

STATE BOARD OF EDUCATION MEETING
April 16-18, 2008
Whitewater/Clearwater Room, University of Idaho Commons
Moscow, Idaho



Wednesday, April 16, 2008, 4:00 p.m., Best Western University Inn, Moscow, Idaho,

EXECUTIVE SESSION (Closed to the Public)

1. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(d) and (f) for the purpose of considering evaluation, dismissal or disciplining of, a public employee and personnel records exempt from public disclosure
2. A motion to hold an executive session pursuant to Idaho Code Sections 67-2345(d) and (f) for the purpose of considering documents subject to the attorney-client privilege and exempt from public disclosure and to consider and advise the Boards' legal representatives in a matter or matters of probable litigation.
3. A motion to hold an executive session pursuant to Idaho Code Section 67-2345(c) for the purpose of conducting deliberations regarding acquisition by the University of Idaho of an interest in real property that is currently owned by private parties.
4. A motion to hold an executive session pursuant to Idaho Code Section 67-2345(c) and (d) for the purpose of conducting deliberations regarding acquisition by the University of Idaho of an interest in real property that is currently owned by private parties and to consider documents subject to the attorney-client privilege and exempt from public disclosure.
5. Pursuant to Idaho Code Section 67-2345(c), and as the Trustees of Lewis-Clark State College, for the purpose of conducting deliberations regarding a potential acquisition by Lewis-Clark State College of an interest in real property that is currently owned by private parties.
6. Pursuant to Idaho Code Section 67-2345(c), and as the Trustees of Lewis-Clark State College, for the purpose of conducting deliberations regarding a potential acquisition by Lewis-Clark State College of an interest in real property that is currently owned by private parties.

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

Thursday and Friday, April 17-18, 2008, 8:00 a.m., University of Idaho Commons, Clearwater/Whitewater Room

BOARDWORK

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

OPEN FORUM

CONSENT AGENDA

BAHR – SECTION I – HR

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

PPGAC

5. Alcohol Permits Issued by University Presidents

INSTRUCTION, RESEARCH & STUDENT AFFAIRS – Sue Thilo

Higher Education

1. Strategic Planning of the University of Idaho's Law School
2. New Doctorate Program – Full Proposal – Ph.D. in Public Policy – Boise State University
3. New Graduate Program – Full Proposal – Master in Community and Regional Planning – Boise State University
4. New Graduate Program – Full Proposal – Master of Science in Bioregional Planning and Community Design – University of Idaho
5. Approval of Higher Education Research Council FY 2009 Budget
6. Idaho Technology Incentive Grant Program FY 2009 Award
7. Twin Falls Local Operations Committee - Summary Report
8. Approval of Temporary and Proposed Rules Governing Registration of Postsecondary Educational Institutions and Proprietary Schools, IDAPA 08.01.11

9. WICHE Release of “Knocking on the College Door: Projections of High School Graduates by State and Race/Ethnicity”

K-12

10. Title IIA State Activities Funds

PLANNING, POLICY & GOVERNMENTAL AFFAIRS – Blake Hall

1. Presidents’ Council Report
2. University of Idaho Progress Report
3. Professional Technical Education Progress Report
4. 2007 Legislative Update
5. Idaho Association of School Administrators – Adequate Yearly Progress
6. University of Idaho - Retirement Plan
7. State Board of Education – Strategic Plan
8. State Board of Education – Proposed Transfer of Programs
9. State Board of Education – 2nd Reading Policy I.M. and III.M.

