	52,410	29,819	49,427	42,140
46 Memberships & Dues					450,613	529,782
47 NCAA/Special Event/Bowls	173,964	385,091	361,737	403,297	264,748	25,204
48 Other Operating Expenses					560,445	566,779
49 Subtotal Operating Expenditures	11,232,205	12,127,458	13,786,921	14,916,411	17,654,617	18,309,923
<b>50 Non-Cash Expenditures</b>						
51 3rd Party Coaches Compensation					184,100	184,100
52 3rd Party Admin Staff Compensation						
53 Indirect Facilities & Admin Support						
54 Non-Cash Expense						
55 OST Expense					1,414,672	1,554,490
56 Subtotal Non-Cash Expenditures	0	0	0	0	1,598,772	1,738,590
57 Total Expenditures:	11,232,205	12,127,458	13,786,921	14,916,411	19,253,389	20,048,513
58						
59 Net Income/(deficit)	540	245,659	75,780	60,614	(170,891)	1,701
60						
61 Ending Fund Balance 6/30	16,376	262,035	337,815	398,429	227,538	229,239
62						
<b>63 Sport Camps &amp; Clinics</b>						
64 Revenue	397,657	376,588	418,918	411,925	245,242	400,000
65 Coach Compensation from Camp					221,871	150,000
66 Camp Expenses	404,317	389,797	325,073	447,947	172,366	250,000
67 Total Expenses	404,317	389,797	325,073	447,947	394,237	400,000
68 Net Income from Camps	-6,660	-13,209	93,845	-36,022	-148,995	0

Note: Revenue/expenses associated with Fiesta Bowl proceeds are not included in above numbers.

Ath. Dept . will provide estimates as soon as possible, with a full and detailed accounting to follow.



**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Boise State University**

<b>Revenue by Program:</b>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>1 General Revenue:</b>						
2 Student Fees	1,785,622	1,935,752	2,358,376	2,390,045	2,401,225	2,510,052
3 Contributions	2,207,963	1,816,973	2,715,310	1,921,897	2,771,494	3,632,921
4 State Support	1,867,500	1,745,300	1,851,700	1,975,918	2,173,601	2,201,200
5 Appropriated Gender Equity	0	94,000	200,000	279,872	417,872	467,872
6 Institutional Support	292,200	273,100	289,800	306,800	371,574	344,500
7 NCAA/Conference					1,350,712	1,899,478
8 TV/Radio/Internet					1,291	41,609
9 Concessions/program/etc.					555,806	598,317
10 Advertising/sponsorship/Royalty					1,809,906	1,825,814
11 Endowments					310,000	403,245
12 NCAA/Bowl/World Series	134,815	518,162	425,833	586,860	396,261	26,600
13 Other	1,272,671	1,565,968	1,913,127	1,948,473	310,644	236,315
14 Total General Revenue	7,560,771	7,949,255	9,754,146	9,409,865	12,870,386	14,187,923
<b>15 Revenue By Sport:</b>						
<b>16 Men's Programs:</b>						
17 Football						
18 Ticket Sales	1,310,537	1,857,899	1,885,801	2,933,633	3,303,872	3,224,512
19 Game Guarantees	475,000	575,000	325,000		725,000	360,000
20 Other (Tourn/Bowl/Conf)	668,642	735,537	613,321	1,008,792		
21 Basketball						
22 Ticket Sales	590,676	555,205	681,320	609,254	518,411	510,230
23 Fundraising						
24 Game Guarantees	40,000				25,000	
25 Other (Tourn/Bowl/Conf)	227,955	240,553	202,031	340,409		
26 Track & Field/Cross Country	46,105	58,364	50,301	87,141	2,085	1,468
27 Tennis	17,868	22,229	19,242	38,732	1,000	
28 Baseball						
29 Wrestling	28,728	35,560	33,609	52,865	1,175	2,446
30 Golf	17,868	22,205	19,182	34,897		
31 Volleyball						
32 Total Men's Sport Revenue	3,423,379	4,102,552	3,829,807	5,105,723	4,576,543	4,098,656
<b>33 Women's Programs</b>						
34 Volleyball						
35 Ticket Sales	1,307		2,541	2,729	2,115	4,403
36 Fundraising						
37 Game Guarantees						
38 Other (Tourn/Bowl/Conf)	35,735	37,362	31,972	51,249		
39 Basketball						
40 Ticket Sales	15,012	15,809	13,103	13,801	15,373	12,650
41 Fundraising						
42 Game Guarantees		5,000			11,000	
43 Other (Tourn/Bowl/Conf)	30,971	38,329	35,239	59,276		
44 Track & Field/Cross Country	55,039	67,966	58,392	104,371	2,325	1,468
45 Tennis	17,868	22,205	20,182	34,232		
46 Gymnastics	39,062	43,820	35,594	58,034	3,134	6,524
47 Golf	17,868	24,205	19,182	35,049		
48 Soccer	35,735	44,410	43,363	68,465	2,850	
49 Softball						
50 Skiing		22,205	19,182	34,232		
51 Swimming						
52 Total Women's Sport Rev	248,597	321,311	278,750	461,438	36,797	25,045
53 <b>Total Revenue</b>	<b>11,232,747</b>	<b>12,373,118</b>	<b>13,862,703</b>	<b>14,977,026</b>	<b>17,483,726</b>	<b>18,311,624</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Boise State University**

<b>Expenditures by Sport</b>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>54 Administrative and General</b>						
55 Athletic Director Office	763,607	867,034	903,375	981,235	1,093,827	1,047,200
56 Fund Raising Office	638,987	1,038,848	1,145,545	1,190,981	590,146	587,160
57 Academics Support					612,474	687,478
58 Media Relations	247,702	232,845	280,771	287,224	545,529	333,381
59 Marketing and Promotions					427,625	387,401
60 Ticket Office	174,230	165,323	176,757	199,302	513,198	279,750
61 Athletic Training Room	199,079	199,077	303,579	340,717	388,608	410,311
62 Memberships and Dues					450,613	529,782
63 Facilities Mtn & Debt Service	1,501,219	1,290,198	1,355,158	1,628,859	1,774,643	2,375,246
64 Capital Improvements	60,688	121,071	141,358	191,909	621,414	531,850
65 Other Miscellaneous	952,646	1,312,563	1,432,107	1,751,440	1,831,083	1,746,326
<b>66 Total Admin &amp; General</b>	<b>4,538,158</b>	<b>5,226,959</b>	<b>5,738,650</b>	<b>6,571,667</b>	<b>8,849,160</b>	<b>8,915,885</b>
67						
<b>68 Men's Programs:</b>						
69 Football	2,932,242	2,806,025	3,318,890	3,482,093	4,007,802	4,460,651
70 Basketball	783,070	771,674	849,573	974,026	942,367	1,031,134
71 Track & Field/Cross Country	267,707	258,541	298,858	309,118	342,174	331,654
72 Tennis	168,846	216,829	264,240	261,411	262,102	250,177
73 Baseball						
74 Wrestling	270,152	230,955	280,280	324,303	306,217	331,814
75 Golf	83,265	167,976	181,630	137,347	126,292	99,006
76 Volleyball						
77 Rodeo						
<b>78 Total Men's Programs</b>	<b>4,505,282</b>	<b>4,452,000</b>	<b>5,193,471</b>	<b>5,488,298</b>	<b>5,986,954</b>	<b>6,504,436</b>
79						
<b>80 Women's Programs</b>						
81 Volleyball	354,366	408,368	459,139	437,285	443,030	453,245
82 Basketball	539,275	615,368	649,773	678,056	646,831	663,311
83 Track & Field/Cross Country	335,100	304,661	349,718	360,705	400,203	386,361
84 Tennis	185,655	222,893	247,374	251,387	217,438	219,281
85 Gymnastics	330,064	309,759	382,997	419,425	384,594	398,175
86 Golf	139,628	201,316	234,223	200,946	189,529	141,933
87 Soccer	304,675	333,484	374,605	356,601	378,530	360,284
88 Softball						
89 Skiing		52,650	156,971	152,041	159,666	0
90 Swimming						267,010
91 Rodeo						
<b>92 Total Women's Programs</b>	<b>2,188,763</b>	<b>2,448,499</b>	<b>2,854,800</b>	<b>2,856,446</b>	<b>2,819,821</b>	<b>2,889,600</b>
93						
<b>94 Total Expenditures</b>	<b>11,232,203</b>	<b>12,127,458</b>	<b>13,786,921</b>	<b>14,916,411</b>	<b>17,655,935</b>	<b>18,309,921</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Boise State University**

<b>Participants by Sport</b>		FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
95	<b>Men's Programs:</b>						
96	Football	118	111	115	108	109	108
97	Basketball	14	15	13	14	13	14
98	Track & Field/Cross Country	38	35	35	29	31	35
99	Tennis	11	11	9	10	12	10
100	Baseball						
101	Wrestling	27	31	22	30	28	25
102	Golf	11	12	12	10	11	13
103	Volleyball						
104	Rodeo						
105	Total Male Participation	219	215	206	201	204	205
106	<b>Women's Programs</b>						
107	Volleyball	18	15	13	13	13	15
108	Basketball	13	15	13	14	13	14
109	Track & Field/Cross Country	37	35	35	34	29	30
110	Tennis	8	8	8	8	9	9
111	Gymnastics	22	19	14	16	15	18
112	Golf	8	7	8	8	8	10
113	Soccer	27	26	21	25	30	28
114	Softball						
115	Skiing				5	8	0
116	Swimming					0	15
117	Rodeo						
118	Total Female Participation	133	125	112	123	125	139
119	<b>Total Participants</b>	352	340	318	324	329	344
	<b>Full Ride Scholarships (Hdct)</b>						
		FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
120	<b>Men's Programs:</b>						
121	Football	72.0	77.0	85.0	85.5	85.0	85.0
122	Basketball	11.0	11.0	11.5	11.5	12.0	12.0
123	Track & Field/Cross Country	2.0	6.0	4.0	3.0	3.0	4.0
124	Tennis	0.0	0.0		1.0	1.0	3.0
125	Baseball						
126	Wrestling	0.0	2.0	0.0	1.0	0.0	1.0
127	Golf	0.0	0.0	0.0	0.0	0.0	0.0
128	Volleyball						
129	Subtotal	85.0	96.0	100.5	102.0	101.0	105.0
130	<b>Women's Programs</b>						
131	Volleyball	10.0	9.0	12.0	9.5	11.5	12.0
132	Basketball	10.0	12.0	13.0	12.5	13.0	14.0
133	Track & Field/Cross Country	4.0	4.0	5.0	5.0	7.0	6.0
134	Tennis	7.0	7.0	8.0	7.0	9.0	8.0
135	Gymnastics	10.0	11.0	11.0	11.0	9.0	12.0
136	Golf	2.0	2.0	1.0	4.0	4.0	4.0
137	Soccer	2.0	2.0	2.0	1.0	0.0	1.0
138	Skiing			1.0	3.0	0.0	0.0
139	Softball						
140	Swimming						
141	Subtotal	45.0	47.0	53.0	53.0	53.5	57.0
142	<b>Total Full Ride Scholarships</b>	130.0	143.0	153.5	155.0	154.5	162.0

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Summary of Revenue and Expenditures  
Boise State University**

143	<b>Partial Scholarships by Sport (FTE)</b>						
144	<b>Men's Programs:</b>						
145	Football	7.00	6.00	1.11	0.00	0.00	0.00
146	Basketball	0.00	0.00	0.00	0.00	0.00	0.00
147	Track & Field/Cross Country	18.00	13.00	8.27	7.85	8.76	5.88
148	Tennis	8.00	8.00	3.78	3.18	3.50	1.50
149	Baseball						
150	Wrestling	21.00	20.00	8.40	9.14	9.63	8.69
151	Golf	8.00	8.00	4.01	3.69	4.00	4.30
152	Volleyball						
153	Rodeo						
154	Subtotal	62.00	55.00	25.57	23.86	25.89	20.37
155	<b>Women's Programs</b>						
156	Volleyball	3.00	0.00		1.53	1.19	0.00
157	Basketball	2.00	0.00	0.29	1.63	2.15	0.00
158	Track & Field/Cross Country	20.00	24.00	9.53	7.31	10.33	11.20
159	Tennis	0.00	0.00	0.25	0.00	0.00	0.00
160	Gymnastics	4.00	1.00	1.00	0.58	2.15	0.62
161	Golf	5.00	5.00	4.63	1.39	1.96	2.94
162	Soccer	19.00	20.00	9.02	9.74	11.44	12.38
163	Softball						
164	Skiing			1.00	0.04	1.15	0.00
165	Swimming					0.00	2.23
166	Rodeo						
167	Subtotal	53.00	50.00	25.72	22.22	30.37	29.37
168	<b>Total Partial Scholarships</b>	115.00	105.00	51.29	46.08	56.26	49.74

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**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Idaho State University**

<b>Revenues/Expend/Fund Balance</b>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>1 Revenue:</b>						
<b>2 Program Revenue:</b>						
3 Ticket Sales	348,763	441,856	526,837	303,364	335,711	377,000
4 Game Guarantees	141,000	211,888	185,510	287,500	271,000	550,000
5 Contributions	289,558	367,848	343,327	329,975	601,112	625,000
6 NCAA/Conference/Tournaments	284,468	373,151	423,041	394,651	408,261	422,000
7 TV/Radio/Internet Rights	11,088	10,893	14,314	4,300	8,575	8,755
8 Program/Novelty/Concessions/Parking	17,000	17,000	17,000	17,000	17,000	17,000
9 Royalty, Advertisement, Sponsorship	266,668	262,861	364,585	547,001	607,938	685,000
10 Endowment/Investment Income	24,550	23,870	470	46,730	23,590	24,370
11 Other	47,179	66,307	63,384	29,736	95,268	96,000
12 Total Program Revenue	1,430,274	1,775,674	1,938,468	1,960,257	2,368,455	2,805,125
<b>13 Non-Program Revenue:</b>						
14 NCAA/Bowl/World Series						
15 Student Fees	1,812,229	1,867,895	1,908,073	1,896,971	1,862,016	1,872,529
16 Direct State/Govt Support	1,867,500	1,745,300	1,851,700	1,975,859	2,120,212	2,201,200
17 Appropriated Gender Equity	300,000	300,000	443,500	526,500	626,500	626,500
18 Direct Institutional Support	333,240	273,640	327,100	327,200	347,700	365,500
19 Subtotal State/Institutional Support	2,500,740	2,318,940	2,622,300	2,829,559	3,094,412	3,193,200
20 Total Non-Program Revenue	4,312,969	4,186,835	4,530,373	4,726,530	4,956,428	5,065,729
21 Subtotal Operating Revenue	5,743,243	5,962,509	6,468,841	6,686,787	7,324,883	7,870,854
<b>22 Non-Cash Revenue</b>						
23 Third Party Support						
24 Indirect Institutional Support						
25 Non-Cash Revenue	104,468	121,348	166,898	134,965	671,436	225,000
26 OST Revenue	792,480	764,460	815,100	849,600	920,150	992,400
27 Subtotal Non-Cash Revenue	896,948	885,808	981,998	984,565	1,591,586	1,217,400
28 Total Revenue:	6,640,191	6,848,317	7,450,839	7,671,352	8,916,469	9,088,254
29						
<b>30 Expenditures</b>						
31 Operating Expenditures:						
32 Athletics Student Aid	1,255,692	1,305,437	1,410,249	1,606,427	1,655,684	1,688,725
33 Guarantees	63,600	70,500	115,888	39,500	47,500	42,750
34 Coaching Salary/Benefits	1,280,987	1,387,210	1,392,989	1,495,688	1,710,132	1,913,677
35 Admin Staff Salary/Benefits	1,089,677	1,029,576	1,109,249	1,246,438	1,337,241	1,458,876
36 Severance Payments						
37 Recruiting	202,329	209,937	210,111	211,425	298,292	240,810
38 Team Travel	476,887	503,131	643,587	617,600	679,810	922,822
39 Equipment, Uniforms and Supplies	446,459	407,911	490,125	376,491	313,292	383,767
40 Game Expenses	158,650	143,427	147,543	92,477	60,132	218,945
41 Fund Raising, Marketing, Promotion	8,143	12,871	22,600	63,887	38,497	196,500
42 Direct Facilities/Maint/Rentals	158,562	170,641	215,143	95,936	146,384	107,111
43 Debt Service on Facilities						
44 Spirit Groups	59,233	77,776	100,194	144,613	104,906	136,111
45 Medical Expenses & Insurance	50,090	134,183	227,823	227,357	256,778	294,932
46 Memberships & Dues	42,494	43,416	41,266	41,739	40,051	46,335
47 NCAA/Special Event/Bowls	0	0	0	0	0	0
48 Other Operating Expenses	217,961	347,353	303,951	479,129	664,314	462,553
49 Subtotal Operating Expenditures	5,510,764	5,843,369	6,430,718	6,738,707	7,353,013	8,113,914
<b>50 Non-Cash Expenditures</b>						
51 3rd Party Coaches Compensation						
52 3rd Party Admin Staff Compensation						
53 Indirect Facilities & Admin Support						
54 Non-Cash Expense	104,468	121,348	166,898	134,965	671,436	225,000
55 OST Expense	792,480	764,460	815,100	849,600	920,150	992,400
56 Subtotal Non-Cash Expenditures	896,948	885,808	981,998	984,565	1,591,586	1,217,400
57 Total Expenditures:	6,407,712	6,729,177	7,412,716	7,723,272	8,944,599	9,331,314
58						
59 Net Income/(deficit)	232,479	119,140	38,123	(51,920)	(28,130)	(243,060)
60						
61 Ending Fund Balance 6/30	584,029	703,169	741,292	689,372	661,242	418,182
62						
<b>63 Sport Camps &amp; Clinics</b>						
64 Revenue	212,310	162,157	120,804	131,802	174,387	130,000
65 Coach Compensation from Camp	112,286	101,793	119,410	114,770	99,623	84,500
66 Camp Expenses	63,166	61,395	47,246	34,114	60,045	45,500
67 Total Expenses	175,452	163,188	166,656	148,884	159,668	130,000
68 Net Income from Camps	36,858	-1,031	-45,852	-17,082	14,719	0

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Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Idaho State University**

<b>Revenue by Program:</b>		FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>1</b>	<b>General Revenue:</b>						
2	Student Fees	1,812,229	1,867,895	1,908,073	1,896,971	1,862,016	1,872,529
3	Contributions	289,558	367,848	343,327	329,975	601,112	625,000
4	State Support	1,867,500	1,745,300	1,851,700	1,975,859	2,120,212	2,201,200
5	Appropriated Gender Equity	300,000	300,000	443,500	526,500	626,500	626,500
6	Institutional Support	333,240	273,640	327,100	327,200	347,700	365,500
7	NCAA/Conference	284,468	373,151	423,041	394,651	408,261	422,000
8	TV/Radio/Internet	11,088	10,893	14,314	4,300	8,575	8,755
9	Concessions/program/etc.	17,000	17,000	17,000	17,000	17,000	17,000
10	Advertising/sponsorship/Royalty	266,668	262,861	364,585	547,001	607,938	685,000
11	Endowments	24,550	23,870	470	46,730	23,590	24,370
12	NCAA/Bowl/World Series						
13	Other	24,067	45,612	41,398	13,357	95,268	89,000
14	Total General Revenue	5,230,368	5,288,070	5,734,508	6,079,544	6,718,172	6,936,854
<b>15</b>	<b>Revenue By Sport:</b>						
<b>16</b>	<b>Men's Programs:</b>						
17	Football						
18	Ticket Sales	192,206	253,943	325,130	167,432	178,384	165,000
19	Game Guarantees	70,000	80,000	100,000	190,000	200,000	325,000
20	Other (Tourn/Bowl/Conf)						
21	Basketball						
22	Ticket Sales	131,896	167,212	175,653	103,776	100,272	175,000
23	Fundraising						
24	Game Guarantees	67,000	122,798	77,430	80,000	71,000	225,000
25	Other (Tourn/Bowl/Conf)						
26	Track & Field/Cross Country	4,516	3,323	982	6,393	1,030	1,000
27	Tennis	1,236	1,849	855	1,316		
28	Baseball						
29	Wrestling						
30	Golf	5,986	3,169	10,770	995		
31	Volleyball						
32	Total Men's Sport Revenue	472,840	632,294	690,820	549,912	550,686	891,000
<b>33</b>	<b>Women's Programs</b>						
34	Volleyball						
35	Ticket Sales	4,093	2,442	3,955	2,797	3,867	3,000
36	Fundraising						
37	Game Guarantees		1,500				
38	Other (Tourn/Bowl/Conf)						
39	Basketball						
40	Ticket Sales	11,970	11,681	15,693	18,241	48,150	25,000
41	Fundraising						
42	Game Guarantees	4,000	4,000	7,000	17,500		
43	Other (Tourn/Bowl/Conf)						10,000
44	Track & Field/Cross Country	5,008	2,337	4,223	8,128	1,030	1,000
45	Tennis	901	1,598	1,355	903		
46	Gymnastics						
47	Golf	5,490	1,393	2,205	1,508		
48	Soccer	8,573	17,194	9,082	8,254	2,978	4,000
49	Softball						
50	Skiing						
51	Swimming						
52	Total Women's Sport Rev	40,035	42,145	43,513	57,331	56,025	43,000
<b>53</b>	<b>Total Revenue</b>	<b>5,743,243</b>	<b>5,962,509</b>	<b>6,468,841</b>	<b>6,686,787</b>	<b>7,324,883</b>	<b>7,870,854</b>

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Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Idaho State University**

<b>Expenditures by Sport</b>		<b>FY02 Act</b>	<b>FY03 Act</b>	<b>FY04 Act</b>	<b>FY05 Act</b>	<b>FY06 Act</b>	<b>FY07 Est</b>
54	<b>Administrative and General</b>						
55	Athletic Director Office	662,196	749,284	997,345	1,063,878	714,640	717,260
56	Fund Raising Office	183,830	184,734	245,724	233,217	233,835	215,132
57	Academics Support	799	5,783	112,283	128,883	197,769	225,000
58	Media Relations	131,320	115,070	127,386	156,552	192,034	193,800
59	Marketing and Promotions	63,758	64,032	140,575	285,591	250,907	283,186
60	Ticket Office						
61	Athletic Training Room	124,962	141,703	153,288	185,986	177,277	218,540
62	Memberships and Dues						
63	Facilities Mtn & Debt Service	85,000	85,000	85,000	85,000	85,000	85,000
64	Capital Improvements						
65	Other Miscellaneous	345,203	341,479	338,621	208,048	582,988	697,685
66	<b>Total Admin &amp; General</b>	<b>1,597,068</b>	<b>1,687,085</b>	<b>2,200,222</b>	<b>2,347,155</b>	<b>2,434,450</b>	<b>2,635,603</b>
67							
68	<b>Men's Programs:</b>						
69	Football	1,466,203	1,521,858	1,640,164	1,623,316	1,769,956	2,060,267
70	Basketball	538,383	620,685	591,507	598,677	699,624	734,594
71	Track & Field/Cross Country	221,299	236,858	217,127	263,652	265,017	303,244
72	Tennis	81,023	92,795	92,826	121,252	101,968	111,650
73	Baseball						
74	Wrestling						
75	Golf	55,890	54,466	59,767	68,414	82,268	85,069
76	Volleyball						
77	Rodeo						
78	<b>Total Men's Programs</b>	<b>2,362,798</b>	<b>2,526,662</b>	<b>2,601,391</b>	<b>2,675,311</b>	<b>2,918,833</b>	<b>3,294,824</b>
79							
80	<b>Women's Programs</b>						
81	Volleyball	305,768	317,522	330,619	305,098	344,992	346,103
82	Basketball	467,688	493,817	495,251	531,939	601,505	598,221
83	Track & Field/Cross Country	259,732	308,290	257,479	303,016	312,553	360,203
84	Tennis	127,278	118,660	137,650	126,282	142,087	138,983
85	Gymnastics						
86	Golf	71,778	64,479	100,775	107,397	96,166	104,592
87	Soccer	318,654	326,854	307,331	338,714	354,939	346,094
88	Softball				3,795	147,488	289,291
89	Skiing						
90	Swimming						
91	Rodeo						
92	<b>Total Women's Programs</b>	<b>1,550,898</b>	<b>1,629,622</b>	<b>1,629,105</b>	<b>1,716,241</b>	<b>1,999,730</b>	<b>2,183,487</b>
93							
94	<b>Total Expenditures</b>	<b>5,510,764</b>	<b>5,843,369</b>	<b>6,430,718</b>	<b>6,738,707</b>	<b>7,353,013</b>	<b>8,113,914</b>



**College & Universities  
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Idaho State University**

<b>Participants by Sport</b>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>95 Men's Programs:</b>						
96 Football	85	81	86	86	92	88
97 Basketball	18	14	13	15	16	15
98 Track & Field/Cross Country	33	33	44	50	48	48
99 Tennis	8	10	12	7	8	7
100 Baseball						
101 Wrestling						
102 Golf	11	11	14	10	8	8
103 Volleyball						
104 Rodeo						
105 Total Male Participation	155	149	169	168	172	166
<b>106 Women's Programs</b>						
107 Volleyball	11	12	12	11	14	13
108 Basketball	18	14	14	14	18	15
109 Track & Field/Cross Country	39	38	46	57	44	46
110 Tennis	9	7	9	9	9	9
111 Gymnastics						
112 Golf	7	6	8	9	10	10
113 Soccer	23	24	21	21	23	23
114 Softball						18
115 Skiing						
116 Swimming						
117 Rodeo						
118 Total Female Participation	107	101	110	121	118	134
<b>119 Total Participants</b>	<b>262</b>	<b>250</b>	<b>279</b>	<b>289</b>	<b>290</b>	<b>300</b>

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Intercollegiate Athletics Report  
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Idaho State University**

<b>Full Ride Scholarships (Hdct)</b>		FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
120	<b>Men's Programs:</b>						
121	Football	53.0	52.0	51.0	53.0	51.0	51.0
122	Basketball	12.0	10.0	11.0	12.0	13.0	13.0
123	Track & Field/Cross Country		1.0	1.0	1.0	2.0	1.0
124	Tennis						
125	Baseball						
126	Wrestling						
127	Golf	1.0	1.0				
128	Volleyball						
129	Subtotal	66.0	64.0	63.0	66.0	66.0	65.0
130	<b>Women's Programs</b>						
131	Volleyball	10.0	11.0	12.0	10.0	11.0	9.0
132	Basketball	15.0	14.0	12.0	13.0	11.0	13.0
133	Track & Field/Cross Country	1.0	3.0	0.0	1.0	0.0	0.0
134	Tennis	6.0	6.0	6.0	4.0	6.0	5.0
135	Gymnastics						
136	Golf	3.0	0.0	5.0	4.0	1.0	
137	Soccer	5.0	5.0	5.0	4.0	2.0	3.0
138	Skiing						
139	Softball						
140	Swimming						
141	Subtotal	40.0	39.0	40.0	36.0	31.0	30.0
142	<b>Total Full Ride Scholarships</b>	106.0	103.0	103.0	102.0	97.0	95.0
143	<b>Partial Scholarships by Sport (FTE)</b>						
144	<b>Men's Programs:</b>						
145	Football	6.70	10.35	10.60	7.69	12.89	11.00
146	Basketball	0.50	2.99	0.00	0.00	0.00	0.00
147	Track & Field/Cross Country	10.90	11.69	10.31	11.16	10.60	11.10
148	Tennis	4.02	4.61	4.50	4.50	4.50	4.00
149	Baseball						
150	Wrestling						
151	Golf	2.88	1.02	1.85	2.43	3.34	2.50
152	Volleyball						
153	Rodeo						
154	Subtotal	25.00	30.66	27.26	25.78	31.33	28.60
155	<b>Women's Programs</b>						
156	Volleyball	0.47	0.50		0.48	0.52	1.44
157	Basketball			0.50	0.50	1.87	
158	Track & Field/Cross Country	13.20	13.46	14.03	16.34	16.97	17.70
159	Tennis	2.25	1.49	1.00	2.06	1.01	2.21
160	Gymnastics						
161	Golf	1.25	3.47	0.55	1.83	2.90	4.52
162	Soccer	8.26	6.90	6.89	7.57	9.54	8.42
163	Softball						7.58
164	Skiing						
165	Swimming						
166	Rodeo						
167	Subtotal	25.43	25.82	22.97	28.78	32.81	41.87
168	<b>Total Partial Scholarships</b>	50.43	56.48	50.23	54.56	64.14	70.47

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**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**  
**University of Idaho**

<u>Revenues/Expend/Fund Balance</u>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>1 Revenue (Detail):</b>						
<b>2 Program Revenue:</b>						
3 Ticket Sales	272,267	268,793	339,051	140,363	537,322	571,816
4 Game Guarantees	1,307,800	1,155,800	1,059,612	894,552	951,500	1,275,000
5 Contributions	1,468,537	1,623,694	2,018,715	2,151,204	2,145,814	2,244,475
6 NCAA/Conference/Tournaments	260,837	328,985	451,326	523,353	952,382	1,519,666
7 TV/Radio/Internet Rights	68,308	132,273	155,921	128,042	138,928	200,000
8 Program/Novelty/Concessions/Parking	438,923	447,764	561,906	610,764	21,671	67,000
9 Royalty, Advertisement, Sponsorship					349,565	495,000
10 Endowment/Investment Income					177,541	178,500
11 Other	270,129	420,310	373,959	263,959	51,636	184,000
12 <b>Total Program Revenue</b>	<b>4,086,801</b>	<b>4,377,619</b>	<b>4,960,490</b>	<b>4,712,237</b>	<b>5,326,359</b>	<b>6,735,457</b>
<b>13 Non-Program Revenue:</b>						
14 NCAA/Bowl/World Series						
15 Student Fees	1,631,225	1,733,410	1,773,104	1,851,406	1,898,593	1,928,676
16 Direct State/Govt Support	1,780,143	1,587,400	1,851,700	1,974,371	2,118,800	2,201,200
17 Appropriated Gender Equity	191,800	275,760	346,660	419,460	508,060	534,857
18 Direct Institutional Support	584,500	546,200	579,500	621,600	672,300	688,800
19 Subtotal State/Institutional Support	2,556,443	2,409,360	2,777,860	3,015,431	3,299,160	3,424,857
20 <b>Total Non-Program Revenue</b>	<b>4,187,668</b>	<b>4,142,770</b>	<b>4,550,964</b>	<b>4,866,837</b>	<b>5,197,753</b>	<b>5,353,533</b>
21 <b>Subtotal Operating Revenue:</b>	<b>8,274,469</b>	<b>8,520,389</b>	<b>9,511,454</b>	<b>9,579,074</b>	<b>10,524,112</b>	<b>12,088,990</b>
<b>22 Non-Cash Revenue</b>						
23 Third Party Support					212,500	215,500
24 Indirect Institutional Support					324,268	391,580
25 Non-Cash Revenue					402,160	434,410
26 OST Revenue	1,061,780	1,186,255	1,189,383	1,526,899	1,599,725	1,700,000
27 Subtotal Non-Cash Revenue	1,061,780	1,186,255	1,189,383	1,526,899	2,538,653	2,741,490
28 <b>Total Revenue:</b>	<b>9,336,249</b>	<b>9,706,644</b>	<b>10,700,837</b>	<b>11,105,973</b>	<b>13,062,765</b>	<b>14,830,480</b>
29						
<b>30 Expenditures:</b>						
<b>31 Operating Expenditures:</b>						
32 Athletics Student Aid	1,473,765	1,632,751	1,718,598	2,094,309	2,209,423	2,498,488
33 Guarantees	221,100	387,000	281,076	159,200	10,200	161,725
34 Coaching Salary/Benefits	1,635,018	1,578,766	1,621,147	1,712,555	2,135,827	2,219,154
35 Admin Staff Salary/Benefits	1,215,949	1,185,633	1,117,886	1,178,186	1,762,882	1,809,910
36 Fringe Benefits/Severance Payments	743,764	735,276	792,090	859,134	63,294	192,729
37 Recruiting	272,954	248,171	328,527	276,476	376,543	300,330
38 Team Travel	1,015,220	906,823	1,153,186	1,255,730	1,185,098	1,522,881
39 Equipment, Uniforms and Supplies	1,523,623	1,515,403	1,875,374	1,665,343	297,572	361,785
40 Game Expenses					277,024	347,190
41 Fund Raising, Marketing, Promotion					291,562	190,465
42 Direct Facilities/Maint/Rentals	167,450	108,961	266,071	131,978	41,329	35,000
43 Debt Service on Facilities						
44 Spirit Groups						
45 Medical Expenses & Insurance	171,092	184,304	238,712	240,383	326,065	316,315
46 Memberships & Dues					415,810	408,850
47 NCAA/Special Event/Bowls						
48 Other Operating Expenses					1,009,619	1,704,777
49 <b>Subtotal Operating Expenditures</b>	<b>8,439,935</b>	<b>8,483,088</b>	<b>9,392,667</b>	<b>9,573,294</b>	<b>10,402,248</b>	<b>12,069,599</b>
<b>50 Non-Cash Expenditures</b>						
51 3rd Party Coaches Compensation					207,500	208,000
52 3rd Party Admin Staff Compensation					5,000	7,500
53 Indirect Facilities & Admin Support					324,268	391,580
54 Non-Cash Expense					402,160	434,410
55 OST Expense	1,061,780	1,186,255	1,189,383	1,526,899	1,599,725	1,700,000
56 Subtotal Non-Cash Expenditures	1,061,780	1,186,255	1,189,383	1,526,899	2,538,653	2,741,490
57 <b>Total Expenditures:</b>	<b>9,501,715</b>	<b>9,669,343</b>	<b>10,582,050</b>	<b>11,100,193</b>	<b>12,940,901</b>	<b>14,811,089</b>
58						
59 <b>Net Income/(deficit)</b>	<b>(165,466)</b>	<b>37,301</b>	<b>118,787</b>	<b>5,780</b>	<b>121,864</b>	<b>19,391</b>
60						
61 <b>Ending Fund Balance 6/30</b>	<b>78,305</b>	<b>115,606</b>	<b>234,393</b>	<b>240,173</b>	<b>362,037</b>	<b>381,428</b>
62						
<b>63 Sport Camps &amp; Clinics</b>						
64 Revenue	177,820	158,164	209,244	284,316	370,345	367,900
65 Coach Compensation from Camp					74,591	80,493
66 Camp Expenses	177,820	121,041	202,459	262,762	254,477	285,367
67 Total Expenses	177,820	121,041	202,459	262,762	329,068	365,860
68 Net Income from Camps	0	37,123	6,785	21,554	41,277	2,040

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
University of Idaho**

<b>Revenue by Program:</b>		FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>1</b>	<b>General Revenue:</b>						
2	Student Fees	1,631,225	1,733,410	1,773,104	1,946,554	1,898,593	1,928,676
3	Contributions	1,468,537	1,623,694	2,018,715	204,650	2,145,814	2,244,475
4	State Support	1,780,143	1,587,400	1,851,700	1,974,371	2,118,800	2,201,200
5	Appropriated Gender Equity	191,800	275,760	346,660	419,460	508,060	534,857
6	Institutional Support	584,500	546,200	579,500	621,600	672,300	688,800
7	NCAA/Conference					952,382	1,519,666
8	TV/Radio/Internet					138,928	200,000
9	Concessions/program/etc.					21,671	67,000
10	Advertising/sponsorship/Royalty					349,565	495,000
11	Endowments					177,541	178,500
12	Special Events						
13	Other	939,799	1,131,561	1,300,796	3,200,438	51,636	184,000
14	Total General Revenue	6,596,004	6,898,025	7,870,475	8,367,073	9,035,290	10,242,174
<b>15</b>	<b>Revenue By Sport:</b>						
<b>16</b>	<b>Men's Programs:</b>						
17	Football						
18	Ticket Sales	242,795	223,606	289,501	95,500	440,610	521,316
19	Game Guarantees	1,260,000	1,090,000	1,010,000	855,000	860,000	1,185,000
20	Other (Tourn/Bowl/Conf)	7,222	35,520	29,322	12,218		
21	Basketball						
22	Ticket Sales	23,944	36,081	35,271	26,544	66,279	35,000
23	Fundraising						
24	Game Guarantees	40,000	65,000	46,112	38,552	84,000	85,000
25	Other (Tourn/Bowl/Conf)		11,954	14,322	10,992		
26	Track & Field/Cross Country	4,910	8,024	9,971	3,993	1,749	
27	Tennis	1,000	973		1,076		
28	Baseball	NA	NA				
29	Wrestling	NA	NA				
30	Golf	8,795	5,680	4,920			
31	Volleyball	68,308	108,273	140,921	128,042		
32	Total Men's Sport Revenue	1,656,974	1,585,111	1,580,340	1,171,917	1,452,638	1,826,316
<b>33</b>	<b>Women's Programs</b>						
34	Volleyball						
35	Ticket Sales	2,650	3,491	3,622	3,971	10,154	3,500
36	Fundraising						
37	Game Guarantees	1,500				1,000	
38	Other (Tourn/Bowl/Conf)			9,450			
39	Basketball						
40	Ticket Sales	2,878	5,615	10,657	14,348	16,782	12,000
41	Fundraising						
42	Game Guarantees	5,000		3,500	1,000	6,500	5,000
43	Other (Tourn/Bowl/Conf)		11,200	15,119	15,695		
44	Track & Field/Cross Country	4,988	10,152	9,971	3,993	1,749	
45	Tennis		973	3,125	1,076		
46	Gymnastics	NA	NA				
47	Golf	4,475	5,610	5,195			
48	Soccer		212				
49	Softball						
50	Skiing						
51	Swimming	NA	NA				
52	Total Women's Sport Rev	21,491	37,253	60,639	40,083	36,185	20,500
<b>53</b>	<b>Total Revenue</b>	<b>8,274,469</b>	<b>8,520,389</b>	<b>9,511,454</b>	<b>9,579,073</b>	<b>10,524,113</b>	<b>12,088,990</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
University of Idaho**

<b>Expenditures by Admin/Sport</b>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>54 Administrative and General</b>						
55 Athletic Director Office	660,186	716,728	600,203	529,978	722,123	790,336
56 Fund Raising Office	276,368	343,935	259,892	271,706	352,662	361,570
57 Academic Support					179,299	224,933
58 Media Relations	163,933	156,313	162,123	173,574	178,861	217,678
59 Marketing and Promotions					377,719	144,453
60 Ticket Office	18,512	28,408	15,654	11,345	27,474	29,105
61 Athletic Training Room	429,261	406,119	472,685	307,175	585,707	282,500
62 Memberships and Dues					415,810	408,850
63 Facilities Mtn & Debt Service						
64 Capital Improvements	57,450	48,002	185,861	42,082	41,255	502,460
65 Other Miscellaneous	1,070,943	1,021,429	1,199,333	1,372,520	525,895	981,070
<b>66 Total Admin &amp; General</b>	<b>2,676,653</b>	<b>2,720,934</b>	<b>2,895,751</b>	<b>2,708,380</b>	<b>3,406,805</b>	<b>3,942,955</b>
67						
<b>68 Men's Programs:</b>						
69 Football	2,772,447	2,727,375	3,070,319	2,994,215	2,737,358	3,684,640
70 Basketball	880,871	852,241	889,954	898,680	993,997	1,017,972
71 Track & Field/Cross Country	235,168	252,776	279,437	293,957	343,359	341,370
72 Tennis	95,123	75,889	95,584	79,210	94,956	104,739
73 Baseball						
74 Wrestling						
75 Golf	88,029	82,474	109,724	114,858	125,273	148,001
76 Volleyball						
77 Rodeo						
<b>78 Total Men's Programs</b>	<b>4,071,638</b>	<b>3,990,755</b>	<b>4,445,018</b>	<b>4,380,920</b>	<b>4,294,943</b>	<b>5,296,722</b>
79						
<b>80 Women's Programs</b>						
81 Volleyball	358,568	362,854	414,482	474,486	539,724	588,505
82 Basketball	503,057	535,968	553,910	669,305	721,419	735,899
83 Track & Field/Cross Country	280,652	326,814	408,912	397,542	419,445	434,758
84 Tennis	140,484	113,757	148,000	135,289	149,902	157,568
85 Gymnastics						
86 Golf	123,940	139,260	136,192	132,415	147,236	174,419
87 Soccer	284,943	292,746	355,788	357,502	391,439	378,864
88 Softball	284,943	292,746	355,788	357,502	391,439	378,864
89 Skiing	284,943	292,746	355,788	357,502	391,439	378,864
90 Swimming			34,613	317,218	331,336	359,909
91 Rodeo						
<b>92 Total Women's Programs</b>	<b>2,261,530</b>	<b>2,356,891</b>	<b>2,763,473</b>	<b>3,198,761</b>	<b>3,483,379</b>	<b>3,587,650</b>
93						
<b>94 Total Expenditures</b>	<b>9,009,821</b>	<b>9,068,580</b>	<b>10,104,242</b>	<b>10,288,061</b>	<b>11,185,127</b>	<b>12,827,327</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
University of Idaho**

<b>Participants by Sport</b>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>95 Men's Programs:</b>						
96 Football	116	119	113	111	120	119
97 Basketball	10	12	15	17	14	17
98 Track & Field/Cross Country	35	42	49	42	45	48
99 Tennis	9	8	10	8	10	12
100 Baseball						
101 Wrestling						
102 Golf	10	15	11	11	11	9
103 Volleyball						
104 Rodeo						
105 Total Male Participation	180	196	198	189	200	205
<b>106 Women's Programs</b>						
107 Volleyball	13	12	18	15	17	15
108 Basketball	19	17	18	20	13	13
109 Track & Field/Cross Country	40	36	32	37	38	38
110 Tennis	8	8	8	8	9	8
111 Gymnastics						
112 Golf	10	8	8	8	7	7
113 Soccer	27	26	23	23	23	26
114 Softball						
115 Skiing						
116 Swimming				18	20	25
117 Rodeo						
118 Total Female Participation	117	107	107	129	127	132
<b>119 Total Participants</b>	<b>297</b>	<b>303</b>	<b>305</b>	<b>318</b>	<b>327</b>	<b>337</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
University of Idaho**

<b>Full Ride Scholarships (Hdct)</b>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>120 Men's Programs:</b>						
121 Football	82.0	81.0	73.5	76.5	73.5	75.0
122 Basketball	10.5	9.0	12.5	13.0	11.0	12.0
123 Track & Field/Cross Country	7.0	10.0	3.5	4.5	6.0	7.0
124 Tennis						
125 Baseball						
126 Wrestling						
127 Golf						
128 Volleyball						
129 Subtotal	99.5	100.0	89.5	94.0	90.5	94.0
<b>130 Women's Programs</b>						
131 Volleyball	11.5	11.5	11.0	11.0	12.0	12.0
132 Basketball	13.5	13.5	12.0	14.5	15.0	15.0
133 Track & Field/Cross Country	9.5	11.0	9.0	11.0	8.0	7.5
134 Tennis	8.0	7.5	7.0	7.5		
135 Gymnastics						
136 Golf	2.0	1.0		2.0	2.0	5.0
137 Soccer	5.0	4.0	2.0	3.0	3.0	1.0
138 Skiing						
139 Softball						
140 Swimming				7.0	8.0	7.0
141 Subtotal	49.5	48.5	41.0	56.0	48.0	47.5
<b>142 Total Full Ride Scholarships</b>	<b>149.0</b>	<b>148.5</b>	<b>130.5</b>	<b>150.0</b>	<b>138.5</b>	<b>141.5</b>
<b>143 Partial Scholarships by Sport (FTE)</b>						
<b>144 Men's Programs:</b>						
145 Football		4.44	3.83	1.15	2.21	1.24
146 Basketball					1.45	0.00
147 Track & Field/Cross Country	3.80	6.07	5.56	6.18	6.39	4.66
148 Tennis	4.50	3.66	4.26	4.00	4.44	4.50
149 Baseball						
150 Wrestling						
151 Golf	3.50	3.55	3.55	4.29	4.27	4.41
152 Volleyball						
153 Rodeo						
154 Subtotal	11.80	17.72	17.20	15.62	18.76	14.81
<b>155 Women's Programs</b>						
156 Volleyball				0.27		
157 Basketball		0.89	0.26			
158 Track & Field/Cross Country	7.50	7.48	7.64	6.43		
159 Tennis				0.39		
160 Gymnastics						
161 Golf	3.90	4.38	5.45	3.71	3.60	0.83
162 Soccer	6.50	7.11	9.51	8.71	9.00	9.45
163 Softball						
164 Skiing						
165 Swimming				6.19	5.65	6.92
166 Rodeo						
167 Subtotal	17.90	19.86	22.86	25.70	18.25	17.20
<b>168 Total Partial Scholarships</b>	<b>29.70</b>	<b>37.58</b>	<b>40.06</b>	<b>41.32</b>	<b>37.01</b>	<b>32.01</b>



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**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Lewis-Clark State College**