BUSINESS AFFAIRS & HUMAN RESOURCES – Richard Westerberg

Section I – Human Resources

1. University of Idaho – Employment Contract – Head Men’s Basketball Coach
2. University of Idaho – Settlement Agreement
3. Boise State University – Salary Increase – Head Women’s Basketball Coach
4. Boise State University – Selland College Closure

Section II – Finance

1. Joint Finance Appropriations Committee (JFAC) – Occupancy Funding Policy
2. FY2009 Appropriations
3. FY2010 Budget Development Guidelines
4. Tuition Waiver Reports
5. Boise State University – Office Building Lease
6. University of Idaho – Easement for Public Bus Shelter
7. University of Idaho – Amendments to Faculty/Staff Handbook
8. University of Idaho – Appointment of Trustee, Retiree Benefits Trust
9. University of Idaho – Student Health Insurance, Contract Approval
10. University of Idaho – Settlement Agreement

11. Lewis-Clark State College – Port of Lewiston Lease
12. Lewis-Clark State College – Residence Hall Purchase
13. Lewis-Clark State College – Property Sale

DEPARTMENT OF EDUCATION – Tom Luna

1. Superintendent's Update
2. Swan Valley School District #92 Trustee Zone Change
3. School District Property Transfer – Minidoka – Cassia
4. School District Property Transfer –Lakeland – West Bonner (Reed Petition)
5. Temporary and Proposed Rule –IDAPA 08.02.03.004 Rules Governing Thoroughness- Incorporation By Reference
 - A. Addition to the High School Math Content Standards
 - B. Revision to the Idaho Alternative Assessment Extended Content Standards.
6. Appointment to the curricular Materials Selection Committee
7. Professional Standards Commission Appointments
8. Temporary and Proposed Rule Change to IDAPA 08.02.02.060. Rules Governing Uniformity – Application Procedures / Professional Development
9. Tuition Waiver – Pleasant Valley Elementary District

Thursday and Friday, April 17-18, 2008, 8:00 a.m., University of Idaho Commons, Clearwater/Whitewater Room

Items not completed on Thursday, April 17, 2008 will be carried over to Friday, April 18, 2008.

ELECTION OF OFFICERS FOR THE STATE BOARD OF EDUCATION

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 February 28-29, 2008 and March 27, 2008 as submitted.

3. Rolling Calendar

BOARD ACTION

To approve January 26, 2009 as the date and Boise, ID as the location for the January 2009 regularly scheduled Board meeting (This meeting date is in conjunction with Legislative Education Week and is subject to change, based on the calendar set by the Legislators).

To approve April 6, 2009 as the date and Boise, ID as the location for the April 2009 regularly scheduled Board Fee Setting meeting.

To approve April 16-17, 2009 as the date and the University of Idaho as the location for the April 2009 regularly scheduled Board meeting.

To approve May 21-22, 2009 as the date and Boise, ID as the location for the May 2009 regularly scheduled Board Retreat.

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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**

**DRAFT MINUTES
STATE BOARD OF EDUCATION
February 27-28, 2008
Boise, Idaho**

A regular meeting of the State Board of Education was held February 27-28, 2008 in Boise, Idaho. Board Vice President Paul Agidius presided.

Present:

Paul Agidius, Vice President

Sue Thilo, Secretary

Blake Hall

Laird Stone

Richard Westerberg

Tom Luna, State Superintendent (Mr. Luna joined the Executive Session on February 27 at 5:15 p.m. and was able to attend only a portion of the Open Session on February 28)

Absent:

Milford Terrell

Rod Lewis

The Board met on Wednesday, February 27, 2008, 5:00 p.m., LBJ Building, 650 West State Street, 3rd floor PTE Conference Room.

EXECUTIVE SESSION

M/S (Stone/Thilo): To move into Executive Session pursuant to Idaho Code on February 27, 2008 at 5:00 p.m. to discuss the following:

(1) Pursuant to Idaho Code sections 67-2345(d) and (f), and as the Trustees of Idaho State University, for the purpose of considering public documents subject to the attorney-client privilege and exempt from public disclosure, and to consider and advise the Boards' legal representatives in a matter of probable litigation.

(2) Pursuant to Idaho Code Section 67-2345(c), and as the Trustees of Lewis-Clark State College, for the purpose of conducting deliberations regarding a potential acquisition by Lewis-Clark State college of an interest in real property that is currently owned by private parties.

A roll call vote was taken (Members Terrell, Lewis, and Luna were absent); motion carried unanimously.

M/S (Stone/Thilo): To go out of Executive Session at 5:05 p.m. Motion carried unanimously.