<u>Revenues/Expend/Fund Balance</u>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>1 Revenue (Detail):</b>						
<b>2 Program Revenue:</b>						
3 Ticket Sales	22,059	22,666	25,110	23,253	26,868	28,500
4 Game Guarantees						
5 Contributions	252,623	300,961	314,713	378,110	381,590	422,700
6 NCAA/Conference/Tournaments						
7 TV/Radio/Internet Rights	4,800	5,280	5,280	5,280	5,000	5,000
8 Program/Novelty/Concessions/Parking						
9 Royalty, Advertisement, Sponsorship						
10 Endowment/Investment Income						
11 Other	9,754	10,894	12,442	22,000	21,152	25,500
12 Total Program Revenue	289,236	339,801	357,545	428,643	434,610	481,700
<b>13 Non-Program Revenue:</b>						
14 NCAA/Bowl/World Series	387,217	388,515	384,250	398,319	508,185	495,000
15 Student Fees	273,821	276,339	357,235	307,332	288,415	300,000
16 Direct State/Govt Support	681,200	629,800	671,765	728,171	783,789	818,300
17 Appropriated Gender Equity	13,000	19,000	19,000	25,000	23,000	* See Note
18 Direct Institutional Support	110,604	70,000	68,000	62,632	70,285	75,000
19 Subtotal State/Institutional Support	804,804	718,800	758,765	815,803	877,074	893,300
20 Total Non-Program Revenue	1,465,842	1,383,654	1,500,250	1,521,454	1,673,674	1,688,300
21 <b>Subtotal Operating Revenue:</b>	1,755,078	1,723,455	1,857,795	1,950,097	2,108,284	2,170,000
<b>22 Non-Cash Revenue</b>						
23 Third Party Support					25,000	25,000
24 Indirect Institutional Support					116,815	112,800
25 Non-Cash Revenue						
26 OST Revenue	333,619	259,237	415,402	388,964	474,084	496,255
27 Subtotal Non-Cash Revenue	333,619	259,237	415,402	388,964	615,899	634,055
28 <b>Total Revenue:</b>	2,088,697	1,982,692	2,273,197	2,339,061	2,724,183	2,804,055
29 * Institutional gender equity for FY2007 is now reflected in line 27 OST Revenue as a result of						
30 <b>Expenditures:</b> the increased Athletic Fee Waivers approved by Board action on August 10, 2006						
<b>31 Operating Expenditures:</b>						
32 Athletics Student Aid	280,440	260,051	279,052	311,949	309,155	363,000
33 Guarantees					17,233	26,330
34 Coaching Salary/Benefits	250,449	253,511	268,381	259,693	414,261	422,252
35 Admin Staff Salary/Benefits	201,676	189,661	250,171	249,731	327,922	339,548
36 Fringe Benefits/Severance Payments	130,171	135,388	159,607	180,016		
37 Recruiting	6,800	12,082	12,849	14,170	24,008	26,900
38 Team Travel	218,331	176,719	178,827	224,279	198,425	186,461
39 Equipment, Uniforms and Supplies	255,481	266,227	265,187	276,372	98,238	130,849
40 Game Expenses					76,202	80,000
41 Fund Raising, Marketing, Promotion						
42 Direct Facilities/Maint/Rentals	32,473	32,028	53,441	28,092		
43 Debt Service on Facilities						
44 Spirit Groups						
45 Medical Expenses & Insurance	11,040	31,601	29,030	27,476	34,567	25,000
46 Memberships & Dues						
47 NCAA//Bowls/World Series	318,217	338,515	336,250	353,319	430,657	450,000
48 Other Operating Expenses					127,293	101,900
49 Subtotal Operating Expenditures	1,705,078	1,695,783	1,832,795	1,925,097	2,057,961	2,152,240
<b>50 Non-Cash Expenditures</b>						
51 3rd Party Coaches Compensation						
52 3rd Party Admin Staff Compensation						
53 Indirect Facilities & Admin Support					116,815	112,800
54 Non-Cash Expense					25,000	25,000
55 OST Expense	333,619	259,237	415,402	388,964	474,084	496,255
56 Subtotal Non-Cash Expenditures	333,619	259,237	415,402	388,964	615,899	634,055
57 <b>Total Expenditures:</b>	2,038,697	1,955,020	2,248,197	2,314,061	2,673,860	2,786,295
58						
59 <b>Net Income/(deficit)</b>	50,000	27,672	25,000	25,000	50,323	17,760
60						
61 <b>Ending Fund Balance 6/30</b>	(108,000)	(80,328)	(55,328)	(30,328)	19,995	37,755
62						
<b>63 Sport Camps &amp; Clinics</b>						
64 Camp Revenue	39,330	43,224	58,061	42,379	59,439	65,000
65 Coach Compensation from Camp					9,446	11,950
66 Camp Expenditures	27,578	33,463	47,093	27,465	36,199	40,000
67 Total Expenses	27,578	33,463	47,093	27,465	45,645	51,950
68 Net Income from Camps	11,752	9,761	10,968	14,914	13,794	13,050

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Lewis-Clark State College**

<b>Revenue by Program:</b>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>1 General Revenue:</b>						
2 Student Fees	273,821	276,339	357,235	307,332	288,415	300,000
3 Contributions	252,623	300,961	314,713	378,110	113,665	223,700
4 State Support	681,200	629,800	671,765	728,171	783,789	818,300
5 Appropriated Gender Equity	13,000	19,000	19,000	25,000	23,000	* See Note
6 Institutional Support	110,604	70,000	68,000	62,632	70,285	75,000
7 NCAA/Conference /World Series					508,185	495,000
8 TV/Radio/Internet						
9 Concessions/program/etc.						
10 Advertising/sponsorship/Royalty						
11 Endowments						
12 Special Events	387,217	388,515	384,250	398,319		
13 Other	9,754	10,894	12,442	22,000	21,152	25,500
14 Total General Revenue	1,728,219	1,695,509	1,827,405	1,921,564	1,808,491	1,937,500
<b>15 Revenue By Sport:</b>						
<b>16 Men's Programs:</b>						
17 Football						
18 Ticket Sales						
19 Game Guarantees						
20 Other (Tourn/Bowl/Conf)						
21 Basketball						
22 Ticket Sales	3,882	4,330	3,646	3,600	6,000	7,000
23 Fundraising					27,455	32,000
24 Game Guarantees						
25 Other (Tourn/Bowl/Conf)						
26 Track & Field/Cross Country					23,599	8,000
27 Tennis					12,508	8,000
28 Baseball	11,190	12,887	15,610	15,600	49,951	56,500
29 Wrestling						
30 Golf					33,331	20,000
31 Volleyball						
32 Total Men's Sport Revenue	15,072	17,217	19,256	19,200	152,844	131,500
<b>33 Women's Programs</b>						
34 Volleyball						
35 Ticket Sales	2,642	1,310	1,471	1,500	3,682	3,500
36 Fundraising					21,163	19,000
37 Game Guarantees						
38 Other (Tourn/Bowl/Conf)						
39 Basketball						
40 Ticket Sales	4,345	4,139	4,383	2,553	6,020	7,500
41 Fundraising					58,324	32,000
42 Game Guarantees						
43 Other (Tourn/Bowl/Conf)						
44 Track & Field/Cross Country					15,760	9,500
45 Tennis					7,674	9,500
46 Gymnastics						
47 Golf					34,326	20,000
48 Soccer						
49 Softball						
50 Skiing						
51 Swimming						
52 Total Women's Sport Rev	6,987	5,449	5,854	4,053	146,949	101,000
<b>53 Total Revenue</b>	<b>1,750,278</b>	<b>1,718,175</b>	<b>1,852,515</b>	<b>1,944,817</b>	<b>2,108,284</b>	<b>2,170,000</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Lewis-Clark State College**

<b>Expenditures by Admin/Sport</b>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>54 Administrative and General</b>						
55 Athletic Director Office	247,276	257,596	278,697	283,100	411,786	435,066
56 Fund Raising Office	44,663	39,404	50,298	82,052	50,950	53,600
57 Academic Support						
58 Media Relations						
59 Marketing and Promotions						
60 Ticket Office						
61 Athletic Training Room	33,456	53,267	60,731	56,269	44,765	48,000
62 Memberships and Dues						
63 Facilities Mtn & Debt Service			53,441	28,092		
64 Capital Improvements						
65 Other Miscellaneous/World Series	329,257	515,234	515,077	577,598	430,657	450,000
<b>66 Total Admin &amp; General</b>	<b>654,652</b>	<b>865,501</b>	<b>958,244</b>	<b>1,027,111</b>	<b>938,158</b>	<b>986,666</b>
67						
<b>68 Men's Programs:</b>						
69 Football						
70 Basketball	206,874	171,545	201,681	218,215	183,478	202,294
71 Track & Field/Cross Country	15,509	20,003	31,715	33,528	43,289	45,580
72 Tennis	28,307	27,075	32,397	36,311	36,333	36,540
73 Baseball	317,996	329,028	318,178	333,313	373,491	365,178
74 Wrestling						
75 Golf	24,852	17,396	12,852	34,936	35,555	34,698
76 Volleyball						
77 Rodeo						
<b>78 Total Men's Programs</b>	<b>593,538</b>	<b>565,047</b>	<b>596,823</b>	<b>656,303</b>	<b>672,146</b>	<b>684,290</b>
79						
<b>80 Women's Programs</b>						
81 Volleyball	110,995	119,728	161,994	137,722	148,616	151,552
82 Basketball	199,993	165,273	173,366	185,739	187,121	200,112
83 Track & Field/Cross Country	32,205	40,474	43,445	48,589	37,950	49,582
84 Tennis	30,005	36,225	33,869	32,484	33,999	33,990
85 Gymnastics						
86 Golf	14,305	24,367	15,468	28,624	39,971	46,048
87 Soccer						
88 Softball						
89 Skiing						
90 Swimming						
91 Rodeo	67,174					
<b>92 Total Women's Programs</b>	<b>454,677</b>	<b>386,067</b>	<b>428,142</b>	<b>433,158</b>	<b>447,657</b>	<b>481,284</b>
93						
<b>94 Total Expenditures</b>	<b>1,702,867</b>	<b>1,816,615</b>	<b>1,983,209</b>	<b>2,116,572</b>	<b>2,057,961</b>	<b>2,152,240</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Lewis-Clark State College**

<b>Participants by Sport</b>	FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
<b>95 Men's Programs:</b>						
96 Football						
97 Basketball	11	12	14	14	10	14
98 Track & Field/Cross Country	9	8	9	13	10	12
99 Tennis	12	8	10	8	9	9
100 Baseball	46	44	47	38	44	44
101 Wrestling						
102 Golf	11	10	12	9	9	9
103 Volleyball						
104 Rodeo						
105 Total Male Participation	89	82	92	82	82	88
<b>106 Women's Programs</b>						
107 Volleyball	15	13	14	13	14	13
108 Basketball	12	12	12	12	10	11
109 Track & Field/Cross Country	11	12	13	17	16	14
110 Tennis	10	11	10	13	11	12
111 Gymnastics						
112 Golf	6	7	7	12	8	10
113 Soccer						
114 Softball						
115 Skiing						
116 Swimming						
117 Rodeo	9					
118 Total Female Participation	63	55	56	67	59	60
<b>119 Total Participants</b>	<b>152</b>	<b>137</b>	<b>148</b>	<b>149</b>	<b>141</b>	<b>148</b>

**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures  
Lewis-Clark State College**

<b>Full Ride Scholarships (Hdct)</b>		FY02 Act	FY03 Act	FY04 Act	FY05 Act	FY06 Act	FY07 Est
120	<b>Men's Programs:</b>						
121	Football	N/A	N/A	N/A	N/A	N/A	N/A
122	Basketball	N/A	N/A	N/A	N/A	N/A	N/A
123	Track & Field/Cross Country	N/A	N/A	N/A	N/A	N/A	N/A
124	Tennis	N/A	N/A	N/A	N/A	N/A	N/A
125	Baseball	N/A	N/A	N/A	N/A	N/A	N/A
126	Wrestling	N/A	N/A	N/A	N/A	N/A	N/A
127	Golf	N/A	N/A	N/A	N/A	N/A	N/A
128	Volleyball	N/A	N/A	N/A	N/A	N/A	N/A
129	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0
130	<b>Women's Programs</b>						
131	Volleyball	N/A	N/A	N/A	N/A	N/A	N/A
132	Basketball	N/A	N/A	N/A	N/A	N/A	N/A
133	Track & Field/Cross Country	N/A	N/A	N/A	N/A	N/A	N/A
134	Tennis	N/A	N/A	N/A	N/A	N/A	N/A
135	Gymnastics	N/A	N/A	N/A	N/A	N/A	N/A
136	Golf	N/A	N/A	N/A	N/A	N/A	N/A
137	Soccer	N/A	N/A	N/A	N/A	N/A	N/A
138	Skiing	N/A	N/A	N/A	N/A	N/A	N/A
139	Softball	N/A	N/A	N/A	N/A	N/A	N/A
140	Swimming	N/A	N/A	N/A	N/A	N/A	N/A
141	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0
142	<b>Total Full Ride Scholarships</b>	0.0	0.0	0.0	0.0	0.0	0.0
143	<b>Partial Scholarships by Sport (FTE)</b>						
144	<b>Men's Programs:</b>						
145	Football						
146	Basketball	3.85	7.06	7.07	8.14	5.49	5.25
147	Track & Field/Cross Country	2.60	1.89	2.27	2.14	2.02	2.00
148	Tennis	4.82	2.67	1.69	1.12	4.32	4.25
149	Baseball	11.74	11.53	9.80	10.70	9.89	9.75
150	Wrestling						
151	Golf	1.52	1.11	1.62	2.47	1.57	1.50
152	Volleyball						
153	Rodeo						
154	Subtotal	24.53	24.26	22.45	24.57	23.29	22.75
155	<b>Women's Programs</b>						
156	Volleyball	5.75	4.01	4.56	4.91	4.25	4.50
157	Basketball	6.35	5.84	5.78	3.74	4.70	5.00
158	Track & Field/Cross Country	1.39	1.07	2.79	1.88	2.32	3.25
159	Tennis	2.79	2.22	2.13	2.24	3.22	3.50
160	Gymnastics						
161	Golf	1.11	1.29	1.16	2.87	2.76	3.00
162	Soccer						
163	Softball						
164	Skiing						
165	Swimming						
166	Rodeo						
167	Subtotal	17.39	14.43	16.42	15.64	17.25	19.25
168	<b>Total Partial Scholarships</b>	41.92	38.69	38.87	40.21	40.54	42.00

As reported to the NAIA

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# Intercollegiate Athletics

## Summary of Gender Equity Plans

	Original Base Year FY99	Current Base Year FY05	Estimate															
			FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21
<b>Boise State University</b>																		
FT Students: Male	3,712	4,820	4,820	4,868	4,917	4,966	5,016	5,066	5,117	5,168	5,219	5,272	5,324	5,378	5,431	5,486	5,540	5,596
Female	4,669	5,365	5,365	5,419	5,473	5,528	5,583	5,639	5,695	5,752	5,810	5,868	5,926	5,986	6,045	6,106	6,167	6,229
% Male	44%	47%	47%	47%	47%	47%	47%	47%	47%	47%	47%	47%	47%	47%	47%	47%	47%	47%
Female	56%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%
Athletes: Male	212	208	190	195	195	195	195	195	195	195	195	195	195	195	195	195	195	195
Female	112	125	141	150	157	177	177	177	177	177	203	203	203	203	203	225	225	225
Female Student Athletes Needed	155	107	70	67	60	40	40	40	40	40	14	14	14	14	14	(8)	(8)	(8)
% Male	65%	62%	57%	57%	55%	52%	52%	52%	52%	52%	49%	49%	49%	49%	49%	46%	46%	46%
Female	35%	38%	43%	43%	45%	48%	48%	48%	48%	48%	51%	51%	51%	51%	51%	54%	54%	54%
Gender Equity Costs	224,540	571,207	709,207	759,207	1,075,685	1,765,257	1,626,254	1,764,673	1,853,652	2,115,254	2,729,823	2,778,528	2,990,141	3,130,156	3,596,097	4,592,145	4,790,166	5,178,260
Anticipated Sources of Revenue:																		
Student Fees	50,000	50,000	50,000	50,000	120,000	190,000	190,000	230,000	230,000	300,000	440,000	440,000	510,000	510,000	585,000	725,000	800,000	800,000
Sport Revenue	115,492	150,000	150,000	150,000	175,000	175,000	175,000	193,979	200,000	225,000	225,000	250,000	250,000	275,000	285,000	290,000	300,000	300,000
Boosters/Foundation	59,048	91,335	91,335	91,335	95,589	120,000	120,000	120,000	140,000	150,000	170,000	170,000	185,000	185,000	200,000	210,000	220,000	230,000
Appropriated Support	0	279,872	417,872	467,872	710,096	1,280,257	1,141,254	1,239,673	1,289,673	1,465,254	1,894,823	1,943,528	2,045,141	2,185,156	2,536,097	3,372,145	3,480,166	3,848,260
Total Revenue	224,540	571,207	709,207	759,207	1,075,685	1,765,257	1,626,254	1,764,673	1,853,652	2,115,254	2,729,823	2,778,528	2,990,141	3,130,156	3,596,097	4,592,145	4,790,166	5,178,260
Costs Less Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<hr/>																		
Annual Student Aid																		
Male	1,375,739	1,329,042	1,464,059	1,610,465	1,771,511	1,948,663	2,143,529	2,357,882	2,593,670	2,853,037	3,138,340	3,452,175	3,797,392	4,177,131	4,594,844	5,054,329	5,559,762	6,115,738
Female	901,301	997,394	1,095,562	1,205,118	1,358,630	1,639,033	1,885,436	2,129,210	2,342,131	2,576,344	2,956,778	3,330,736	3,756,518	4,132,170	4,545,387	5,205,525	5,857,518	6,587,854
Total Annual Student Aid	2,277,040	2,326,436	2,559,621	2,815,583	3,130,141	3,587,696	4,028,965	4,487,092	4,935,801	5,429,381	6,095,119	6,782,911	7,553,910	8,309,301	9,140,231	10,259,854	11,417,280	12,703,591
Annual Student Aid %																		
Male	60%	57%	57%	57%	57%	54%	53%	53%	53%	53%	51%	51%	50%	50%	50%	49%	49%	48%
Female	40%	43%	43%	43%	43%	46%	47%	47%	47%	47%	49%	49%	50%	50%	50%	51%	51%	52%
Total Annual Student Aid %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
<hr/>																		
Participants by Sports																		
Men's Programs:																		
Football		108	101	106	106	106	106	106	106	106	106	106	106	106	106	106	106	106
Basketball		14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14
Track and Field/Cross Country		36	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Tennis		10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Wrestling		30	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Golf		10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
<b>Male Participants</b>		<b>208</b>	<b>190</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>	<b>195</b>
Women's Programs:																		
Basketball		14	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Volleyball		13	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Gymnastics		16	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Swimming and Diving		0	0	15	22	22	22	22	22	22	22	22	22	22	22	22	22	22
Ski		5	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Soccer		25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Golf		8	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Tennis		8	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Track and Field/Cross Country		36	36	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Softball		0	0	0	0	20	20	20	20	20	20	20	20	20	20	20	20	20
Lacrosse		0	0	0	0	0	0	0	0	0	26	26	26	26	26	26	26	26
TBD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	22	22
<b>Female Participants</b>		<b>125</b>	<b>141</b>	<b>150</b>	<b>157</b>	<b>177</b>	<b>177</b>	<b>177</b>	<b>177</b>	<b>177</b>	<b>203</b>	<b>203</b>	<b>203</b>	<b>203</b>	<b>203</b>	<b>225</b>	<b>225</b>	<b>225</b>

\* FY99 amounts originally included OST waivers. Those are excluded by new definitions. Amts shown are adjusted to exclude them



# Intercollegiate Athletics

## Summary of Gender Equity Plans

		Original Base Year FY99	Current Base Year FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12
<b>Idaho State University</b>										
FT Students:	Male	2,754	2,946	2,946	2,975	3,005	3,035	3,066	3,096	3,127
	Female	3,577	3,767	3,767	3,805	3,843	3,872	3,910	3,940	3,979
	% Male	44%	44%	44%	44%	44%	44%	44%	44%	44%
	Female	56%	56%	56%	56%	56%	56%	56%	56%	56%
Athletes:	Male	160	168	170	165	160	158	158	158	158
	Female	101	121	105	147	149	159	161	181	201
	Female Student Athletes Needed	107	94	112	64	56	43	41	20	0
	% Male	61%	58%	62%	53%	52%	50%	50%	47%	44%
	Female	39%	42%	38%	47%	48%	50%	50%	53%	56%
Gender Equity Costs		223,000	868,500	968,500	968,500	1,018,500	1,068,500	1,118,500	1,268,500	1,418,500
Anticipated Sources of Revenue:										
	Increased Student Fees	86,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000	255,000
	Sport Revenue	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000
	Boosters/Foundation	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000
	Appropriated Support	50,000	526,500	626,500	626,500	676,500	726,500	776,500	926,500	1,076,500
Total Revenue		223,000	868,500	968,500	968,500	1,018,500	1,068,500	1,118,500	1,268,500	1,418,500
Costs Less Revenue		0	0	0	0	0	0	0	0	0
<hr/>										
Annual Student Aid										
	Male	1,074,105	1,387,351	1,387,351	1,387,351	1,387,351	1,387,351	1,387,351	1,387,351	1,387,351
	Female	631,010	960,521	1,128,612	1,204,932	1,224,012	1,266,942	1,276,482	1,352,802	1,414,812
	Total Annual Student Aid	1,705,115	2,347,872	2,515,963	2,592,283	2,611,363	2,654,293	2,663,833	2,740,153	2,802,163
Annual Student Aid %										
	Male	63%	59%	55%	54%	53%	52%	52%	51%	50%
	Female	37%	41%	45%	46%	47%	48%	48%	49%	50%
	Total Annual Student Aid %	100%	100%	100%	100%	100%	100%	100%	100%	100%
<hr/>										
<b>Participants by Sport</b>										
<b>Men's Programs:</b>										
	Football	96	86.0	90.0	90.0	85.0	85.0	85.0	85.0	85.0
	Basketball	14	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
	Track & Field/Cross Country	34	50.0	50.0	45.0	45.0	43.0	43.0	43.0	43.0
	Tennis	7	7.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
	Baseball									
	Wrestling									
	Golf	9	10.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
	Volleyball									
	Rodeo									
	Male Participation %	160	168.0	170.0	165.0	160.0	158.0	158.0	158.0	158.0
		61.30%	58.13%	61.82%	52.88%	51.78%	49.84%	49.53%	46.61%	44.01%
<hr/>										
<b>Women's Programs</b>										
	Volleyball	13	11.0	12.0	15.0	15.0	15.0	15.0	15.0	15.0
	Basketball	14	14.0	12.0	15.0	15.0	15.0	15.0	15.0	15.0
	Track & Field/Cross Country	36	57.0	44.0	54.0	54.0	54.0	54.0	54.0	54.0
	Tennis	7	9.0	8.0	10.0	10.0	10.0	10.0	10.0	10.0
	Gymnastics									
	Golf	11	9.0	7.0	9.0	9.0	9.0	9.0	9.0	9.0
	Soccer	20	21.0	22.0	28.0	28.0	28.0	28.0	28.0	28.0
	Softball				16.0	18.0	20.0	20.0	20.0	20.0
	New Sport 1						8.0	10.0	10.0	10.0
	New Sport 2								20.0	24.0
	New Sport 3									16.0
	Total Female Participation	101	121.0	105.0	147.0	149.0	159.0	161.0	181.0	201.0
	Female Participation %	38.70%	41.87%	38.18%	47.12%	48.22%	50.16%	50.47%	53.39%	55.99%
<b>Total Participants</b>		<b>261</b>	<b>289.0</b>	<b>275.0</b>	<b>312.0</b>	<b>309.0</b>	<b>317.0</b>	<b>319.0</b>	<b>339.0</b>	<b>359.0</b>

# Intercollegiate Athletics

## Summary of Gender Equity Plans

		Original Base Year	Current Base Year	Estimate				
		FY99	FY05	FY06	FY07	FY08	FY09	FY10
<b>University of Idaho</b>								
FT Students:	Male	4,313	4,511	4,511	4,556	4,602	4,648	4,694
	Female	3,675	3,633	3,633	3,669	3,706	3,743	3,781
%	Male	54%	55%	55%	55%	55%	55%	55%
	Female	46%	45%	45%	45%	45%	45%	45%
Athletes:	Male	190	189	188	189	190	191	192
	Female	110	129	133	136	139	141	145
	Female Student Athletes Needed	52	23	18	16	14	13	10
%	Male	63%	59%	59%	58%	58%	58%	57%
	Female	37%	41%	41%	42%	42%	42%	43%
Gender Equity Costs		138,800	419,460	508,060	534,854	561,597	589,677	619,160
Anticipated Sources of Revenue:								
Increased Student Fees								
Sport Revenue								
Boosters/Foundation								
Appropriated Support								
		138,800	419,460	508,060	534,854	561,597	589,677	619,160
Total Revenue		138,800	419,460	508,060	534,854	561,597	589,677	619,160
Costs Less Revenue		0	0	0	0	(0)	(0)	0
<hr/>								
Annual Student Aid								
	Male	721,446	1,165,261	1,235,206	1,257,300	1,320,165	1,386,173	1,455,482
	Female	411,576	868,471	858,266	971,550	1,056,132	1,121,540	1,190,849
Total Annual Student Aid		1,133,022	2,033,732	2,093,472	2,228,850	2,376,297	2,507,713	2,646,331
Annual Student Aid %								
	Male	64%	57%	59%	56%	56%	55%	55%
	Female	36%	43%	41%	44%	44%	45%	45%
Total Annual Student Aid %		100%	100%	100%	100%	100%	100%	100%

\* FY99 amounts originally included OST waivers. Those are excluded by new definitions. Amts show

### University of Idaho

<b>Participants by Sport</b>								
<b>1 Men's Programs:</b>								
2	Football	105.0	111.0	110.0	111.0	111.0	111.0	111.0
3	Basketball	15.0	17.0	15.0	15.0	16.0	16.0	16.0
4	Track & Field/Cross Country	46.0	42.0	43.0	43.0	43.0	44.0	45.0
5	Tennis	8.0	8.0	9.0	9.0	9.0	9.0	9.0
6	Baseball							
7	Wrestling							
8	Golf	16.0	11.0	11.0	11.0	11.0	11.0	11.0
9	Volleyball							
10	Rodeo							
11	Total Male Participation	190.0	189.0	188.0	189.0	190.0	191.0	192.0
<b>12 Women's Programs</b>								
13	Volleyball	13.0	15.0	17.0	17.0	17.0	17.0	17.0
14	Basketball	14.0	20.0	19.0	19.0	19.0	19.0	19.0
15	Track & Field/Cross Country	38.0	37.0	40.0	42.0	43.0	44.0	45.0
16	Tennis	9.0	8.0	8.0	8.0	9.0	9.0	10.0
17	Gymnastics							
18	Golf	9.0	8.0	7.0	7.0	7.0	7.0	8.0
19	Soccer	27.0	23.0	23.0	24.0	25.0	25.0	26.0
20	Rodeo							
	Swimming		18.0	19.0	19.0	19.0	20.0	20.0
21	Total Female Participation	110.0	129.0	133.0	136.0	139.0	141.0	145.0
22	<b>Total Participants</b>	<b>300.0</b>	<b>318.0</b>	<b>321.0</b>	<b>325.0</b>	<b>329.0</b>	<b>332.0</b>	<b>337.0</b>

# Intercollegiate Athletics

## Summary of Gender Equity Plans

		Original Base Year	Current Base Year	Actual		Estimate		
		FY99	FY05	FY06	FY07	FY08	FY09	FY10
<b>Lewis-Clark State College</b>								
FT Students:	Male	815	990	931	940	950	959	969
	Female	1,108	1,339	1,348	1,361	1,375	1,389	1,403
%	Male	42%	43%	41%	41%	41%	41%	41%
	Female	58%	57%	59%	59%	59%	59%	59%
Athletes:	Male	85	82	82	77	75	73	69
	Female	60	67	57	62	64	66	69
	Female Student Athletes Needed	56	44	62	49	45	40	31
%	Male	59%	55%	59%	55%	54%	53%	50%
	Female	41%	45%	41%	45%	46%	47%	50%
Gender Equity Costs		122,640	227,264	211,698	241,614	257,510	274,061	295,554
Anticipated Sources of Revenue:								
Increased Student Fees				The increase in student fee waivers granted by the Board in August 2006 will be the primary source of funding.				
Sport Revenue								
Boosters/Foundation								
Appropriated Support								
Total Revenue		0	0	0	0	0	0	0
Costs Less Revenue		122,640	227,264	211,698	241,614	257,510	274,061	295,554
<hr/>								
Annual Student Aid								
	Male	298,287	423,849	503,467	516,592	549,831	540,621	561,178
	Female	195,648	277,064	279,772	342,663	444,798	512,003	551,426
Total Annual Student Aid		493,935	700,913	783,239	859,255	994,629	1,052,623	1,112,604
Annual Student Aid %								
	Male	60%	60%	64%	60%	55%	51%	50%
	Female	40%	40%	36%	40%	45%	49%	50%
Total Annual Student Aid %		100%	100%	100%	100%	100%	100%	100%
In-State Fees		2,044	3,392	3,714	3,897	4,024	4,152	4,283
OST Waiver		4,848	6,240	6,552	6,944	7,359	7,800	8,266
In-State full ride		6,892	9,632	10,266	10,841	11,383	11,952	12,550
Estimated Increase in Fees						5%	5%	5%
<hr/>								
Participants by Sport								
Men's Programs:								
Football								
	Basketball	12	14	10	13	12	12	12
	Track & Field/Cross Country	5	13	10	10	10	10	10
	Tennis	9	8	9	9	8	8	8
	Baseball	45	38	44	40	35	35	35
Wrestling								
	Golf	7	9	9	9	9	9	9
Volleyball								
Rodeo								
Total Male Participation		85	82	82	81	74	74	74
Male Participation %		58.62%	55.03%	58.16%	53.64%	50.68%	50.00%	50.00%
Women's Programs								
	Volleyball	15	13	14	14	14	14	14
	Basketball	13	12	10	10	10	10	10
	Track & Field/Cross Country	9	17	16	19	21	23	23
	Tennis	10	13	11	18	18	18	18
Gymnastics								
	Golf	5	12	8	9	9	9	9
Soccer								
Softball								
Rodeo								
	New Sport 1	8						
New Sport 2								
Total Female Participation		60	67	59	70	72	74	74
Female Participation %		41.38%	44.97%	41.84%	46.36%	49.32%	50.00%	50.00%
<b>Total Participants</b>		<b>145</b>	<b>149</b>	<b>141</b>	<b>151</b>	<b>146</b>	<b>148</b>	<b>148</b>

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

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

April 2002

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**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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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

**SUBJECT**

Intercollegiate Athletics Department, Employee Compensation Report.

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III. T.4.

**BACKGROUND**

In FY97, the Board adopted an annual report on the compensation of the employees of the Intercollegiate Athletic Departments. The report details the contracted salary received by administrators and coaches, bonuses, additional compensation, and perquisites, if applicable. The reports, by institution, report FY06 actual compensation and FY07 estimated compensation.

**DISCUSSION**

The reports are for information only and do not require Board action.

**IMPACT**

Reports athletic employee compensation for FY05 (actual) and FY06 (estimated).

**ATTACHMENTS**

Attachment 1 - Boise State University	FY06 Actual	Pages 3-5
	FY07 Estimate	Pages 7-9
Attachment 2 - Idaho State University	FY06 Actual	Pages 11-13
	FY07 Estimate	Pages 15-17
Attachment 3 - University of Idaho	FY06 Actual	Pages 19-21
	FY07 Estimate	Pages 23-25
Attachment 4 - Lewis-Clark State College	FY06 Actual	Pages 27-28
	FY07 Estimate	Pages 29-30

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board has delegated to the chief executive officer of each institution the appointing authority for all athletic department positions except multi-year contracts for head coaches and athletic directors. The compensation reports identify the contracted salary and any additional compensation and perquisites, if received.

**BOARD ACTION**

A motion to accept the Annual Intercollegiate Athletics Department Employee Compensation Reports as presented.

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

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Intercollegiate Athletics Compensation Report  
Boise State University  
FY2006 Actual Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	All Compensation			
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	
Athletic Administration																
1 Gene Bleymaier Athletic Director	1.00	220,000	0	0	750	6,000	30,500	0	Yes	Yes	No	Yes	113,212	143,288	750	
2 Curt Apsey Sr. Assoc AD	1.00	93,643	0	0	0	0	0	0	Yes	Yes	No	No	-	93,643		
3 Lisa Parker Sr. Assoc AD	1.00	80,000	0	0	0	0	0	0	Yes	Yes	No	No	60,000	20,000		
4 Bob Madden Assoc AD	1.00	86,100	0	0	0	0	0	0	Yes	Yes	No	No	-	86,100		
5 Herb Criner Assoc AD	1.00	70,641	0	0	0	0	0	7,500	Yes	Yes	No	No		78,141		
6 Mike Waller Assoc AD	1.00	65,597	0	0	0	0	0	0	Yes	Yes	No	No		65,597		
7 Brad Larrondo Asst AD - Market & Promo	1.00	51,000	0	0	0	0	0	0	Yes	No	No	No		51,000		
8 Gary Craner Asst AD - Trainer	1.00	55,778	0	0	0	0	0	0	No	No	No	No	55,778			
9 Anita Guerricabeitia Asst AD - Tkts	1.00	49,000	0	0	0	0	0	5,000	No	No	No	No		54,000		
10 Max Corbet Asst AD - SID	1.00	49,000	0	0	0	0	0	0	Yes	No	No	No		49,000		
11 Gabe Rosenvall Asst AD - Academics	1.00	41,775	0	0	0	0	0	0	No	No	No	No	41,775			
12 Nicole Gamez Business Mgr	1.00	49,000	0	0	0	0	0	0	No	No	No	No		49,000		
13 Jeff Pitman Strength Coordinator	1.00	53,530	8,100	0	0	0	5,000	0	No	Yes	No	No		58,530	8,100	
14 Valerie Tichenor Asst to the AD	1.00	47,736	0	0	0	0	0	0	No	No	No	No		47,736		
15 Lori Hays Sports Information Dir	1.00	41,828	0	0	0	0	0	600	No	No	No	No		42,428		
16 Matt Billings Compliance Director	1.00	40,800	0	0	0	0	0	0	No	No	No	No		40,800		
17 Megan Levi Asst BAA Director	1.00	40,000	0	0	0	0	0	0	No	No	No	No		40,000		
18 Cindy Satterfield Assoc Athletic Trainer	1.00	38,210	0	0	0	0	0	0	No	No	No	No	38,210			
19 George Goodridge Assoc Athletic Trainer	1.00	38,199	0	0	0	0	0	0	No	No	No	No	38,199			
20 Todd Miles Assistant SID	1.00	37,760	0	0	0	0	0	0	No	No	No	No		37,760		
21 Doug Link Assistant SID	1.00	37,266	0	0	0	0	0	0	No	No	No	No		37,266		
22 Kevin Bunker Information Technology	1.00	35,109	0	0	0	0	0	0	No	No	No	No		35,109		
23 Anna Marie Kaus Academic Advisor	1.00	33,959	0	0	0	0	0	0	No	No	No	No		33,959		
24 Oscar Duncan Academic Advisor	1.00	33,959	0	0	0	0	0	0	No	No	No	No		33,959		
25 Cindy Rice Accountant	1.00	33,760	0	0	0	0	0	0	No	No	No	No		33,760		
26 Shaela Priaux Ticket Office Manager	1.00	32,460	0	0	0	0	0	0	No	No	No	No		32,460		
27 Adam Parker Director of Promotions	1.00	32,460	0	0	0	0	0	0	No	No	No	No		32,460		
28 Brent Moore Corp Services Coord	1.00	32,460	0	0	0	0	0	0	No	No	No	No		32,460		
29 Brandon Voigt Asst Athletic Trainer	1.00	32,000	0	0	0	0	0	0	No	No	No	No	32,000			
30 Jared Aurich Asst Strength Coach	1.00	30,600	7,180	0	0	0	0	0	No	No	No	No		30,600	7,180	
31 Jordan McCoy Asst Strength Coach	1.00	30,600	0	0	0	0	0	0	No	No	No	No		30,600		



Intercollegiate Athletics Compensation Report  
Boise State University  
FY2006 Actual Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	All Compensation				
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other		
32 Men's Sports																	
33 Football																	
34 Dan Hawkins Head Coach	1.00	423,350	0	101,650	3,500	0	41,666	0	Yes	Yes	No	Yes	141,744	424,922	3,500		
35 Chris Peterson Assistant Coach	1.00	152,536	9,300	25,000	750	0	15,992	0	No	Yes	No	No		193,528	10,050		
36 Ron Collins Assistant Coach	1.00	109,960	9,300	25,000	750	0	11,728	0	No	Yes	No	No	105,210	41,478	10,050		
37 Kent Riddle Assistant Coach	1.00	85,758	9,300	6,750	750	0	8,396	0	No	Yes	No	No		100,904	10,050		
38 Chris Strausser Assistant Coach	1.00	85,780	9,300	6,750	750	0	7,998	0	No	Yes	No	No	84,497	16,031	10,050		
39 Marcel Yates Assistant Coach	1.00	51,999	9,300	0	750	0	4,333	0	No	Yes	No	No		56,332	10,050		
40 Bryan Harsin Assistant Coach	1.00	50,118	19,000	3,000	750	0	4,588	0	No	Yes	No	No	49,548	8,158	19,750		
41 Romeo Bandison Assistant Coach	1.00	54,573	9,300	0	750	0	4,958	0	No	Yes	No	No		60,174	10,050		
42 Steve Smyte Assistant Coach	1.00	53,232	9,300	10,850	750	0	6,942	0	No	Yes	No	No		71,024	10,050		
43 Robert Tucker Assistant Coach	1.00	52,004	9,300	0	750	0	4,992	0	No	Yes	No	No	52,004	4,992	10,050		
44																	
45 Basketball																	
46 Greg Graham Head Coach	1.00	245,013	10,000	0	7,500	0	0	0	No	Yes	No	Yes	135,013	110,000	17,500		
47 Andy McClousky Assistant Coach	1.00	60,500	8,000	0	1,250	0	0	0	No	Yes	No	No		60,500	9,250		
48 Tim Cleary Assistant Coach	1.00	55,500	8,000	0	1,500	0	0	0	No	Yes	No	No		55,500	9,250		
49 Julious Coleman Assistant Coach	1.00	33,600	8,000	0	1,250	0	0	0	No	No	No	No		33,600	9,250		
50																	
51 Wrestling																	
52 Greg Randall Head Coach	1.00	44,768	0	0	0	0	5,000	0	No	Yes	No	No		49,768			
53 Chris Owens Assistant Coach	.83	32,758	0	0	0	0	500	0	No	No	No	No		33,258			
54 Rusty Cook Assistant Coach	.75	18,375	0	0	0	0	0	0	No	No	No	No		18,375			
55 Golf																	
56 Kevin Burton Head Coach	1.00	30,000	0	0	0	0	0	0	Yes	Yes	No	No		30,000			
57 Tennis																	
58 Greg Patton Head Coach	1.00	88,000	0	0	0	0	2,000	0	No	Yes	No	No		88,000			
59 Morgan Shepard Assistant Coach	1.00	15,018	0	0	0	0	750	0	No	No	No	No		15,018			
60																	
61 Men/Women's Track & Field																	
62 Mike Maynard Head Coach	1.00	74,158	0	0	0	0	6,000	0	No	Yes	No	No					
63 David Welch Assistant Coach	1.00	34,000	0	0	0	0	1,750	0	No	No	No	No	34,000	1,750			
64 Petros Kyprianou/Jaki Assistant Coach	1.00	34,000	0	0	0	0	1,500	0	No	No	No	No	29,269	6,231			
65 Amy Christoffersen Assistant Coach	1.00	34,307	0	0	0	0	1,500	0	No	No	No	No	34,307	1,500			

Intercollegiate Athletics Compensation Report  
Boise State University  
FY2006 Actual Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	All Compensation				
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other		
66 Women's Sports																	
67 Basketball																	
68 Gordon Presnell Head Coach	1.00	84,900	0	5,100	0	0	0	0	0	No	Yes	No	Yes	83,207	6,793		
69 Ali Payne Assistant Coach	1.00	41,000	0	0	0	0	0	0	0	No	Yes	No	No	35,500	5,500		
70 Heather Sower Assistant Coach	1.00	38,000	7,750	0	0	0	0	0	0	No	Yes	No	No	38,000			7,750
71 Toriano Towns Assistant Coach	1.00	41,000	0	0	0	0	0	0	0	No	No	No	No		41,000		
72 Soccer																	
73 Steve Lucas Head Coach	1.00	45,232	13,500	0	0	0	0	0	0	No	Yes	No	No	45,232			13,500
74 Michelle Zentz Assistant Coach	1.00	32,768	3,500	0	0	0	0	0	0	No	No	No	No	32,768			3,500
75 Volleyball																	
76 Scott Sandel Head Coach	1.00	66,009	3,200	0	0	0	0	0	0	No	Yes	No	No	66,009			3,200
77 Keisha Demps Assistant Coach	1.00	38,003	4,000	0	0	0	0	0	0	No	No	No	No		38,003		4,000
78 Chelsie Schaefer Assistant Coach	1.00	30,000	3,400	0	0	0	0	0	0	No	No	No	No	30,000			3,400
79 Gymnastics																	
80 Sam Sandmire Head Coach	1.00	55,189	1,100	0	0	0	0	0	0	Yes	Yes	No	No	53,189	2,000		1,100
81 William Steinbach Assistant Coach	1.00	33,904	0	0	0	0	0	0	0	No	No	No	No	33,904			
82 Tina Bird Assistant Coach	1.00	34,400	1,100	0	0	0	0	0	0	No	No	No	No		34,400		1,100
83 Tennis																	
84 Mark Tichenor Head Coach	1.00	39,377	0	0	0	0	0	0	0	No	No	No	No	39,377			
85 Alissa Ayling Assistant Coach	1.00	15,018	0	0	0	0	0	0	0	No	No	No	No	15,018			
86 Golf																	
87 Lisa Wasinger Head Coach	1.00	31,676	0	0	0	0	0	0	0	Yes	Yes	No	No	31,676			
88 Ski																	
89 Chris Hendrickson Head Coach	1.00	38,760	0	0	0	0	0	0	0	No	Yes	Yes	No		38,760		
90 Aniya Dietz Assistant Coach	1.00	20,000								No	No	No	No		20,000		

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Intercollegiate Athletics Compensation Report  
Boise State University  
FY2007 Estimation of Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	All Compensation				
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other		
1 Athletic Administration																	
2 Gene Bleymaier Athletic Director	1.00	226,596	0	0	750	6,000	30,500	0	Yes	Yes	No	Yes	110,030	153,066		750	
3 Curt Apsey Sr. Assoc AD	1.00	98,509	0	0	0	0	0	0	Yes	Yes	No	No		98,509			
4 Bob Madden Assoc AD	1.00	90,460	0	0	0	0	0	0	Yes	Yes	No	No		90,460			
5 Lisa Parker Sr. Assoc AD	1.00	86,549	0	0	0	0	0	0	Yes	Yes	No	No	61,808	24,741			
6 Mike Waller Assoc AD	1.00	76,357	0	0	0	0	0	0	Yes	Yes	No	No		76,357			
7 Mike Sumpter Assoc AD	1.00	70,013	0	0	0	0	0	7,500	Yes	Yes	No	No		70,357			
8 Lori Hays Asst AD - Facilities	1.00	46,946	0	0	0	0	0	1,500	No	No	No	No		46,946			
9 Brad Larrondo Asst AD - Market & Promo	1.00	52,541	0	0	0	0	0	0	Yes	No	No	No		52,541			
10 Gary Craner Asst AD - Trainer	1.00	56,909	0	0	0	0	0	0	No	No	No	No	56,909				
11 Anita Guerricabeitia Asst AD - Tkts	1.00	50,482	0	0	0	0	0	5,000	No	No	No	No		55,482			
12 Max Corbet Asst AD - SID	1.00	50,482	0	0	0	0	0	0	Yes	No	No	No		50,482			
13 Gabe Rosenvall Asst AD - Academics	1.00	42,599	0	0	0	0	0	0	No	No	No	No	42,599				
14 Nicole Gamez Business Mgr	1.00	50,482	0	0	0	0	0	0	No	No	No	No		50,482			
15 Tim Socha Strength Coordinator	1.00	65,000	7,000	0	0	0	0	0	No	Yes	No	No		65,000		7,000	
16 Valerie Tichenor Asst to the AD	1.00	55,016	0	0	0	0	0	0	No	No	No	No		55,016			
17 Matt Billings Compliance Director	1.00	41,621	0	0	0	0	0	0	No	No	No	No		51,621			
18 Megan Levi Advancement	0.50	27,508	0	0	0	0	0	0	No	No	No	No		27,508			
19 Michel Bourgeau Advancement	0.50	27,508	0	0	0	0	0	0	No	No	No	No		27,508			
20 Kris Kammon Asst Dir of BAA	1.00	49,000	0	0	0	0	0	0	No	No	No	No		49,000			
21 Cindy Satterfield Assoc Athletic Trainer	1.00	39,000	0	0	0	0	0	0	No	No	No	No	39,000				
22 Tyler Smith Asst Athletic Trainer	1.00	35,007	0	0	0	0	0	0	No	No	No	No	35,007				
23 Todd Miles Assistant SID	1.00	38,522	0	0	0	0	0	0	No	No	No	No		38,522			
24 Doug Link Assistant SID	1.00	38,023	0	0	0	0	0	0	No	No	No	No		38,023			
25 Joe Nickell		34,500	0	0	0	0	0	0	No	No	No	No		34,500			
26 Andy Atkinson Information Technology	1.00	55,016	0	0	0	0	0	0	No	No	No	No		55,016			
27 Valerie Cleary Academic Advisor	1.00	34,716	0	0	0	0	0	0	No	No	No	No		34,716			
28 Chelsie Herman Academic Advisor	1.00	34,050	0	0	0	0	0	0	No	No	No	No		34,050			
29 Eric Kile Academic Advisor	1.00	34,508	0	0	0	0	0	0	No	No	No	No		34,508			
30 Cindy Rice Accountant	1.00	34,508	0	0	0	0	0	0	No	No	No	No		34,508			
31 Shaela Priaulx Ticket Office Manager	1.00	34,508	0	0	0	0	0	0	No	No	No	No		34,508			
32 Adam Parker Director of Promotions	1.00	34,508	0	0	0	0	0	0	No	No	No	No		34,508			
33 Brent Moore Corp Services Coord	1.00	34,508	0	0	0	0	0	0	No	No	No	No		34,508			
34 Brandon Voigt Asst Athletic Trainer	1.00	35,007	0	0	0	0	0	0	No	No	No	No		35,007			
35 Jared Aurich Asst Strength Coach	1.00	35,007	7,000	0	0	0	0	0	No	No	No	No		35,007		7,000	
36 Ron Dibelius Asst to the AD	1.00	50,000	0	0	0	0	0	0	Yes	Yes	No	No		50,000			
37 Ryan Russell Asst Strength Coach	1.00	32,000	0	0	0	0	0	0	No	No	No	No		30,600			