M/S (Stone/Hall): To amend the Executive Session agenda to include an Idaho State University personnel issue. Motion carried unanimously.

M/S (Stone/Hall): To move into Executive Session pursuant to Idaho Code on February 27, 2008 at 5:10 p.m. to discuss the following:

(1) Pursuant to Idaho Code sections 67-2345(d) and (f), and as the Trustees of Idaho State University, for the purpose of considering public documents subject to the attorney-client privilege and exempt from public disclosure, and to consider and advise the Boards' legal representatives in a matter of probable litigation.

(2) Pursuant to Idaho Code Section 67-2345(1)(b), and as Trustees of Idaho State University, to consider the evaluation, dismissal or disciplining of, or complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student;

(3) Pursuant to Idaho Code Section 67-2345(c), and as the Trustees of Lewis-Clark State College, for the purpose of conducting deliberations regarding a potential acquisition by Lewis-Clark State college of an interest in real property that is currently owned by private parties.

A roll call vote was taken; motion passed unanimously.

Note: State Superintendent Luna joined the Executive Session meeting at 5:15 p.m.

During Executive Session the Board: (1) as Trustees for Idaho State University, discussed a potential settlement with respect to pending litigation; (2) as Trustees for Idaho State University, discussed a personnel issue relating to a particular employee of the institution; and (3) as Trustees for Lewis-Clark State College, discussed a potential real property acquisition by the institution from a private party.

M/S (Westerberg/Stone): To go out of Executive Session at 6:05 p.m. Motion carried unanimously.

OPEN SESSION

The Open Session portion of the meeting convened on Thursday, February 28, 2008, at 8:40 a.m., at the Boise State University Interactive Learning Center (Daryl Jones Lecture Hall), Room 118. A roll call of members was taken; members Terrell and Lewis were absent.

BOARDWORK

1. Agenda Approval

M/S (Hall/Stone): To adopt the agenda as currently submitted. Motion carried unanimously.

2. Minutes Approval

M/S (Thilo/Hall): To approve the minutes from November 2, 2007, December 6, 2007, and

January 14, 2008, as submitted. Motion carried unanimously.

3. Rolling Calendar

M/S (Thilo/Westerberg): To approve February 26-27, 2009 as the dates and Boise State University as the location for the February 2009 regularly scheduled Board meeting.

Motion carried unanimously.

Board Vice President Agidius congratulated the University of Idaho on behalf of the Board for being the 2007 recipient of the National Medal of Arts award. The national recognition was awarded to the University of Idaho Lionel Hampton International Jazz Festival. Board member Thilo reported that the award was presented by President Bush on November 15, 2007 in an East Room ceremony. She pointed out that the festival received the award for preserving and promoting the uniquely American art of jazz, educating teachers and young musicians, and for continuing to explore diverse cultural connections forged by Lionel Hampton. The National Medal of Arts is a presidential initiative managed by the National Endowment for the Arts.

CONSENT AGENDA

M/S (Thilo/Stone): To approve the Consent Agenda as submitted. Motion carried 5-1 (Stone voted nay).

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

By unanimous consent, the Board approved the request by Boise State University for twelve (12) new positions (11.75 FTE); term, salary, FTE change to five (5) positions (4.80 FTE); and delete seven (7) positions (7.0 FTE).

2. BAHR – Section I – Idaho State University – New Positions and Reactivation of Position

By unanimous consent, the Board approved the request by Idaho State University for seven (7) new professional staff positions (7.0 FTE) supported by appropriated funds reallocation and local funds; to reactivate one (1) professional staff position (1.0 FTE) supported by local funds; and one (1) new classified staff position (1.0 FTE) supported by appropriated funds reallocation.

3. BAHR – Section I – University of Idaho – New Positions and Reactivation of Position

By unanimous consent, the Board approved the request by the University of Idaho to establish three (3) new positions and reactivate three (3) positions (6.0 Total FTE), all supported by appropriated and non-appropriated funds.

4. BAHR – Section I – Lewis-Clark State College – Deleted Position and Change to Position

By unanimous consent, the Board approved the request by Lewis-Clark State College for one (1) deleted position (.5 FTE), and one (1) change in positions (.5 to 1.0 FTE) supported by local and grant funding.