Intercollegiate Athletics Compensation Report  
Boise State University  
FY2007 Estimation of Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	All Compensation					
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other			
38 Men's Sports																		
39 Football																		
40 Chris Peterson Head Coach	1.00	602,971		100,000	3,500	0	166,667	0	Yes	Yes	No	Yes	150,000	719,638	3,500			
41 Sean Kugler Assistant Coach	1.00	178,510	11,000		750	0	19,950	0	No	Yes	No	No		198,460	11,750			
42 Bryan Harsin Assistant Coach	1.00	141,604	11,000	25,000	750	0	18,620	0	No	Yes	No	No		185,224	11,750			
43 Justin Wilcox Assistant Coach	1.00	141,604	11,000	25,000	750	0	18,620	0	No	Yes	No	No	105,214	80,010	11,750			
44 Viliami Tuivai Assistant Coach	1.00	83,265	11,000	6,000	750	0	9,975	0	No	Yes	No	No		99,240	11,750			
45 Marcel Yates Assistant Coach	1.00	106,152	11,000	8,000	750	0	11,305	0	No	Yes	No	No		125,457	11,750			
46 Jeff Choate Assistant Coach	1.00	119,007	11,000		750	0	13,300	0	No	Yes	No	No	15,503	116,804	11,750			
47 Pete Kwiatkowski Assistant Coach	1.00	100,210	11,000		750	0	10,640	0	No	Yes	No	No	49,548	61,302	11,750			
48 Scott Huff Assistant Coach	1.00	73,211	11,000	4,150	750	0	8,645	0	No	Yes	No	No		86,006	11,750			
49 Brent Pease Assistant Coach	1.00	105,154	11,000		750	0	11,305	0	No	Yes	No	No	52,000	64,459	11,750			
50 Keith Bhonapha Dir of FB Operations	1.00	47,620	11,000		0	0	5,320	0	No	Yes	No	No		52,940	11,000			
51		FY07 salary including 5 months of salary increase (Feb 1 - June 30, 2007)						Winning & BCS Fiesta Bowl										
52																		
53 Basketball																		
54 Greg Graham Head Coach	1.00	265,013	10,000	0	7,500	0	0	0	Yes	Yes	No	Yes	135,013	130,000	17,500			
55 Andy McClousky Assistant Coach	1.00	62,317	8,000	0	1,250	0	0	0	No	Yes	No	No		62,317	9,250			
56 Tim Cleary Assistant Coach	1.00	57,180	8,000	0	1,500	0	0	0	No	Yes	No	No		57,180	9,500			
57 Julious Coleman Assistant Coach	1.00	34,986	8,000	0	1,250	0	0	0	No	No	No	No		34,986	9,250			
58																		
59 Wrestling																		
60 Greg Randall Head Coach	1.00	45,677	0	0	0	0	5,000	0	No	Yes	No	No		50,677	-			
61 Chris Owens Assistant Coach	0.83	33,426	0	0	0	0	500	0	No	No	No	No		33,926	-			
62 Kirk White Assistant Coach	0.75	18,949	0	0	0	0	0	0	No	No	No	No		18,949	-			
63 Golf																		
64 Kevin Burton Head Coach	1.00	32,303	0	0	0	0	0	0	Yes	Yes	No	No		32,303	-			
65 Tennis																		
66 Greg Patton Head Coach	1.00	90,647	0	0	0	0	2,000	0	No	Yes	No	No		92,647	-			
67 Morgan Shepard Assistant Coach	1.00	17,000	0	0	0	0	750	0	No	No	No	No		17,750	-			
68																		
69 Men/Women's Track & Field																		
70 Mike Maynard Head Coach	1.00	75,650	0	0	0	0	6,000	0	No	Yes	No	No		81,650	-			
71 David Welch Assistant Coach	1.00	35,028	0	0	0	0	1,750	0	No	No	No	No	29,487	7,291	-			
72 Petros Kyprianou/Jak Assistant Coach	1.00	35,028	0	0	0	0	1,500	0	No	No	No	No	30,161	6,367	-			
73 Amy Christoffersen Assistant Coach	1.00	40,020	0	0	0	0	1,500	0	No	No	No	No	34,644	6,876	-			

Intercollegiate Athletics Compensation Report  
Boise State University  
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Depart/Name/Title	FTE	Compensation				Contract Bonus			Perks			Multi-Yr Contract	All Compensation			
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	
74 Women's Sports																
75 Basketball																
76 Gordon Presnell Head Coach	1.00	93,912	0	5,100	0	0	0	0	0	No	Yes	No	Yes	93,912	5,100	
77 Ali Payne Assistant Coach	1.00	42,245	0	0	0	0	0	0	0	No	Yes	No	No	36,579	5,666	
78 Heather Sower Assistant Coach	1.00	40,165	7,750	0	0	0	0	0	0	No	Yes	No	No	40,165		7,750
79 Toriano Towns Assistant Coach	1.00	42,245	0	0	0	0	0	0	0	No	No	No	No		42,245	
80 Soccer																
81 Steve Lucas Head Coach	1.00	46,584	0	0	0	0	0	0	0	No	Yes	No	No	46,584		
82 Michelle Zentz Assistant Coach	1.00	33,763	3,500	0	0	0	0	0	0	No	No	No	No	33,763		3,500
83 Volleyball																
84 Robin Davis Head Coach	1.00	70,013	3,200	0	0	0	0	0	0	No	Yes	No	Yes	68,000	2,013	3,200
85 Doug English Assistant Coach	1.00	34,008	4,000	0	0	0	0	0	0	No	No	No	No		34,008	4,000
86 Kelle Bond Assistant Coach	1.00	35,007	3,400	0	0	0	0	0	0	No	No	No	No	35,007		3,400
87 Gymnastics																
88 Sam Sandmire Head Coach	1.00	56,328	1,100	0	0	0	0	0	0	Yes	Yes	No	No	54,269	2,059	1,100
89 Neil Resnick Assistant Coach	1.00	40,020	0	0	0	0	0	0	0	No	No	No	No	40,020		
90 Tina Bird Assistant Coach	1.00	35,090	1,100	0	0	0	0	0	0	No	No	No	No		35,090	1,100
91 Tennis																
92 Mark Tichenor Head Coach	1.00	40,165	0	0	0	0	0	0	0	No	No	No	No	44,182		
93 TBD Assistant Coach	1.00	15,642	0	0	0	0	0	0	0	No	No	No	No	17,000		
94 Golf																
95 Lisa Wasinger Head Coach	1.00	32,303	0	0	0	0	0	0	0	Yes	Yes	No	No	32,303		
96 Swimming																
97 Kristin Hill Head Coach	1.00	40,020	0	0	0	0	0	0	0	Yes	Yes	Yes	No		40,020	
98 Laurel Hill Assistant Coach	1.00	22,007								No	No	No	No		22,007	

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Intercollegiate Athletics Compensation Report  
 Idaho State University  
 FY 2006 Actual Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding		
		Base Salary	Camps/ Clinics	Equip Co Media	& Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other
Athletic Administration:															
1 Paul Bubb Athl Dir	1.00	128,739							1,200	Yes		No	128,739	1,200	
2 Jim Kramer Fiscal Officer	1.00	37,000										No	37,000		
3 Frank Mercogliano Sports Info Dir	1.00	44,141										No	44,141		
4 Jason Erickson Asst Sports Inf Dir	1.00	26,206										No	26,206		
5 Phillip Luckey Men's Trainer	0.91	44,908	276									No	44,908	276	
6 Jody Wotowey Assoc Trainer	1.00	35,529	300									No	35,529	300	
7 Thomas Brock Asst Trainer	1.00	32,450										No	32,450		
8 David Hofmaier Stngth Coach	1.00	40,609										No	40,609		
9 Kaci Williams Asst Stngth Coach	0.87	25,492										No	22,129	3,363	
10 Zach Nott Asst Stngth Coach	0.13	3,154										No	3,154		
11 Nancy Graziano Assoc Athl Dir	1.00	61,021										No		61,021	
12 Matthew Steuart Dir Acad Service	1.00	31,932										No		31,932	
13 Michael Pritchett Market/Prom Dir	1.00	31,838										No		31,838	
14 Michelle Railsback Media Relations	0.50	15,787										No	7,132	8,655	
15 Mark Salisbury Adm Counselor	1.00	20,792										No		20,792	
16 Rance Pugmire Sr. Assoc Athl Dir	1.00	60,065							1,200	Yes		No		61,265	
17 Donna Hayes Fund Raiser	1.00	34,688										No		34,688	
18															
19 Bengal Foundation															
20 Daniel Ingram Dir/Annl Giving	1.00	37,939										No		37,939	
21															
22															
23 ISU Bengal Dance															
24 Hiliary Hofmaier Coach	0.45	18,089										No	18,089		
25															



Intercollegiate Athletics Compensation Report  
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Depart/Name/Title	FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding				
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other		
26 Men's Sports																	
27 Football																	
28 Larry Lewis Hd Coach	0.91	96,343	2,400	11,500					Yes		Yes	96,343	11,500	2,400			
29 Bruce Barnum Asst Coach	1.00	55,451	2,400								No	55,451		2,400			
30 Nick Whitworth Asst Coach	1.00	25,798	2,400								No	25,798		2,400			
31 Mark Rhea Asst Coach	0.77	25,514	2,400								No	25,514		2,400			
32 William Plemons Asst Coach	0.23	7,386									No	7,386					
33 Joe Borich Asst Coach	1.00	33,478	2,400						Yes		No	33,478		2,400			
34 Joe Lorig Asst Coach	1.00	37,615	2,400						Yes		No	37,615		2,400			
35 Bryant Thomas Asst Coach	1.00	29,863	2,400								No	29,863		2,400			
36 Torey Hunter Asst Coach	1.00	29,863	2,400								No	29,863		2,400			
37 Stacy Collins Asst Coach	1.00	21,321	1,400								No	10,340	10,981	1,400			
38																	
39 Basketball																	
40 Doug Oliver Hd Coach	0.78	93,734		6,065					Yes		No	93,734	6,065				
41 Joe O'Brien Hd Coach	0.18	21,990							Yes		Yes	21,990					
42 Louis Wilson Asst Coach	0.85	44,500	2,564					2,856			No	44,500	2,856	2,564			
43 Geoffrey Alexander Asst Coach	0.15	7,850							Yes		No	7,850					
44 Jay McMillin Asst Coach	0.85	44,285	2,564					2,856	Yes		No	44,285	2,856	2,564			
45 Steve Swanson Asst Coach	0.15	6,924							Yes		No	6,924					
46																	
47 Tennis																	
48 Robert Goeltz Hd Coach	0.43	18,079									No	18,079					
49 Tom Goodwin Asst Coach	0.21	5,986									No	5,986					
50																	
51 Track & Field																	
52 David Nielsen Hd Coach	0.46	25,426	63					481			No	25,426	481	63			
53 Jackie Poulson Asst Coach	0.50	8,333	63								No	8,333		63			
54																	
55 Golf																	
56 David Molitor Hd Coach	0.50	18,845									No	18,845					
57																	
58 Cross Country																	
59 Brian Janssen Hd Coach	0.50	22,323	175					420			No	22,323	420	175			
60																	

Intercollegiate Athletics Compensation Report  
 Idaho State University  
 FY 2006 Actual Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding			
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	
61 Women's Sports																
62 Basketball																
63 Jon Newlee Hd Coach	0.96	71,518	880				1,338			Yes		Yes	71,518	1,338	880	
64 Gavin Petersen Asst Coach	1.00	35,653	413									No	35,653		413	
65 Mindy Lasater Newlee Asst Coach	1.00	32,450	880							Yes		No	32,450		880	
66																
67 Volleyball																
68 (*) Mike Welch Hd Coach	0.91	51,492	1,500					1,031		Yes		Yes	51,492	1,031	1,500	
69 Mika Robinson Asst Coach	1.00	31,520	2,666									No	31,520		2,666	
70																
71 Tennis																
72 Robert Goeltz Hd Coach	0.43	18,079										No	18,079			
73 Tom Goodwin Asst Coach	0.21	5,986										No	5,986			
74																
75 Track & Field																
76 David Neilsen Hd Coach	0.45	25,426	63				481					No	25,426	481	63	
77 Jackie Poulson Asst Coach	0.50	8,333	63									No	8,333		63	
78																
79 Golf																
80 David Molitor Hd Coach	0.50	18,845										No	18,845			
81																
82 Cross Country																
83 Brian Janssen Hd Coach	0.50	22,323	175				420					No	22,323	420	175	
84																
85 Soccer																
86 Mark Salisbury Hd Coach	0.65	35,846	4,036					2,079		Yes		No	35,846	2,079	4,036	
87 Allison Gibson Hd Coach	0.35	18,351								Yes		Yes	18,351			
88 Amanda Fox Asst Coach	1.00	34,098	3,754									No	34,098		3,754	
89																
90 Softball																
91 Larry Stocking Hd Coach	1.00	44,245								Yes		Yes	44,245			

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Intercollegiate Athletics Compensation Report  
 Idaho State University  
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Depart/Name/Title	FTE	Compensation			Contract Bonuses			Perks			Multi-Yr Contract	Funding		
		Base Salary	Camps/Clinics	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other
Athletic Administration:														
1 Paul Bubb Athl Dir	1.00	125,445						1,300	Yes		No	125,445	1,300	
2 Jim Kramer Fiscal Officer	1.00	54,600									No	54,600		
3 Vacant Compliance Dir	0.50	16,006									No	16,006		
4 Vacant Video Coordin	1.00	28,018									No	28,018		
5 Frank Mercogliano Sports Info Dir	1.00	43,035	100								No	43,035		100
6 Jason Erickson Asst Sports Inf Dir	1.00	29,751									No	29,751		
7 Phillip Luckey Men's Trainer	0.91	43,796	325								No	43,796		325
8 Jodi Wotowey Assoc Trainer/Ins	1.00	37,002	385								No	37,002		385
9 Thomas Brock Asst Trainer	1.00	31,554									No	31,554		
10 David Hofmaier Stngth Coach	1.00	39,603	50								No	39,603		50
11 Kaci Williams Asst Stngth Coach	1.00	24,731									No	24,731		
12 Mark Salisbury Admission Coun.	1.00	33,267									No		33,267	
13 Matthew Steuart Dir Acad Service	1.00	32,635									No		32,635	
14 Nancy Graziano Assoc Athl Dir	1.00	60,070									No		60,070	
15 Michelle Railsback/Vacant Media Relations	0.16	2,853									No	2,853		
16 Michael Pritchett Market/Prom Dir	1.00	31,242									No		31,242	
17 Rance Pugmire/Vacant Asst Dir of Devel	0.35	20,462						1,300	Yes		No		21,762	
18 Donna Hayes Fund Raiser	1.00	36,215									No		36,215	
19														
20 Bengal Foundation														
21 Jay McMillin Dir/Annl Giving	1.00	36,317									No		36,317	
22														
23														
24 ISU Bengal Dance														
25 Hilary Hofmaier Coach	0.45	17,885									No	17,885		
26														

Intercollegiate Athletics Compensation Report  
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Depart/Name/Title	FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding				
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other		
27 Men's Sports																	
28 Football																	
29 Larry Lewis (A) Hd Coach	0.91	93,732	3,472	12,500	45,927					Yes		Yes	93,732	12,500		49,399	
30 John Zamberlin (B) Hd Coach	0.46	45,510								Yes		Yes	45,510				
31 Bruce Barnum (A) Asst Coach	0.50	36,288	3,472									No	36,288			3,472	
32 Mike Orthmann (B) Asst Coach	0.50	22,506										No	22,506				
33 Stacy Collins (A) Asst Coach	0.50	19,110	4,960									No	19,110			4,960	
34 Brandon Valeria (B) Asst Coach	0.50	12,501										No	12,501				
35 William Plemons (A) Asst Coach	0.50	16,156	3,472									No	16,156			3,472	
36 Aaron Hinline (B) Asst Coach	0.50	14,997										No	14,997				
37 Joe Borich (A) Asst Coach	0.50	21,910	3,472							Yes		No	21,910			3,472	
38 Brian Jensen (B) Asst Coach	0.50	17,254										No	17,254				
39 Joe Lorig (A) Asst Coach	0.50	30,282	3,472							Yes		No	30,282			3,472	
40 Brian Strandley (B) Asst Coach	0.50	22,506										No	22,506				
41 Bryant Thomas (A) Asst Coach	0.50	19,544	3,293									No	19,544			3,293	
42 Drew Miller (B) Asst Coach	0.50	13,998										No	13,998				
43 Torey Hunter (A) Asst Coach	0.50	19,544	3,472									No	19,544			3,472	
44 Steve Amrine (B) Asst Coach	0.50	16,702										No	16,702				
45 Nick Whitworth Asst Coach	1.00	27,456	3,472									No	27,456			3,472	
46																	
47 Basketball																	
48 Joe O'Brien Hd Coach	0.96	90,739	0	10,000						Yes		Yes	90,739	10,000			
49 Geoffrey Alexander Asst Coach	1.00	40,019	1,118									No	40,019			1,118	
50 Steve Swanson Asst Coach	1.00	50,003	1,118							Yes		No	50,003			1,118	
51 Rodrick Rhodes Asst Coach	1.00	24,003	2,525									No	24,003			2,525	
52																	
53 Tennis																	
54 Robert Goeltz Hd Coach	0.43	17,838										No	17,838				
55 Orhwerakpojemre Okoh Asst Coach	0.21	5,804										No	5,804				
56																	
57 (A) = indicates previous coach																	
58 (B) = indicates current coach																	
59 Track & Field																	
60 David Nielsen Hd Coach	0.46	25,023										No	25,023				
61 Jackie Poulson Asst Coach	0.50	12,366										No	12,366				
62																	
63 Golf																	
64 David Molitor Hd Coach	0.50	18,210										No	18,210				
65																	
66 Cross Country																	
67 Brian Janssen Hd Coach	0.50	21,840										No	21,840				
68																	

Intercollegiate Athletics Compensation Report  
Idaho State University  
FY 2007 Estimated Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract	Funding			
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Acad Perform.	Club Mbership	Car	Other		State Approp.	Program Revenue	All Other	
69 Women's Sports																
70 Basketball																
71 Jon Newlee Hd Coach	0.96	76,417	2,000	5,000					Yes		Yes	76,417	5,000	2,000		
72 Gavin Petersen Asst Coach	1.00	38,106	500								No	38,106		500		
73 Jordan Green Asst Coach	1.00	20,010	650								No	20,010		650		
74 Christa Brossman Asst Coach	1.00	25,002									No	25,002				
75																
76 Volleyball																
77 (*) Mike Welch Hd Coach	0.91	49,762	6,000			1,052		1,052	Yes		Yes	49,762	2,104	6,000		
78 Mika Robinson Asst Coach	1.00	33,238	2,000								No	33,238		2,000		
79																
80 Tennis																
81 Robert Goeltz Hd Coach	0.43	17,838									No	17,838				
82 Orhwerakpojemre Okoh Asst Coach	0.21	5,804									No	5,804				
83																
84 Track & Field																
85 David Neilsen Hd Coach	0.45	25,023									No	25,023				
86 Jackie Poulson Asst Coach	0.50	12,366									No	12,366				
87																
88 Golf																
89 David Molitor Hd Coach	0.50	18,210									Yes	18,210				
90																
91 Cross Country																
92 Brian Janssen Hd Coach	0.50	21,840									Yes	21,840				
93																
94 Soccer																
95 Allison Gibson Hd Coach	1.00	47,123	1,000					1,731	Yes		Yes	47,123	1,731	1,000		
96 Hideki Nakada Asst Coach	1.00	24,003									No	24,003				
97																
98 Softball																
99 Larry Stocking Hd Coach	1.00	47,070							Yes		Yes	47,070				
100 Andrea Wilson Asst Coach	1.00	24,003									No	24,003				

(\*) These coaches receive pay for their participation in off-campus clinics or events. These earnings are not reflected in the Regular Salary payroll costs for Idaho State University.

Include all budgeted exempt positions. Compensation includes all payments made through the college/universities payroll system.

If a coach has an agreement with an apparell company, cash payments (payroll) should be reported as compensation. Report the value of clothes and equipment that you know coaches receive in the Perks--Other column. Payments from the foundation should be reported in the other column. Indicate "Yes" or "No" if department employees have an assigned car. If there has been turnover in a position, the FTE should reflect the percent of time employed.

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Intercollegiate Athletics Compensation Report  
University of Idaho  
FY2006 Actual Compensation

Depart/Name	Title	FTE	Compensation				Maximum Contract Bonuses			Perks			All Compensation		
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Athletic Administration:															
1	Rob Spear		Athletic Director	1.00	148,747		5,000				yes	yes	yes		5,000
2	Dee Menzies*		Sr Assoc AD	0.25	25,785										
3	John Wallace		Dir. Compl	0.57	37,676										
4	Becky Paull		SID	1.00	48,283										400
5	Refvem, Nick		Asst Trainer	0.87	32,584	400									2,300
6	Megan Borchert		Asst Trainer	1.00	37,531	2,300									
7	Jackie Williams		Asst Trainer	0.10	10,547										
8	Barrie Steele		Hd Trainer	1.00	65,733		50								50
9	Rick Darnell		Assoc AD	1.00	72,183						yes				
10	Kelly Zimmerman		Academics	1.00	48,504										1,500
11	Scott Gadeken		Strength Coac	1.00	44,978	1,500									
12	Matt Kleffner		Assoc AD	1.00	78,003										1,000
13	Sam Teevens		Video Coor.	1.00	41,894	1,000									
14	Maureen Taylor		Asst. AD	1.00	48,570										
15	Tom Morris		Dir. Sales	0.70	43,580						yes				
16	Devon Thomas		Asst. Promo	1.00	35,755										1,150
17	Shawn Vasquez		Dir. Equip Rm	1.00	38,941	1,150									
18	Mahmood Sheikh		Devl. Coor.	1.00	47,247						yes				
19	Shelly Femreite		Devl. Coor.	0.83	32,886										



Intercollegiate Athletics Compensation Report  
University of Idaho  
FY2006 Actual Compensation

Depart/Name	Title	FTE	Compensation				Maximum Contract Bonuses			Perks			All Compensation			
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other	
20	Men's Sports															
21	Football															
22	Nick Holt	Hd Coach	0.66	111,215		70,000	1,000				yes	yes	yes	111,215	70,000	1000
23	Nate Kaczor	Assistant	0.77	67,368	1,250							yes		67,368		1,250
24	Jeff Mills	Assistant	1.00	78,099	3,250							yes		78,099		3,250
25	Joel Thomas	Assistant	0.66	58,909	1,250							yes		58,909		1,250
26	Chad Brown	Assistant	0.59	27,493	2,300							yes		27,493		2,300
27	Jason Eck	Assistant	1.00	44,439	2,850							yes		44,439		2,850
28	Jonathan Smith	Assistant	1.00	45,766	2,850							yes		45,766		2,850
29	Johnny Nansen	Assistant	1.00	44,422	2,650							yes		44,422		2,650
30	Alundis Brice	Assistant	1.00	39,058	2,650							yes		39,058		2,650
31	James Cregg	Assistant	1.00	55,109	2,650							yes		55,109		2,650
32	Dennis Erickson	Hd Coach	0.37	51,174										51,174		
33	Dan Cozzetto	Assistant	0.37	30,468	1,000									30,468		1,000
34	J. Gregg Smith	Assistant	0.37	27,698	1,000									27,698		1,000
35	Jamie Christian	Assistant	0.37	17,139	1,000									17,139		1,000
36	Basketball															
37	Leonard Perry	Hd Coach	1.00	121,824	821	60,000	4000-merch	4,423				yes	yes	121,824	64,423	4,821
38	Nate Tessmer	Assistant	0.77	29,653	4,678							yes		29,653		4,678
39	George Pfeifer	Asst./Head	1.00	64,238	3,119	10,000						yes		64,238	10,000	3,119
40	Leroy Washington	Assistant	1.00	53,525	410	10,000						yes		53,525	10,000	410
41	Brian Hancock	Assistant	0.18	8,173										8,173		
42	DeMarlo Slocum	Assistant	0.18	8,173	500									8,173		500
43	Men's Track & XC															
44	Wayne Phipps	Hd Coach	1.00	45,274				2,000						45,274	2,000	
45	Julie Taylor	Assistant	0.50	15,421										15,421		
46	Golf															
47	Brad Rickel	Hd Coach	0.50	21,858		2,750						yes		21,858	2,750	
48	Tennis															
49	Katrina Perlman	Hd Coach	0.50	16,570										16,570		
50																

Intercollegiate Athletics Compensation Report  
University of Idaho  
FY2006 Actual Compensation

Depart/Name	Title	FTE	Compensation				Maximum Contract Bonuses			Perks			All Compensation				
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other		
51	Women's Sports																
52	Basketball																
53	Mike Divilbiss	Hd Coach	1.00	95,988		15,000	1,000	6,155				yes	yes	yes	95,988	21,155	1,000
54	Debbie Roueche	Assistant	1.00	51,166	4,780								yes		51,166		4,780
55	Jeff Crouse	Assistant	1.00	34,745	2,000	6,000							yes		34,745	6,000	2,000
56	Women's Track & XC																
57	Yogi Teevens	Hd Coach	1.00	50,643				2,000							50,643	2,000	
58	Julie Taylor	Assistant	0.50	15,421											15,421		
59	Volleyball																
60	Debbie Buchanan	Hd Coach	1.00	72,823	2,450	15,000		4,662	4,662				yes	yes	72,823	24,324	2,450
61	Ken Murphy	Assistant	0.77	36,731	5,650	5,000							yes		36,731	5,000	5,650
62	Mike Bryant	Assistant	0.07	2,703											2,703		
63	Sarah McFarland	Assistant	0.96	22,363	4,000	5,000									22,363	5,000	4,000
64	Women's Soccer																
65	Peter Showler	Hd Coach	1.00	35,156	2,700	6,000									35,156	6,000	2,700
66	Morgan Crabtree	Assistant	1.00	21,671	900										21,671		900
67	Women's Golf																
68	Brad Rickel	Hd Coach	0.50	21,858		2,750							yes		21,858	2,750	
69	Tennis																
70	Katrina Perlman	Hd Coach	0.50	16,570											16,570		
71	Women's Swimming																
72	Tom Jager	Hd Coach	1.00	57,517	24,000								yes		57,517		24,000

\*incl. Annual leave payoff

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Intercollegiate Athletics Compensation Report  
 University of Idaho  
 FY2007 Estimated Compensation  
 Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonus			Other		Multi-Yr Contract	All Compensation		
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car		State Approp.	Program Revenue	All Other
Athletic Administration:														
1 Rob Spear Athletic Director	1.00	145,995		5,000	2,000				yes	yes	yes	139484	11,511	2000
2 John Wallace Dir. of Compl.	1.00	63,856												
3 Becky Paull Dir. Med. Rel	1.00	48,505												
4 Ian Klei Asst. Med Rel	0.96	31,376												
5 Megan Borchert< Asst Trainer	0.86	32,073	1,000											1,000
6 Nick Refvem Asst Trainer	1.00	37,284	500											500
7 Barrie Steele Hd Trainer	1.00	65,166												
8 Rick Darnell Assoc AD	1.00	72,113								yes				
9 Kelly Zimmerman Academics	0.11	6,133												
10 Matt Leituala Dir. Acad.	0.61	29,542												
11 Chris Dyko Assoc Dir. Acad	0.65	26,166												
12 Scott Gadeken Strength Coach	1.00	45,011	850											850
13 Matt Kleffner Sr. Assoc AD	1.00	78,707		2,500									2,500	
14 Sam Teevens Video Coord.	1.00	41,537	850											850
15 Maureen Taylor Asst. AD	1.00	50,086												
16 Devon Thomas Dir. Mar/Prom	1.00	43,014												
17 Shawn Vasquez Dir. Equip Rm	1.00	41,288	1,175											1,175
18 Mahmood Sheikh Asst. AD/Dev	1.00	49,171								yes				
19 Shelly Femreite Devl. Coord.	1.00	38,001								yes				

Intercollegiate Athletics Compensation Report  
 University of Idaho  
 FY2007 Estimated Compensation  
 Compensation

Depart/Name/Title	FTE	Compensation			Contract Bonus			Other		Multi-Yr Contract	All Compensation			
		Base Salary	Camps/ Clinics	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car		State Approp.	Program Revenue	All Other	
20 Men's Sports														
21 Football														
22 Dennis Erickson* Hd Coach	0.50	80,655		70,000				yes	yes		80,655	70,000		
23 Robb Akey Hd Coach	0.50	76,308							yes		76,308			
24 Dan Cozzetto*^ Assistant	0.50	43,667	1,700					yes			43,667		1,700	
25 Steve Axman# Assistant	0.46	50,160	1,500								50,160		1,500	
26 Jeff Mills**^ Assistant	1.00	80,017	1,700					yes			80,017		1,700	
27 J. Gregg Smith*^ Assistant	0.50	45,656	1,700					yes			45,656		1,700	
28 Jamie Christian*^ Assistant	0.50	25,685	8,700					yes			25,685		8,700	
29 Jason Eck**^ Assistant	1.00	45,011	4,450					yes			45,011		4,450	
30 Jonathan Smith^ Assistant	1.00	50,003	1,700					yes			50,003		1,700	
31 Johnny Nansen^ Assistant	1.00	45,011	1,700					yes			45,011		1,700	
32 Alundis Brice**^ Assistant	1.00	42,973	1,700					yes			42,973		1,700	
33 James Cregg**^ Assistant	1.00	54,641	1,700					yes			54,641		1,700	
34 Mark Criner# Assistant	0.42	44,431	1,500					yes			44,431		1,500	
35 Rod Plummer# Assistant	0.42	23,276	1,500					yes			23,276		1,500	
36 Luther Carr# Assistant	0.42	17,353	1,500					yes			17,353		1,500	
37 Patrick Libey# Assistant	0.46	18,470	1,500					yes			18,470		1,500	
38 Al Genatone# Assistant	0.50	19,548	1,500					yes			19,548		1,500	
39 Dan Finn# Assistant	0.42	16,931	1,500					yes			16,931		1,500	
40 Basketball														
41 Leonard Perry Hd Coach	0.20	23,462									23,462			
42 George Pfeifer Hd Coach	1.00	99,970		45,000				yes	yes		99,970	45,000		
43 Leroy Washington Assistant	1.00	53,560	500	16,500				yes			53,560	16,500	500	
44 Brian Hancock Assistant	1.00	42,515	500	5,000				yes			42,515	5,000	500	
45 DeMarlo Slocum Assistant	1.00	42,515	500	5,000				yes			42,515	5,000	500	
46 Men's Track & XC														
47 Wayne Phipps Hd Coach	1.00	44,803					2,000		yes		44,803	2,000		
48 Julie Taylor Assistant	0.50	15,309									15,309			
49 Golf														
50 Brad Rickel Hd Coach	0.50	21,673		2,750				yes	yes		21,673	2,750		
51 Tennis														
52 Jeff Beaman Hd Coach	0.42	13,921									13,921			
53														

Intercollegiate Athletics Compensation Report  
 University of Idaho  
 FY2007 Estimated Compensation  
 Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonus			Other		Multi-Yr Contract	All Compensation		
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car		State Approp.	Program Revenue	All Other
54 Women's Sports														
55 Basketball														
56 Mike Divilbiss Hd Coach	1.00	90,001		15,000					yes	yes	yes	90,001	15,000	
57 Alison Chase Assistant	0.96	43,660								yes		43,660		
58 Jeff Crouse Assistant	1.00	41,724	5,000							yes		41,724		5,000
59 Women's Track & XC														
60 Yogi Teevens Hd Coach	1.00	49,608					2,000				yes	49,608	2,000	
61 Julie Taylor Assistant	0.50	15,309										15,309		
62 Volleyball														
63 Debbie Buchanan Hd Coach	1.00	76,065	7,500	15,000		5,851				yes	yes	76,065	13,351	7,500
64 Mike Bryant Assistant	1.00	37,003	5,000	7,000						yes		37,003	7,000	5,000
65 Moritz Moritz Assistant	1.00	29,784	5,000	3,000								29,784	3,000	5,000
66 Women's Soccer														
67 Peter Showler Hd Coach	1.00	34,840	1,500	6,000			833					34,840	6,000	2,333
68 Morgan Crabtree Assistant	1.00	23,670	1,300									23,670		1,300
69 Women's Golf														
70 Brad Rickel Hd Coach	0.50	21,675		2,750		1,667				yes	yes	21,675	4,417	
71 Tennis														
72 Jeff Beaman Hd Coach	0.42	13,921										13,921		
73 Women's Swimming														
74 Tom Jager Hd Coach	1.00	48,110		15,000		500				yes	yes	48,110	15,500	

\*includes annual leave payout - resigned to coach at Arizona State)  
 \*\*not retained by new football coach but paid until end of contract (June 30)  
 ^actual pay summer 2006  
 #estimated summer camp pay 2007  
 <balance paid by HPERD for teaching

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# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2006 Actual Compensation

Depart/Name/Title	FTE	Compensation				Bonus paid in FY06			Other			All Compensation		
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Athletic Administration:														
1 Vacant Athletic Director	1.00	60,008							No	No	No			
2 Tracy Collins Trainer	1.00	34,765							No	No	No	34,765		
3 Jamie White Dir of Aux Svc/NAIA Series Coord.	1.00	64,673							No	No	No	37,510	27,163	
4 Cindi Durgan Athl Devl Officer	0.75	27,557							No	No	No	27,557		
5														
6 Men's Sports														
7 Basketball														
8 Tim Walker Head Coach	1.00	43,469	3,248						No	Yes	No	43,469	3,248	
9 Rick Dessing Asst. Coach	0.16	5,000							No	No	No		5,000	
10														
11 Baseball														
12 Ed Cheff Head Coach	1.00	70,958							No	Yes	No	67,410	3,548	
13 Gary Picone Asst. Coach	1.00	34,964	2,500		5,056				No	No	No	34,964	2,500	5,056
14 Gus Knickrehm Asst. Coach	0.73	16,149	450						No	No	No	7,892	3,438	5,269
15														
16 Cross-Country														
17 Mike Collins Head Coach	0.14	7,958							No	No	No	6,488	1,470	
18														
19 Tennis														
20 Kai Fong Head Coach	0.14	6,061							No	No	No	6,061		
21														
22 Golf														
23 Paul Thompson Head Coach	0.30	5,580							No	No	No	5,580		
24 Steve Tilden Asst. Coach	0.05	1,500							No	No	No		1,500	



# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2006 Actual Compensation

Page 2

Depart/Name/Title	FTE	Compensation				Maximum Contract Bonuses			Perks		Multi-Yr Contract	All Compensation		
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car		State Approp.	Program Revenue	All Other
Women's Sports														
Basketball														
25	Brian Orr	Head Coach	1.00	43,882	3,248				No	Yes	No	43,882	3,248	
26	Scott Thompson	Asst. Coach	0.16	5,000					No	No	No		5,000	
27														
Cross-Country														
28	Mike Collins	Head Coach	0.14	7,958					No	No	No	6,488	1,470	
29														
30														
Volleyball														
31	Erin Mellinger	Head Coach	1.00	47,626					No	No	No	47,626		
32	Angela Kulm	Asst. Coach	0.08	2,500									2,500	
33														
34														
Tennis														
35	Kai Fong	Head Coach	0.14	6,061					No	No	No	6,061		
36														
37														
Golf														
38	Paul Thompson	Head Coach	0.30	5,598					No	No	No	5,598		
39	Steve Tilden	Asst. Coach	0.05	1,500					No	No	No		1,500	
40														

\*= Camps are only estimates until all expenses have been paid.

# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2007 Estimated Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonus			Other			All Compensation		
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Memb.	Car	Multi-Yr Contract	State Approp.	Program Revenue	All Other
Athletic Administration:														
1 Gary Picone Director, Athletics	1.00	64,673							No	No	No	37,510		27,163
2 Brooke Cushman Asst. Director	1.00	40,000							No	No	No	40,000		
3 Tracy Collins Trainer	1.00	34,765							No	No	No	34,765		
4 Cindi Durgan Athl Devl Officer	1.00	36,733							No	No	No	36,733		
5														
6 Men's Sports														
7 Basketball														
8 Tim Walker Head Coach	1.00	42,227	4,200						No	Yes	No	42,227	4,200	
9 Rick Dessing Asst. Coach	0.50	8,300	250						No	No	No		8,550	
10														
11 Baseball														
12 Ed Cheff Head Coach	1.00	73,025							No	Yes	No	69,374	3,651	
13 Gus Knickrehm Asst. Coach	1.00	34,964	1,000						No	No	No	34,964	1,000	
14 Tyler Best Asst. Coach	0.63	21,205	1,000						No	No	No		3,842	18,363
15														
16 Cross-Country														
17 Mike Collins Head Coach	0.14	7,958							No	No	No	6,366	1,592	
18														
19 Tennis														
20 Kai Fong Head Coach	0.14	5,980							No	No	No	5,980		
21														
22 Golf														
23 Paul Thompson Head Coach	0.24	7,400							No	No	No	7,400		
24 Steve Tilden Asst. Coach	0.05	1,600							No	No	No		1,600	

# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2007 Estimated Compensation

Page 2

Depart/Name/Title	FTE	Compensation				Maximum Contract Bonuses			Perks		Multi-Yr Contract	All Compensation		
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car		State Approp.	Program Revenue	All Other
Women's Sports														
Basketball														
25	Brian Orr	Head Coach	1.00	42,656	5,000				No	Yes	No	42,656	5,000	
26	Robin Bogar	Asst. Coach	0.16	5,000					No	No	No		5,000	
27														
Cross-Country														
28	Mike Collins	Head Coach	0.14	7,958					No	No	No	6,367	1,591	
29														
30														
Volleyball														
31	Erin Mellinger	Head Coach	1.00	42,441					No	No	No	42,441		
32	Angela Kulm	Asst. Coach	0.08	2,500	500				No	No	No		3,000	
33														
34														
Tennis														
35	Kai Fong	Head Coach	0.14	5,980					No	No	No	5,980		
36														
37														
Golf														
38	Paul Thompson	Head Coach	0.36	11,100					No	No	No	11,100		
39	Steve Tilden	Asst. Coach	0.08	2,400					No	No	No		2,400	
40														

\*= Camps are only estimates until all expenses have been paid.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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

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

April 2002

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**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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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- 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**EASTERN IDAHO TECHNICAL COLLEGE**

**SUBJECT**

Eastern Idaho Technical College (EITC) requests approval to negotiate and execute a contract with Datatel, Inc. for the purchase of Student Information System (SIS) software.

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND**

EITC has been advised that support for its existing system will no longer be available as of July 1, 2007. The College has the opportunity now to move into current generation technology and services that the existing software system simply cannot provide.

**DISCUSSION**

SIS requirements were identified through a series of discussions with campus stakeholders. In cooperation with the Idaho Division of Purchasing (IDP), a Request for Proposal (RFP) was developed and issued on April 19, 2006. A copy of the RFP has been reviewed by Board staff and is available for review.

That process resulted in responses from three vendors: Datatel, Inc., Campus Management Corporation and Three Rivers Systems, Inc. After reviewing and considering the responses, IDP determined that all proposals did not meet the requirements of the RFP and consequently all were declared non-responsive.

EITC had the opportunity to review the products offered by Datatel, Inc. and Campus Management Corporation. The evaluation team awarded the highest number of points to Datatel, Inc. for its software structure and conformance with specification requirements. Because the RFP process had failed, EITC requested and was granted permission to negotiate with Datatel, Inc.

Negotiations with Datatel, Inc. resulted in a proposal of \$492,377 to include: application software, partner products and implementation services.

Estimated additional initial costs of implementing this system include: hardware upgrades totaling \$62,200, additional staffing of \$50,000 and first year training costs of \$30,000.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**EASTERN IDAHO TECHNICAL COLLEGE — continued**

**IMPACT**

A new system will provide increased integration and functionality and allow EITC to take advantage of current generation technology and services. EITC has reached the limitations of the current system and thus needs to consider a replacement of some type. Today's students expect online and real time access and services. The existing system does not and cannot offer this functionality.

Effort associated with a new, comprehensive, integrated SIS is expected to decrease significantly, while the quality of service, efficiency, effectiveness and improved process flow are expected to increase just as dramatically.

EITC proposes to fund the implementation of this system primarily with state general fund monies allocated through the Idaho Division of Professional-Technical Education with support from other sources as appropriate and necessary.

**ATTACHMENTS**

Attachment 1 — Risk Assessment	Page 3
Attachment 2 — Cost Benefit Analysis	Page 11

**STAFF COMMENTS AND RECOMMENDATIONS**

In compliance with Board Policy V.I.3.b, EITC management reviewed the proposed hardware and software acquisition with the Executive Director. Staff believes this acquisition is in the best interests of the institution. Although the EITC request is specifically to purchase software, the institution notes under 'Discussion' that additional for hardware (\$62,200, one-time), staffing (\$50,000, ongoing) and training (\$30,000, first year) will occur.

The maximum approval amount in the following motion has been increased from the requested amount of \$492,377 to \$525,000 to cover unforeseen cost increases.

Staff recommends approval.

**BOARD ACTION**

Motion to approve Eastern Idaho Technical College's request to negotiate and execute a contract with Datatel, Inc., for the purchase of Student Information System (SIS) software, at a cost not to exceed \$525,000.

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

## **Student Information System Risk Assessment**

### **PURPOSE:**

In compliance with the Information Technology Resource Management Council (ITRMC) *Policy 2040 and Guidelines 210 & 215*, Eastern Idaho Technical College (EITC) has completed this initial risk assessment.

### **TIMELINE:**

This is an initial assessment coincident with the release and evaluation of Request for Proposal (RFP). Periodic reviews to this and other critical information and reviews will be made throughout the project cycle.

### **ASSESSMENT:**

The following questions and responses are consistent with those outlined in *ITRMC Guideline 215, Risk Assessment Model* sections IV through VIII:

#### **IV. STRATEGIC RISK**

1. *To what degree is the project's purpose aligned with the Agency's overall business strategy?*

This question assesses the degree of alignment between the project objectives and the Agency's business objectives.

- A. The project direction is consistent with the business strategy, but the relationship has not been clearly documented

2. *How clearly are the expected project outcomes defined?*

This question is concerned with the way in which project objectives have been set. Vague objectives increase the probability that project outcomes will vary from the expectations/input of the project supervisors.

- A. Expected outcomes are well defined.

3. *Have metrics been established to verify the successful completion of each project phase?*

This question addresses the need to have a means of measuring project completion. Without these means, risk is increased.

- A. Metrics have been established for each phase of the project.



4. *To what extent are senior management committed to the project and its outcomes?*

The project is at much risk without the commitment from the senior management team.

A. Senior management are fully committed and have openly endorsed the project.

5. *How severe would be the result of late delivery?*

This question probes the urgency to which the new system is needed to perform the business processes.

A. Major disruption to the business because the new system is critical to the core business functions.

## **V. FINANCIAL RISK**

1. *What is the end-to-end expenditure that this project will require?*

This question assesses the overall financial risk to the State for the entire project (including all phases).

A. Less than \$10 M.

2. *Are the cost-benefits clearly defined with a documented write-up?*

This question will gauge the economic feasibility of the project. Without clear financial need for the proposed system, there is a risk that management will not see the need for the project.

A. Yes, a cost-benefit analysis has been performed by a qualified, experienced resource.

3. *Is there a clearly defined payback for this system?*

This measures the economic justification for a project. Projects with little or no payback often get canceled.

A. There is not a clearly defined payback, but the system is necessary regardless (i.e., for public safety, etc.).

4. *What is the payback time for the project?*

It is necessary to determine if the length of time to pay off the project investment is short enough to justify continuing the project.

A. The payback period will be greater than four (4) years.

5. *To what degree have existing expenditures met budgeted amounts?*

This question will assess the current budget performance to-date.

A. Existing expenditures have consistently been within budget amounts.

6. *Is the vendor well established in the business community, with a strong financial background?*

This question is intended to measure the vendor's viability in the community.

A. The vendor is well established and in good financial condition.

## **VI. PROJECT MANAGEMENT RISK**

1. *Does the project management team have relevant experience?*

This question determines the degree of experience in dealing with similar-sized projects.

A. Members of the project management team have experience leading projects of similar size and complexity.

2. *To what extent has a work plan been developed for the entire project lifecycle?*

This question determines if the proper resource levels have been ascertained throughout the whole project.

A. A detailed work plan has been created using an industry-accepted methodology and experience from projects of similar size and scope;

3. *To what degree have critical checkpoints and milestones been established for this project?*

This question determines if established checkpoints have been made for the project, and will allow the project managers to more effectively reach project milestones.

A. Milestones have been created for the project but dates are not firmly set.

4. *What is the total elapsed time of the project from start to finish?*

Longer projects typically are at more risk than shorter ones. This is because more influencing factors may be introduced throughout the life of the project.

A. 7 - 12 months.

5. *Have scope changes occurred which appear to exert pressure on schedule demands?*

This question will determine if the business requirements of the project have recently changed. Any such change can negatively impact the success of the project.

A. No scope changes have occurred.

6. *To what degree have “open issues” been tracked and included as part of ongoing management processes?*

This question probes the level of management involvement in day-to-day activities. Issue tracking is important so that unresolved issues do not pose a threat to the success of the project.

A. There is a method of issue tracking and resolution currently in place, which is generally used by all parties.

7. *Is the project development team organized and deployed to a single location?*

The project contains more risk if the development sites are spread out in various locations.

A. Development team members are in multiple locations but meet regularly.

8. *To what degree are the development and user skill requirements defined?*

This question explores the level of detail to which skill requirements have been defined.

A. Skill requirements have been clearly documented for all phases of the project, but do not include corresponding timeframe requirements.

## **VII. TECHNOLOGY RISK**

1. *Is there a plan for ensuring that deliverables meet the need of the users?*

This question intends to evaluate whether or not users are sufficiently included in the most important phase, final delivery.

A. There is a plan to ensure that the needs of the users are thoroughly met.

2. *Is there a system load test or other measures to ensure good system performance (i.e., measures to test response time, system efficiency, etc.)?*

This question measures system performance and the risk associated with failing to test for performance.

A. There is a load test for system performance in accordance with accepted industry standards.

3. *How thoroughly have the technology options been evaluated?*

This question explores how the options for all aspects of the hardware and software environment have been selected.

A. Experienced technical specialists performed a comprehensive evaluation of options using a proven methodology.

4. *What is the knowledge of the proposed technology environment?*

This question is concerned with the degree of knowledge available to the staff of the chosen hardware and operating system.

A. There are parts of the platform that are very clearly understood, however, aspects of the new platform will be seen for the first time.

5. *Do the key technologies appear to be the appropriate foundation, given the system design?*

This question assesses the degree to which the chosen technologies will be maintainable and upgradeable.

A. There is every reason to believe that the proposed technology represents a solid foundation for the foreseeable future.

6. *How many existing computer systems must the project system interact with?*

This question addresses the number of different computer interfaces that must be managed in order to complete the project.

A. A limited number of interfaces.

7. *To what extent will the new system enable de-installation of the existing system?*

This question will assess the degree to which the proposed system replaces an existing system process.