5. PPGAC – Alcohol Permits Issued by University Presidents

Information item only.

6. IRSA – Quarterly Report on Programs Approved by the Executive Director

Information item only.

REGULAR AGENDA**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS**1. Office of Performance Evaluations

Board member Thilo introduced Rakesh Mohan, Director of the Office of Performance Evaluations (OPE), to report. He briefly updated the Board members on the role of the Office, noting that it reports to the Legislature.

Mr. Mohan reported that OPE had been directed by the Joint Legislative Oversight Committee to conduct a study pertaining to the consolidation of school district services. The study will focus on the types of services school districts provide and the amounts and costs of these services. The study will also focus on the feasibility of consolidating services and the potential impacts of consolidation. The study will not focus on instructional staff, administrators, or school boards. The project is projected to be completed by October of 2008.

2. Idaho School for the Deaf and the Blind – Leasing of Campus Property

M/S (Stone/Westerberg): To not authorize the lease of the Round Building for as long as it is being used by CSI. This motion was withdrawn by both Mr. Stone and Mr. Westerberg.

M (Stone): To postpone the motion until a date certain, the April Board meeting. This motion was withdrawn by Mr. Stone.

Board member Thilo presented this item pertaining to the leasing of Idaho School for the Deaf and the Blind (ISDB) facilities to the North Valley Academy (NVA), which is a new charter school in Gooding. It was explained that ISDB had considered leasing some or all of the Round Building to NVA for its charter school. As things progressed, however, ISDB had to reconsider the idea because the College of Southern Idaho (CSI) presently occupies a major portion that building for delivery of various classes and services. It was pointed out that while CSI does not have a formal lease with ISDB, over time the College has invested close to half a million dollars in infrastructure in that facility. Their investment has provided significant benefits to the Idaho School for the Deaf and the Blind.

There was lengthy discussion about the many issues and concerns the proposed lease agreement between ISDB and NVA generated. Among the issues discussed were: the negative impact on NVA if it had to find another location for its classes; the loss of potential revenue for ISDB; the liability for ISDB of not leasing the space to the NVA; and the importance of CSI's involvement and contributions to ISDB and to the community of Gooding.

State Superintendent Luna wondered why ISDB had entered into an agreement with the charter school without bringing the action to the Board. Board member Stone indicated that when the original study of ISDB was undertaken it was observed that a number of facilities on campus

were available for lease. At that time, ISDB was encouraged to look around the state to see what options were available. Since the time of that study both the Superintendent of ISDB and the Executive Director of the office of SBOE have changed. Mr. Stone pointed out that the former Interim Executive Director of the office of SBOE had instructed Mary Dunne, the current Superintendent of ISDB, to carry on with negotiations with the charter school.

Tamara Baysinger, Charter School Program Manager for the Office of the State Board of Education provided clarification for the Board in regard to NVA. She indicated that, in accordance with the Public Charter School Commission's requirement for approval, NVA does have alternative plan for its facilities involving portable buildings on an unimproved piece of property. It was noted that leasing space at the alternate site would cost more, but NVA had already provided for that possibility in its budget.

State Superintendent Luna suggested that the Board should direct ISDB to report back to SBOE with a solution to the issue. As a point of clarification, it was noted that there is not a signed lease agreement between ISDB and NVA for the use of the Round Building.

Board member Hall pointed out that the motion prohibits ISDB from moving forward with the charter school lease, which would benefit ISDB financially. The motion also requires ISDB to continue its relationship with CSI, which brings no financial gain to ISDB. He asked how the Board intended to reconcile its fiduciary responsibility to ISDB in this regard.

President Jerry Beck from CSI explained that CSI started using ISDB facilities about 15 years ago. At the time they moved into the Round Building it had been vacant for a number of years and was in need of improvements and upgrades. CSI made the necessary improvements and upgrades so that it was operational. He pointed out that the relationship between ISDB and CSI does benefit ISDB because CSI provides educational services to Gooding and the surrounding communities.