A. The new system will completely replace an existing system, or an existing system does not exist.

8. *What is the vendor's ability to implement the technology?*

This question measures the risk associated with vendor experience or lack of it.

A. The vendor has successfully completed a number of previous implementations.

**VIII. CHANGE MANAGEMENT / OPERATIONAL RISK**

1. *How is the acceptance testing plan being developed?*  
This question explores the assumptions about the way in which testing has been planned and conducted.
  - A. Acceptance planning is being developed using an industry-accepted methodology, with comprehensive input from user experts.
  
2. *Is the current operations organization prepared to support the new system?*  
This question assesses the degree to which the current operations unit can support the new system.
  - A. Operations has experience with similar environments but will probably require some degree of training.
  
3. *Is the proposed hardware/software environment in production already within the organization (i.e., mainframe, client server, middleware, etc.)?*  
This question addresses the additional problems that might be posed by introducing new and possible unfamiliar facilities, as well as a new system.
  - A. The environment is in production and is well established.
  
4. *How clearly defined are the system operating procedures (backups, restart/recovery, etc.)?*  
This question evaluates the thoroughness of system documentation for maintenance purposes.
  - A. Maintenance procedures exist and some documentation exists.
  
5. *How severely would business be impacted by a system failure?*  
This question probes the reliance that the business will place upon the system when it is operational.
  - A. Significant impact – system is critical to the business and contingency plan relies on work-around.
  
6. *What will be the magnitude of change that the new system will impose upon the users?*  
This question will determine how much change the system will inflict upon the organization. The more change a project brings to the organization, the less likely people are willing to accept it.
  - A. The new system will require significant changes by the users and will require training.

7. *Are department staff willing to accept this change?*

This question determines if the staff is positive and committed to accepting the new system.

A. Yes – staff are well informed about the change and show strong enthusiasm.

8. *Will staff numbers be reduced as a result of implementing the system?*

This question determines if employees will be threatened by the new system. If so, risk of users not accepting the system increases.

A. There will not be a reduction in staff as a result of the new system.

9. *Will multiple business organization units be affected by the new system?*

This question will determine the number of business units that will be affected by the new system. The more business units involved increases risk of the project.

A. Multiple business units within the same Agency will be affected.

10. *To what degree are changes to the current business processes being managed?*

This question assesses how well changes to current processes have been planned.

A. New process changes have been considered, but are not clearly defined and documented.

11. *What is the level of user involvement in the project?*

This question measures the level of user involvement, with the notion that less user involvement increases risk of success.

A. The users are involved and have a permanent presence on the staff.

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## **Student Information System (SIS) Cost Benefit Analysis (CBA)**

**PURPOSE:**

In compliance with the Information Technology Resource Management Council (ITRMC) *Policy 2030 and Guideline 225*, Eastern Idaho Technical College (EITC) has completed this cost benefit analysis (CBA).

**TIMELINE:**

This is an initial assessment coincident with the release and evaluation of Request for Proposal (RFP). Periodic reviews to this and other critical information and reviews will be made throughout the project cycle.

**ASSESSMENT:**

The following questions and responses are consistent with those outlined in *ITRMC Guideline 225, Cost Benefit Analysis*:

## 1. Software Acquisition and Maintenance:

1. Initial project estimates for purchase and installation (including travel and conversion) are approximately \$492,377. Ongoing maintenance is estimated at \$65,954 per year beginning in the second year.

## 2. Software Development and Maintenance:

1. This project requires no special development costs outside of those identified in the RFP (e.g. interface to existing systems). This cost will be part of the overall project total and will not be billed separately.

## 3. Personnel:

1. A successful contract award will require the addition of one (1) member to the Information Technology (IT) staff. Successful award will also require additional training for new and current staff to support the ongoing needs of the system and users. Salary and training expenses are estimated to be \$80,000.

## 4. Legal/Administrative:

1. Outside of State of Idaho requirements as outlined in the RFP, the new system will require no additional costs associated with legal support.

## 5. Systems Integration:

1. Eastern Idaho Technical College (EITC) has outlined the systems and services that must be interfaced with any new SIS. These include, but are not limited to, BlackBoard Learning System, the Idaho STARS financial system, the State of Idaho Human Resources program, etc.
2. These integrations were included as part of the formal RFP and have been reviewed and agreed to by potential vendors.
3. System integration costs are included as part of the final bid proposal of submitting vendors.



6. Supplies:

1. The SIS will require equipment purchases through existing state contracts. These purchases will include items like network servers, integrated storage systems, etc.

7. Training:

1. There are two aspects of training associated with any new system.
  1. Initial user and network support training will be provided by the successful vendor and is included as part of the final bid price.
2. Training of new and current IT staff will be in addition to bid pricing. The type and extent of training will depend on the successful bidders proposed system.

8. Operations:

1. Once initial training is completed, ongoing operations will be supported from existing appropriated funds and, based on evaluation of other schools, should have a negligible increase in funding support.
2. Ongoing maintenance costs will be determined based on the successful bidder. Every effort will be made to cover ongoing costs with funding reallocations within EITC's existing budget.

9. Documentation:

1. All documentation will be provided by the successful vendor. This will be a function of the overall bid price and will not increase EITC's initial or ongoing costs.

10. Hardware Purchase, Lease, Upgrade, & Maintenance:

1. As mentioned previously, EITC will be required to purchase hardware under current state contracts to support any new SIS.
2. Estimated new costs based on current bidders total \$62,200.

11. Telecommunications Systems and Services:

1. Not Applicable

12. Professional Services:

1. Not Applicable

13. Opportunity Costs:

1. EITC currently uses the Sooner Student System. Sunk costs of this system total \$61,186 and ongoing maintenance of this system currently costs \$2,000/year. These costs are already incurred by the college and would be transferred to any new system. The RFP process will identify proposed spending associated with a new system and are currently carried as estimates.

**14. Intangible Costs:**

1. The intangible or “soft” costs associated with this project are varied. The primary focus of this analysis is on man-hours, efficiency and effectiveness, and process flow.
2. Man-hours associated with a new, comprehensive, integrated SIS are expected to decrease dramatically. Estimates in this area include actual work processes, redundant efforts, and non-automated functions. As an evaluation point, the student registration process was reviewed under both systems (current and proposed). Direct man-hour reductions related to the registrar and associated services are approximately 1 hour per student. Redundant man-hour reductions are approximately 2 hours per student. Non-automated reductions are approximately 1 hour per student. The total per student reduction in this single illustrative process is 4 hours, for a total cost savings of approximately \$80 per student. Multiplied by the current student load at EITC, an annualized cost savings would be approximately \$60,000.
3. Efficiency and effectiveness are much more difficult to measure. Based on interviews with personnel involved in the student process, there is an estimated loss of 2 hours per student because of incorrect entries, varied format entries, etc. Per student costs are then estimated at \$40, for an annualized expected savings of \$30,000.
4. Process flow involves not only saved time in current processes, but also attempts to evaluate lost or reduced time focused on efforts other than student processing. Again based on interviews, estimated improvements in process flows and ability to focus on additional tasks would account for approximately 3000 total man-hours per annum. This is a potential realized savings of approximately \$60,000.
5. Total expected savings associated with intangible costs are expected to be approximately \$150,000 per year.

**CONCLUSIONS:**

Costs and expected savings are outlined in the chart below:

<b>Cost/Benefit</b>	<b>First Year</b>	<b>Subsequent Years</b>
SIS	(492,377)	-
Hardware	(62,200)	-
Additional Staff/Training	(80,000)	(50,000)
Maintenance	2,000	(63,954)
Intangible Savings	150,000	150,000
<b>Total (Cost) Benefit</b>	<b>(482,577)</b>	<b>36,046</b>

As expected, first year costs will exceed current spending and will likely require support from state appropriated funding and other institutional funding sources. However, second and subsequent year cost savings, almost exclusively in “soft” costs, will far exceed estimated expenditures. Although there will likely be a need for increased budgetary allowance overall, EITC feels the man-hour and efficiency returns will greatly outweigh this additional ongoing expenditure.

EITC has an opportunity to move into current generation technology and services that the existing system simply cannot provide. EITC has reached the limitations of the current Sooner software, and thus needs to consider a replacement system of some type. It should also be noted that today’s students expect online and real time access. Sooner does not and cannot offer this functionality. While it’s virtually impossible to measure the number of students who choose another school over EITC because of these factors, it’s safe to say that it does happen. A similar example was demonstrated when EITC purchased a course management system. Student response to expanded access was very favorable.

Based on measurable and intangible review the overall conclusion is that EITC needs to consider a replacement system for the current Sooner database. While the cost calculations may not look overly favorable, EITC feels the underlying service to students and increased employee efficiency are well worth the proposed expenditure.

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

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**SECTION: V. Financial Affairs**

Subsection: I. Real and Personal Property and Services

April 2002

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**I. Real and Personal Property and Services**

**3. Acquisition of Personal Property and Services**

a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between two hundred fifty thousand dollars (\$250,000) and five hundred thousand dollars (\$500,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding five hundred thousand dollars (\$500,000) require prior Board approval.

b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

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**AUDIT COMMITTEE  
FEBRUARY 21-22, 2007**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>UNIVERSITY OF IDAHO</b> Federal Compliance Audit	Motion to accept
<b>2</b>	<b>UNIVERSITIES</b> Follow-up to Federal Compliance Audit	Motion to approve

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**AUDIT COMMITTEE  
FEBRUARY 21-22, 2006**

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**INSTITUTION / AGENCY AGENDA  
COLLEGE AND UNIVERSITIES**

**REFERENCE**

December, 2006

Moss Adams, LLP presented the FY 2006 financial audit findings for the institutions and the federal compliance audit findings for Boise State University, Idaho State University and Lewis-Clark State College. The federal compliance audit for University of Idaho would be presented at the February 2007 meeting.

**SUBJECT**

Presentation of the Fiscal Year 2006 annual federal compliance audit for the University of Idaho.

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.H.5.

**BACKGROUND**

The Board contracted with Moss Adams LLP, an independent certified public accounting firm, to conduct the annual financial audits of Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College. FY 2006 is the second year that Moss Adams has conducted audits of the college and university financial statements.

At the December, 2006 Board meeting, Moss Adams presented, and the Board accepted, the financial audit reports and the federal compliance audit reports. However, the federal compliance audit report for University of Idaho was not completed at that time. The motion to approve the University of Idaho federal compliance audit was deferred to the February 2007 Board meeting.

**DISCUSSION**

The federal compliance audits are conducted in accordance with guidelines established by the federal government under the Office of Management and Budget Circular A-133. Along with this agenda, Board members will receive, for each institution audited, the following document from Moss Adams:

“Independent Auditor’s Report and Financial Statements, June 30, 2006 and June 30, 2005 Including Single Audit Reports for the Year Ended June 30, 2006”



**AUDIT COMMITTEE  
FEBRUARY 21-22, 2006**

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**INSTITUTION / AGENCY AGENDA  
COLLEGE AND UNIVERSITIES - continued**

**IMPACT**

The State Board of Education will be informed, via published documents from Moss Adams, of the federal compliance audits for University of Idaho for state Fiscal Year 2006. The University of Idaho was informed of their particular financial condition, and recommended changes to procedures regarding financial matters.

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends accepting the federal compliance audit report for University of Idaho for Fiscal Year 2006.

**BOARD ACTION**

A motion to accept from the Audit Committee the Fiscal Year 2006 federal compliance audit report for University of Idaho.

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

**AUDIT COMMITTEE  
FEBRUARY 21-22, 2006**

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

Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
H. Audits

August, 2005

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- 5. Independent Auditors
  - e. Financial Statement Review

At the completion of the independent audit, the Committee shall review with institution management and the independent auditors each institution's financial statements, Management's Discussion and Analysis (MDA), related footnotes, and the independent auditor's report. The Committee shall also review any significant changes required in the independent auditor's audit plan and any serious difficulties or disputes with institution management encountered during the audit. The Committee shall document any discussions, resolution of disagreements, or action plans for any item requiring follow-up.

- f. Single Audit Review

At the completion of the Single Audit Report (as required under the Single Audit Act of 1984, and the Single Audit Act Amendments of 1996), the Committee shall review with institution management and the independent auditors each institution's Single Audit Report. The Committee shall discuss whether the institution is in compliance with laws and regulations as outlined in the current Single Audit Act described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement. The Committee shall report to the Board that the review has taken place and any matters that need to be brought to the Board's attention. The Committee shall document any discussions, resolution of disagreements, or action plans for any item requiring follow-up.

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**AUDIT COMMITTEE  
FEBRUARY 21-22, 2006**

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**INSTITUTION / AGENCY AGENDA  
COLLEGE AND UNIVERSITIES**

**REFERENCE**

December, 2006

Moss Adams, LLP presented the FY 2006 financial audit findings for the institutions and the federal compliance audit findings for Boise State University, Idaho State University and Lewis-Clark State College.

February, 2007

The FY 2006 federal compliance audit findings for the University of Idaho presented in a separate tab.

**SUBJECT**

Audit Committee follow-up on specific findings contained in the federal compliance audit reports by Moss Adams, LLP.

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.H.5.

**BACKGROUND**

At the December Board meeting, Moss Adams presented the financial audit reports and the federal compliance audit reports. The Audit Committee was asked to follow up on any findings to determine how the institutions were addressing each issue.

**DISCUSSION**

For each compliance audit finding, staff provided the institutions a document outlining the compliance issue, the auditor's recommendation, and the original response from the institution. The original responses were provided last fall. Staff requested each institution to provide a follow-up to determine the progress of implementing corrective action.

**IMPACT**

The corrective actions taken should provide better assurance of compliance with federal and state laws, the safeguard of assets, and more accurate reporting

**ATTACHMENTS**

Attachment 1 – Boise State University	Page 5
Attachment 2 – Idaho State University	Page 7
Attachment 3 – University of Idaho	Page 9

**STAFF COMMENTS AND RECOMMENDATIONS**

The Audit Committee has reviewed the follow-up of corrective action items implemented to address the issues contained in the federal compliance audits.

**AUDIT COMMITTEE  
FEBRUARY 21-22, 2006**

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**BOARD ACTION**

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

**AUDIT COMMITTEE  
FEBRUARY 21-22, 2006**

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**Idaho State Board of Education  
GOVERNING POLICIES AND PROCEDURES  
SECTION: V. FINANCIAL AFFAIRS  
H. Audits**

**August, 2005**

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5. Independent Auditors

e. Financial Statement Review

At the completion of the independent audit, the Committee shall review with institution management and the independent auditors each institution's financial statements, Management's Discussion and Analysis (MDA), related footnotes, and the independent auditor's report. The Committee shall also review any significant changes required in the independent auditor's audit plan and any serious difficulties or disputes with institution management encountered during the audit. The Committee shall document any discussions, resolution of disagreements, or action plans for any item requiring follow-up.

f. Single Audit Review

At the completion of the Single Audit Report (as required under the Single Audit Act of 1984, and the Single Audit Act Amendments of 1996), the Committee shall review with institution management and the independent auditors each institution's Single Audit Report. The Committee shall discuss whether the institution is in compliance with laws and regulations as outlined in the current Single Audit Act described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement. The Committee shall report to the Board that the review has taken place and any matters that need to be brought to the Board's attention. The Committee shall document any discussions, resolution of disagreements, or action plans for any item requiring follow-up.

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**Boise State University**  
**Status Report on Responses to Moss Adams Schedule of Findings**  
**For the Year Ended June 30, 2006**

**Finding 2006-01: Restatement of 2005 Net Assets****Comment:**

Subsequent to the issuance of the University's FY 2005 financial statements, it came to the attention of University management that certain revenues related to future semesters had been reflected in student fee revenues in the FY 2005 financial statements. As a result, accounts receivable and student fees for FY 2005 have been restated. Throughout the year, the University tracks both current and future semester activity within the enterprise reporting systems. At year end, this information is analyzed through a complex process to separate out and eliminate future semester activity. During the financial closing process for FY 2005, an account balance containing future semester activity was not properly identified and eliminated, resulting in the error. While the University does have policies and procedures in place to capture future semester activity and properly eliminate it from current year revenue, these policies and procedures were not consistently followed and the error described above was not identified for FY 2005. During the preparation of the financial statements for FY 2006, the University identified the error related to the prior year.

**Auditor Recommendation:**

Moss Adams recommends the University implement processes to ensure policies and procedures related to future semester activity are consistently followed to promote accurate reporting of revenues and receivables. During our fiscal year 2006 audit, we noted the University identified the error described above through policies and procedures currently in place.

**University's Response:**

The process required to accurately report accrual based fee revenue, while complex, has been utilized since FY 2002. University staff identified the prior year error while executing the process to finalize reporting for FY 2006 and reported the error to management and the auditors. Management has used the situation both to cross-train multiple levels of staff, as well as to reinforce the importance of following all steps of the reporting process including supervisor review and sign-off. Measures have been implemented to ensure that this error does not recur.

**University Follow-up:**

- 1. The University manages the close process with a detailed list of tasks and deliverables. The task of reconciling the student receivable balance on the Statement of Net Assets (SNA) to the student receivable aging generated from the student systems has been formally added to this closing list.**
- 2. A new report that presents line items on the SNA as a percent of total assets and liabilities over 5 years has been added to the list of tools used to verify data. This is a quick way to identify unusual trends in the data.**
- 3. Two supervisors who had not previously been involved in the review of the year-end student fee revenue accrual process have now been trained in the steps involved and entries generated. This will allow for an additional independent verification of the process in future years.**



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**Idaho State University  
Status Report on Responses to Moss Adams Schedule of Findings  
For the Year Ended June 30, 2006**

**Management Letter Findings and Recommendations:****Preparation for the Annual Audit****Comment:**

ISU is highly dependent on one individual, the Associate Controller, for many duties, including the production of the annual financial statements. If ISU were to lose this individual, the University could have significant difficulty with its annual financial reporting.

**Auditor Recommendation:**

Ideally we would like ISU to cross train other employees in preparation of the financial statements and supporting schedules. However, resources are very limited and cross-training and good succession is not possible under current staffing levels.

**University Follow-up:**

ISU is acutely aware of the risk associated with the sparse staffing levels within the Controller's Office and appreciates the tolerant manner in which the auditors expressed the audit comment. The Controller's Office has received approval for one additional accountant and a search is beginning. We are also in the process of cross training with an Assistant Controller and a Senior Accountant. It is also important to note that ISU's legacy accounting system is over 20 years old and the proprietary nature of the system does not lend itself well to ease of use and training. The planned implementation of a new enterprise system will facilitate the disbursement of duties and responsibilities and mitigate the identified risk.

**Conflict of Interest****Comment:**

We noted that members of management and employees overseeing federal grants are not required to sign conflict interest statements.

**Auditor Recommendation:**

We suggest all members of management sign a conflict of interest statement to ensure they are aware and in compliance with ISU's policy regarding transactions and relationships that may involve potential conflicts of interest.

**University Follow-up:**

ISU is in the process of implementing a more comprehensive ethics program, which will include a conflict of interest requirement for select employees of the University.

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**University of Idaho**  
**Status Report on Responses to Moss Adams Schedule of Findings**  
**For the Year Ended June 30, 2006**

**Finding 2006-01: General Ledger Access/Segregation of Duties**Comment:

During our audit of the University's June 30, 2006 financial statements, we noted a sizable number of individuals who had journal entry rule code access within the general ledger. The listing of individuals who had this access included people who rarely post journal entries, IT personnel and one former employee. In addition, we noted instances wherein certain employees had the ability to initiate journal entries as well as check signing authority, thus creating improper segregation of duties related to internal controls. The absence of a central process to regularly monitor individuals with general ledger access and check signing authority appears to be due to personnel changes and organizational shifts in the responsibility as to what personnel should be performing and reviewing control activities.

Auditor Recommendation:

Moss Adams recommends the University implement policies and procedures to limit the number of University personnel with the authority to post journal entries as well as to create clearly defined segregation of duties within the University's internal control environment.

University's Response:

Agree. In June, 2006 the University began the process of implementing policies and procedures to limit the number of personnel who can post journal entries. In addition, journal entry approval processes have been significantly improved. The University Controller, the General Accounting Manager, and an Accountant in the Controller's office are the only individuals who are authorized to approve journal entries. Finally, the University Controller is developing policies and procedures that will clearly delineate and define responsibilities across the University to assure appropriate segregation of duties. Financial training programs for personnel in the divisions and colleges will commence in the Spring, 2007 and will include in depth training on establishing and maintaining an adequate system of internal controls. Implementation date: March 31, 2007

Follow-up:

A thorough review of all financial policies and procedures is underway to determine processes that do not have appropriate segregation of duties. Upon completion of the review, the policies and procedures will be rewritten in those areas where internal controls are not adequate and training in the new practices will commence.

**University of Idaho**  
**Status Report on Responses to Moss Adams Schedule of Findings**  
**For the Year Ended June 30, 2006**

**Finding 2006-02: Preparation of the Schedule of Expenditures of Federal Awards (SEFA) – (Repeat finding 2005-01)**

Comment:

The University did not have procedures in place to ensure the completeness of the SEFA. Amounts identified as Federal funds passed through from the State of Idaho were not completely reconciled to University records for inclusion in the SEFA. Further, amounts received from pass-through entities other than educational institutions were not examined for determination of the amount of Federal funds involved. Rather, the University treated all funds received as Federal if the pass-through entity indicated there were any Federal funds associated with the grant or award. The absence of a thorough and complete process for preparing the SEFA appears to be due to personnel changes in key positions and organizational shifts in the responsibility for preparation of the Schedule, coupled with incorrect historical practices.

Recommendation:

Moss Adams recommends the University continue developing and implementing policies to ensure the preparation of the SEFA is complete and thorough. Such a policy should include mechanisms for the timely and accurate identification of Federal funds received from all sources. Additionally, responsibility for preparation of the Schedule should be considered from an institution-wide perspective, rather than on a component basis.

University's Response:

Agree. The University is formalizing policies and procedures to ensure the SEFA is complete and accurate. These policies and procedures will include mechanisms for the timely and accurate identification of Federal funds received from all sources. Formal policies and procedures will be completed by March 31, 2007. In addition, the University has now shifted the preparation from a component basis to a university-wide basis.

**University of Idaho**  
**Status Report on Responses to Moss Adams Schedule of Findings**  
**For the Year Ended June 30, 2006**

Follow-up:

Reconciliation of University of Idaho SEFA to the State of Idaho STARS Single Audit Report:

The University of Idaho has contacted Anita Hamann in the Division of Financial Management (DFM) and has put in a request to receive a copy of the quarterly STARS report produced by the State. On a quarterly basis, federal pass-thru payments on the STARS report is compared to payments recorded in the University of Idaho accounting system. The reconciliation is prepared in spreadsheet format and the differences noted. In the event that expenditures appear on the STARS report but are not located in the proper account in the University system, the payments will be researched and adjusting entries will be made to properly account for the expenditures. If expenditures appear in the UI system that are not reported on the STARS report, a spreadsheet listing the agency, payment amount, agreement number and other identifying information will be forwarded to the DFM with a letter requesting that DFM investigate the items missing from the STARS report. The same reconciliation will occur at year-end for the final preparation of the SEFA.

**University of Idaho**  
**Status Report on Responses to Moss Adams Schedule of Findings**  
**For the Year Ended June 30, 2006**

**Finding 2006-03: Subrecipient Monitoring – Review of Subcontractor Invoices and Subcontractor Audit Reports (Repeat Finding of 2005-03)**

Comment:

Review and approval of several subcontractor invoices for payment for work performed on Federal awards were done by administrative or fiscal personnel, not by the grant Principal Investigator (PI) or other qualified research personnel. Secondly, the process for obtaining and reviewing subcontractor audit reports was not timely or complete in fiscal year 2006. The prior year finding was not finalized until February 28, 2006; consequently the University's corrective action was not in place for more than half of the current year.

Monitoring of subcontractor performance, in terms of work performed and audit results, was either not effectively performed or was performed by personnel not skilled in the research areas. Accordingly, funds passed through to the associated subcontractors may not have been used in compliance with grant provisions or could be inappropriate for the services performed. Inadequate or incomplete review of subcontractor invoices appears to be due to a lack of clear understanding as to what personnel should be doing the review and approval. The lack of timely or complete monitoring of subcontractor audits appears to be due to personnel turnover and staffing constraints within the University Research Office.

Auditor Recommendation:

Moss Adams recommends the University continue implementing policies to specify, by level or position, review and approval responsibilities for subcontractor requests for payment, with consideration of the technical skills required and the presence or absence of other reviews external to the using organization for this type of expenditure. Secondly, we recommend the University continue implementing policies for monitoring subcontractor audits, and take appropriate action to ensure compliance with those policies in the future.

University's Response:

The University Administrative Procedure Manual (APM) Chapter 45.15 Section E-2 addresses review and approval responsibilities for subcontractor requests for payment. This policy was created on May 23, 2006. In addition, OSP has updated the policy and procedure for monitoring subcontractor audits. The draft policy is published on the Office of Sponsored Programs (OSP) home page. The OSP has completed additional revisions which will be incorporated into the APM upon formal approval.

**University of Idaho**  
**Status Report on Responses to Moss Adams Schedule of Findings**  
**For the Year Ended June 30, 2006**

Follow-up:

In an effort to enhance its sub-recipient monitoring capabilities and to respond to the FY 06 audit finding, the UI Office of Sponsored Programs has expanded and refined its procedures associated with generating and monitoring sub-awards. These procedures have been implemented and a copy of the full text provided to you as an attachment. A brief overview is included below.

At the proposal stage, Financial Specialists review the proposal to ensure that letters of support are obtained from proposed sub-awardees.

When funded, the principal investigator/department is required to complete a Sub-Award request form. This form contains an element of risk assessment associated with the Sub-Awardee audit requirements and their policies and procedures. The risk assessment is then scaled based upon a weighted score. The weighted score will then dictate if additional terms and conditions should be imposed upon the Sub-Awardee due to a higher risk level. The Sub-Award is then executed by both parties and monitoring is performed in alignment with the terms and conditions incorporated. Higher risk Sub-Awardees are held to more frequent and stringent monitoring procedures.

A subrecipient monitoring database has been developed. Annual monitoring is performed on a routine schedule using template letters to help minimize the quantity of human resources required to perform the task. In the event non-response to the template letter occurs for 30 days, a follow-up letter is submitted. If the follow-up letter is not responded to within 60 days a breach of contract letter is sent. If a response is still not received, at 90 days OSP will terminate the contract due to breach.

Training on these procedures for departmental personnel and principal investigators will occur in January 2007. This training will be recorded and posted on the OSP web site for 24/7 viewing.



**University of Idaho**  
**Status Report on Responses to Moss Adams Schedule of Findings**  
**For the Year Ended June 30, 2006**

**Finding 2006-04: Allowable Costs: Personnel Level of Effort Reporting (Repeat Finding of 2005-04)**

Comment:

Testing of the Research and Development (R&D) Cluster revealed 65 out of approximately 1,270 Personnel Activity Reports (PAR) for the period July 1, 2005 through December 31, 2005 had not been completed as of August 2006. Additionally, under the new electronically developed PAR system, the second semester PAR's can not be completed until the first semester PAR's have been all completed. As such no PAR's for the period January 1, 2006 through June 30, 2006 had been completed as of August 2006.

The prior year finding was not finalized until February 28, 2006; consequently the University's corrective action was not in place for more than half of the current year. Furthermore, the implementation of an electronic PAR system has taken time to fully integrate. As a result, on-line approval of all electronic reports was not timely. The instances of noncompliance with the PAR requirement appears to be due to a lack of emphasis within the associated departments and colleges of the University. The delay in the current year reporting within OSP appears to be due to personnel turnover and establishment of higher priorities.

Auditor Recommendation:

Moss Adams recommends the University continue implementing procedures to strengthen the personnel effort reporting system. We understand transition to on-line submission of the reports has been a work in progress; we recommend concurrent review of the reporting procedures to ensure complete and timely compliance with Circular A-21.

University's Response:

Agree. An electronic Personnel Activity Reporting (PAR) system was implemented in May, 2006 which has allowed the University to streamline and strengthen the personnel effort reporting system. We will review the results of the process for the PAR's which were requested at the end of October for the period January, 2006 – June, 2006 and will make any modifications needed for the period covering July 1, 2006 – December 31, 2006.

**University of Idaho**  
**Status Report on Responses to Moss Adams Schedule of Findings**  
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Follow-up:

PAR's for the period January, 2006 through June, 2006 were released to the departmental grant administrators the last week in September, 2006 with a request that they complete the cost share portion of the PAR by October 13, 2006. Updated PAR's that incorporated cost share into the faculty effort percentage were then released to faculty for review and completion on October 26, 2006 via email. Per the UI Administrative Procedures Manual, Section 45.09 B-5, the PARs were to be completed within 30 days of receipt. In the last two weeks of the 30-day time period, reminders were sent out via email to all employees who had yet to complete their PAR. On November 21, 2006, emails were sent to both the department chairs and deans requesting their assistance in helping staff to meet the 30-day deadline (November 30, 2006). On November 30, all but one of the PARs had been returned. With the assistance of the department chair and dean of the pertinent college, the final PAR was received on December 13, 2006 for an overall 100% response rate. The most significant modification made to the PARs prior to release for the January 2006 through June 2006 time period was the inclusion of cost share in the percent of effort calculation. This change to the system and the timing of cost share completion allows the investigator to certify to total effort on the project (both direct paid and cost share). In the original PAR design, cost share was added to the PAR after the employee certified effort. A second significant modification to the system was made that allows departmental grant administrators to view and enter cost share on any PAR that posted payroll to one of their departmental budgets. In the original PAR design, only the departmental grant administrator of record for the grant budget had access to view and add cost share to the PAR. This created a problem in dealing with multi-disciplinary research grants that spanned many different departments.

No significant modifications have been made for the July 1, 2006 through December 31, 2006 PAR run.

**University of Idaho**  
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**Finding 2006-05: Reporting – Timeliness of Report Filing**

Comment:

The University did not have procedures in place to ensure timely reporting of the SF-269 Financial Status Report or SF-269A Financial Status Report (Short Form) for the Research and Development (R&D) Cluster. From a sample of financial reports filed with Federal awarding agencies, two out of twenty financial reports were filed more than one month late. No extensions for the reporting due dates were requested from the Federal awarding agency. Filing requirements are indicated either as a general requirement by the Federal awarding agency or specifically in the grant award document

The absence of a thorough and complete process for preparing timely financial reports appears to be due to personnel changes in key positions and delays in implementation of a database tracking system.

Auditor Recommendation:

Moss Adams recommends the University create a tickler system to ensure timely filing of required reports, with periodic review by grant managers and research officials.

University's Response:

Agree. The Office of Sponsored Programs will work with grant managers and research officials to create a system that will ensure that procedures are in place to ensure timely filing of financial reports. The system will be in place by December 31, 2006.

Follow-up:

A full review of each of the approximately 1,900 active grant files is under way and the anticipated completion date for this project is June 30, 2007. OSP systems did not capture technical report due dates and financial report due dates were previously held as text rather than as a data item. Event codes for financial and technical report due dates are being added to each grant account/billing set up. An events pending report will be run at the beginning of each month for a listing of reports due in that month. An automatic email message will be sent to the departmental grant administrator and the principal investigator when a technical report is due. As part of the grant closeout procedures, each principal investigator will now have to sign a certification stating that he/she has submitted a final report (if required). Each grant file takes approximately 5 to 45 minutes to review and add codes to the system. In the interim, the financial unit has added reporting capabilities utilizing the limited text data available, added monthly and quarterly reviews of current reporting requirements listed in text and supervisor review of contracts at close-out to mitigate the risk of missing reporting requirements.

**University of Idaho**  
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**Finding 2006-06: Allowable Costs – Internal Controls at the Center for Advanced Microelectronics and Biomolecular Research (CAMBR) - (Repeat Finding of 2005-05)**

Comment:

Review of the internal control environment at CAMBR revealed significant deficiencies in the structure and operation of internal controls of the organization. These deficiencies permitted violation of and noncompliance with OMB Circulars, State of Idaho, and University of Idaho policies. Specific instances involved improper timekeeping for CAMBR employees, use of University employees and equipment for private-commercial purposes, charging unallowable moving costs to Federal grants, inappropriate charging of personnel fringe benefits to Federal grants, and violation of nepotism policies. Additionally, oversight and monitoring of CAMBR activities by the University was insufficient to identify and correct the noncompliance and policy violations.

The geographical separation of CAMBR from the main University campus and the lack of formal oversight by the University Research Office contributed to the weak control environment. In addition, CAMBR management was either unaware or did not enforce established policies as required by University, Federal or State regulations.

Auditor Recommendation:

Moss Adams recommends the University expedite the establishment of a Compliance Officer position within the University Research Office as a top priority. That position's primary responsibility would be to oversee the operations of the several research centers and institutes of the University. Secondly, we recommend the University undertake a detailed examination of all CAMBR activities, as an inadequate control environment raises concerns about the CAMBR operation, not just the specific allegations investigated this year.

University's Response:

Agree. This finding is partially resolved. A detailed examination of all CAMBR activities has been conducted and is ongoing. A business manager position with a reporting line to the University Controller as well as to the CAMBR Director is in the final stages of a search as of early November, 2006. The establishment of a Compliance Officer position within the University Research Office has not been completed due to the lack of funds. Through the use of faculty committees and existing specialized staff, we are managing compliance issues.

**University of Idaho  
Status Report on Responses to Moss Adams Schedule of Findings  
For the Year Ended June 30, 2006**

Follow-up:

A business manager, Jerry Baltzell has been hired and began employment on December 19, 2006. Mr. Baltzell has extensive experience in federal grants and awards at the financial manager and controller level. He has begun the review of all business practices and is working closely with sponsored program personnel. One-on-one training sessions have been scheduled to begin the week of January 26th. See attached resume.

A request for a Federal Compliance Officer will be included as part of the FY 2009 university budget process. Funding will be dependant on availability of funds.

**University of Idaho**  
**Status Report on Responses to Moss Adams Schedule of Findings**  
**For the Year Ended June 30, 2006**

**JERRY B. BALTZELL**

2505 N. Stagecoach Drive  
Post Falls, ID 83854  
Home: 208-773-8982  
Cell: 208-755-7825  
[jbbaltzell@verizon.net](mailto:jbbaltzell@verizon.net)

## **SUMMARY**

Senior management professional with many years of civilian and military experience in progressively responsible positions. Highly motivated and educated in the areas of financial and operational management. Received multiple awards and decorations for superior performance.

## **WORK EXPERIENCE**

2002 – 2004. *Executive Director*. The Colville Confederated Tribes. Responsible to the Tribal Council for all government operations including, Natural Resources, Law Enforcement, Legal, Education/Employment/Training, Health and Human Services, Cultural Preservation, Personnel, Finance, Emergency Services, Public Works, Planning and Contracting. Twelve direct reports with approximately 1,000 full time personnel and 200-300 seasonal workers. Responsible for an annual budget of nearly \$100 million, ensured approval of budget prior to start of each fiscal year, first time in many previous years. Reorganized Tribal government to improve effectiveness and efficiency. Rewrote Plan of Operations (personnel policy manual), first time since 1987. Initiated an Emergency Response Team and updated the Emergency Response Plan. Active in several local, regional and statewide economic development and emergency response activities.

2000 – 2001. *Chief of Corrections*. Chelan County Sheriff's Office. Responsible for all Detention and Corrections functions for the Chelan County Regional Jail, under the direction of the Chelan County Sheriff. Negotiated 8 separate inter-city contracts resulting in over 25 excess bed sales per day amounting to nearly \$500K in additional annual revenue. Supervised 56 corrections personnel and managed a 305 bed facility, involving an annual budget of over \$4.5 million. Interfaced regularly with local elected officials, i.e. Mayors, County Commissioners, Sheriffs, City Police Chiefs, and state and federal law enforcement agencies.

1997 - 2000. *Director of Support (Administrative Officer/Lieutenant Colonel)*, GS-0341-13. 141<sup>st</sup> Air Refueling Wing, Washington Air National Guard. Civil service technician and military commander responsible for six (6) distinctly diverse units with six (6) mid-level managers as direct reports, and a total of 285 assigned personnel. Responsible for civil engineering (facility management including maintenance, construction and repairs), information technology and communication support, mission support (personnel, training, education, recruiting and retention), security forces, lodging and food services, as well as medical readiness. Managed a multi-million dollar budget and successfully procured over \$1 million in additional funds for numerous projects and short notice requirements. Selected to fulfill short-term senior leadership positions nationally and internationally. Presented formal briefings to Congressmen, Senators

**University of Idaho**  
**Status Report on Responses to Moss Adams Schedule of Findings**  
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Jerry B. Baltzell (page two)

and staffers. Served on Senior Staff, Financial Management Board, Wing Strategic Planning Team, and Global Crisis Action Team.

1993 - 1997. **Financial Manager and Comptroller (Lieutenant Colonel)**, GS-0505-12. 141<sup>st</sup> Air Refueling Wing, Washington Air National Guard. Chief Financial Officer to the military senior leader (wing commander) with a total of three (3) supervisory personnel as direct reports and a staff of 15 personnel. Executed \$24 million federal budget annually with consistent utilization of 99.99%. Successful in obtaining \$500,000 to \$1 million in additional funds annually. Selected as the Air National Guard's Outstanding Financial Manager and Comptroller of the Year in 1995, out of 93 candidates. Office named Most Outstanding in Air National Guard also in 1995. Selected to serve in senior leadership roles nationally on numerous occasions.

1990 - 1993. **Counter-drug Coordinator (Lieutenant Colonel)**. Washington National Guard. Washington National Guard (Army and Air) Coordinator for counter-drug support to federal, state, and local law enforcement resulting in millions of dollars in confiscated drugs and other assets. Responsible for Army and Air National Guard budgets of \$1.5 million annually in support of counter-drug operations, with 200-300 personnel assigned. Awarded Meritorious Service Medal (highest Air Force medal for non-combat service) for performance in this position.

1987 - 1990. **Financial Manager and Comptroller (Major)**, GS-505-12. 141<sup>st</sup> Air Refueling Wing, Washington Air National Guard. Same basic tasks as listed above for the period March 1993-October 1997. During this period my office received an Outstanding rating for our Operational Readiness Inspection in 1989. Left this position under a leave of absence for a temporary assignment as the Counter-drug Coordinator for the Washington National Guard, October 1990.

## **EDUCATION**

**Bachelor of Science**, 1995, Business Management, GPA 3.57, Lewis-Clark State College, Coeur d'Alene, ID 83814,

**Associate of Arts**, 1980, General Studies, GPA 4.0, Everett Community College, Everett, WA 98201

**University of Idaho**  
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**TRAINING**

Air National Guard, *Senior Leaders Development Course*, 1998, Andrews AFB, MD, 10 days  
 U.S. Air Force, *Support Group Commanders Course*, 1998, Air University, Maxwell AFB, AL, 1 week  
 U.S. Air Force, *On-Scene Commanders Course*, 1998, Air University, Maxwell AFB, AL, 1 week  
 U.S. Air Force, *Air War College*, 1997, Air University, seminar program at Fairchild AFB, WA 99011, 52 weeks

Jerry B. Baltzell (page three)

U.S. Air Force, *Professional Military Comptrollers Course*, 1989, Air University, Maxwell AFB, AL, 2 weeks  
 U.S. Air Force, *Budget Officers Course*, 1988, Sheppard AFB, TX, 6 weeks

**AWARDS**

*Civil Service Awards* - Quality Step Increase, 2000; Sustained Superior Performance, 1998.  
*Air National Guard Awards* - Outstanding Financial Manager and Comptroller of the Year, 1995.  
*Major U.S. Air Force Awards* - Meritorious Service Medal, with Oak Leaf Cluster; Commendation Medal, with two Oak Leaf Clusters; Armed Forces Service Medal, with Oak Leaf Cluster; National Defense Service Medal; Humanitarian Service Medal.

**OTHER INFORMATION**

*Certified International Referee* for winter Olympic sport of biathlon, licensed by International Biathlon Union since 1994. Officiated for biathlon events at the 2002 Winter Olympic Games in Salt Lake City, with primary duty as Chief, Stadium Access Control.

*April 2006* – Elected to a four year term on the Board of Directors for the United States Biathlon Association, national governing body for the winter Olympic sport of biathlon. This position on the Board of Directors represents coaches, trainers, technical delegates and officials.



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**State Department of Education  
February 23-24, 2007**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>Superintendent's Update</b>	Information Only
<b>2</b>	Reorganization of the State Department	Motion to approve
<b>3</b>	Nomination to the Curricular Adoption Committee	Motion to approve

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## **DEPARTMENT OF EDUCATION**

### **SUBJECT**

Review of the State Department organizational structure

### **REFERENCE**

N/A

### **APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-126, Idaho Code:

### **BACKGROUND**

Idaho Code requires the State Board of Education to approve reorganization of the State Department of Education.

### **DISCUSSION**

Beginning on January 2, 2007, Superintendent Luna reorganized the State Department of Education with two major focuses in mind: improving student achievement and providing quality and timely support services to parents, teachers and school districts. To accomplish that goal, the Department was reorganized into five new divisions:

- Division of Student Achievement and School Accountability
- Division of School District Support Services
- Division of Innovation and School Choice
- Division of Finance and Information Technology
- Division of Communication and Government Affairs

Each division is lead by a deputy superintendent and a chief of staff including:

Christine Ivie, Deputy Superintendent for Student Achievement and School Accountability: Ivie has served as a teacher, counselor, principal and special education director throughout Idaho. Ivie most recently was the Elementary and Secondary Academic Officer of the State Board of Education. She has a Master's degree from Northwest Nazarene University, and she is finishing her doctorate in education.

Tim Hill, Deputy Superintendent for Finance and Information Technology: Hill has been with the Department of Education since 1997, having served in two previous administrations at the department. Before joining the department, he had a long career in the banking industry.

Nick Smith, Deputy Superintendent for School District Support: Smith currently serves as the Civic Education Coordinator for the Department of Education. He has worked as a principal and teacher in the Bliss School District. His experience within the department and in a rural school district will help the department be

more supportive of the needs of school districts.

Luci Willits, Chief of Staff, Division of Communications and Government Affairs: Willits most recently worked as the chief communications officer for the State Board of Education. Before that, she was communications director for Congressman Mike Simpson.

In addition Dr. Bob West is also assisting the department as the Transition Coordinator. Dr. West served as Chief Deputy in the department until 2005. Before serving as chief deputy, Dr. West was assistant superintendent in the Moscow School District.

**IMPACT**

N/A

**ATTACHMENTS**

Attachment 1 – Current State Department of Education organizational chart

**STAFF COMMENTS AND RECOMMENDATIONS**

N/A

**BOARD ACTION**

A motion to approve the reorganization of the State Department of Education.

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

## **REFERENCE – APPLICABLE STATUTE**

### **Idaho State Statute**

Title 33. Education  
State Board of Education

#### **§ 33-126. Organization of department**

The state department of education shall be organized in a manner as determined by the state board of education acting on the recommendations of the executive secretary.

## **STATE DEPARTMENT OF EDUCATION**

### **SUBJECT**

Appointment to the Idaho State Curricular Materials Selection Committee

### **REFERENCE**

N/A

### **APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Rule IDAPA 08.02.03.128;  
Section 33-118 and 118A, Idaho Code.

### **BACKGROUND**

The Administrative Rules of the Idaho Board of Education, IDAPA 08.02.03.128, describe the membership of the Idaho State Curricular Materials Selection Committee. Membership on the Committee is for a term of five years with the exception of the representatives from the State Department of Education and the Division of Professional-Technical Education. Their terms are for one year.

### **DISCUSSION**

Currently there are four openings on the Selection Committee. The open position being recommended for appointment is for an Idaho Public School Secondary Classroom Teacher. This recommendation is for a complete five-year term.

This leaves one Boise State University position, one Lewis-Clark State College, and one Idaho State University, position not filled.

### **ATTACHMENTS**

Attachment 1 – Vicki Scaggs Letter of Interest and Resume

### **IMPACT**

N/A

### **STAFF COMMENTS AND RECOMMENDATIONS**

N/A

### **BOARD ACTION**

A motion to approve the request by the State Department of Education to appoint Vicki Scaggs to represent one of the Public Schools Secondary Classroom Teacher positions on the Curricular Materials Selection Committee for a period of five years.

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

## **REFERENCE – APPLICABLE STATUTES AND RULE**

### **Idaho State Statutes**

#### **Title 33**

Education

State Board of Education

#### **33-118. Courses of study--Curricular materials**

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

#### **33-118A. Curricular materials--Adoption procedures**

All curricular materials adoption committees appointed by the state board of education shall contain at least two (2) persons who are not public educators or school trustees. All meetings of curricular materials adoption committees shall be open to the public. Any member of the public may attend such meetings and file written or make oral objections to any curricular materials under consideration. A complete and cataloged library of all curricular materials adopted and used in Idaho public schools is to be maintained at the state department of education at all times and open to the public.

"Curricular materials" is defined as textbook and instructional media including software, audio/visual media and internet resources.

### **State Board of Education Rule**

#### **IDAHO ADMINISTRATIVE CODE**

#### **AGENCY 08. BOARD OF EDUCATION**

#### **TITLE 02.**

#### **CHAPTER 03. RULES GOVERNING THOROUGHNESS**

Current through January 3, 2007.

#### **128. CURRICULAR MATERIALS SELECTION (SECTIONS 33-118; 33-118A, IDAHO CODE).**

The State Board of Education will appoint a committee to select curriculum materials. Committee appointments will be for a period of five (5) years. The membership of the committee will include one (1) representative from each of the state's institutions of higher education (Boise State University, Idaho State University, Lewis-Clark State College, and University of Idaho); two (2) Idaho public school administrators; two (2) Idaho public school elementary classroom teachers; two (2) Idaho public school secondary classroom teachers; one (1) person who is not a public school educator nor a public school trustee, one (1) person (parent, teacher, or administrator) representing



Idaho's private/parochial schools, who will not be a public school educator or trustee; one (1) public school trustee; three (3) parents and one (1) curriculum consultant from the Division of Instruction of the State Department of Education and one (1) from the Division of Vocational Education whose appointment will be for one (1) year. The Executive Secretary will be an employee of the State Department of Education and will be a voting member of the committee.

**01. Subject Areas.** Curricular materials are adopted by the State Board of Education for a period of five (5) years in the following subject areas: reading, English, spelling, speech, journalism, languages other than English, art, drama, social studies, music, mathematics, business education, career education and counseling, vocational/technical education, science, health, handwriting, literature, driver education.

**02. Multiple Adoptions are Made in Each Subject Area.**

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

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

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