Allison McClintick of the Board office reported that Mary Dunne of ISDB is working with both CSI and NVA to come up with a good solution. Board member Hall noted that there appears to be a good faith effort taking place to accommodate all of the parties involved. He suggested that the Board give ISDB and the other entities time to do that.

Both motions were withdrawn. Board Vice President Agidius asked that the Board be provided with a progress report on this issue.

3. The Idaho Alternate Assessment Achievement Standards – Science (IAA-S) Proficiency Levels – Approval of Temporary Rule, 08.02.03.004.07 – Incorporation by Reference

M/S (Thilo/Stone): To approve the Proficiency Level Cut Scores and Performance Level Descriptors for the Idaho Alternate Assessment Science for grades five, seven, and ten, and to incorporate them into the Idaho Alternate Assessment Achievement Standards – IDAPA 08.02.03.004.07. Motion carried unanimously.

M/S (Thilo/Westerberg): To approve the temporary and proposed Rule Governing Thoroughness – Incorporation by Reference, IDAPA 08.02.03.004.07. Motion carried unanimously.

Board member Thilo presented this item.

4. College Access Challenge Grants – New Federal/State Program

M/S (Thilo/Luna): To direct OSBE staff to proceed with the planning and preparation for submission of a College Access Challenge Grant application, to include working with the Governor's staff, Division of Financial Management, and Legislative Services Office.

Motion carried unanimously.

Board member Thilo presented this item. She noted that the application is due in June and that Board staff will complete the grant application. Dana Kelly of the Board office indicated that the amount of time required to administer the grant will depend on the components of the grant application.

Board member Hall suggested that the institutions of higher education be involved in the writing of the grant and the implementation of the grant. Ms. Kelly noted that it is the intention of the Board office to do just that.

As a point of clarification, Board member Stone explained that this assignment would be considered one of the normal job-related responsibilities of Board office staff whose regular assigned duties include the writing and administration of grants.

The Board directed Board staff to work with the institutions in developing the grant application. Interim Executive Director Rush said the Board will have the opportunity to review the grant application prior to its submission.

5. New Instructional Unit- Center for Archaeology, Materials, and Applied Spectroscopy (CAMAS) – Idaho State University

M/S (Thilo/Westerberg): To approve Idaho State University's request to establish a new Center for Archaeology, Materials, and Applied Spectroscopy as presented. Motion carried unanimously.

Board member Thilo presented this item.

6. Northern Local Operations Committee Summary Report

Board member Thilo presented this information item.

At this time, State Superintendent Luna was excused in order to attend to business at the Legislature.

BUSINESS AFFAIRS AND HUMAN RESOURCES**Section I Human Resources**1. Idaho State University – Request for Waiver of Tenure Policy – Vice President of Research

M/S (Stone/Hall): To waive application of Board Policy Section II.G.6.i. to allow Idaho State University to offer a tenured faculty position to the qualified candidate selected by ISU for the position of VP for Research. Motion carried 5-0 (Luna absent).

Board member Stone presented this item.

Section II – Finance**1. Intercollegiate Athletics – Financial Reports**

Board member Stone presented this information item.

2. Intercollegiate Athletics – Employee Compensation Reports

Board member Stone presented this information item.

3. Boise State University – Verizon Sponsorship Agreement

M/S (Stone/Westerberg): To approve Boise State University's request to enter into the attached corporate sponsorship agreement with Verizon. Motion carried 5-0 (Luna absent).

4. Boise State University – Library Publishing License Agreement

M/S (Stone/Westerberg): To approve the request by Boise State University to enter into the attached five-year license agreement with Elsevier for a cost not to exceed \$1,422,260. Motion carried 5-0 (Luna absent).

Board member Stone presented this item. Board Vice President Agidius asked whether or not more than one institution can be part of the same agreement. Stacy Pearson of Boise State University indicated that there are tight licensing restrictions on these types of subscriptions. Marilyn Moody, Dean of the University Library, pointed out that BSU had considered sharing this license agreement with the University of Idaho, however the two universities have different roles and missions so that didn't work out. Ms. Moody explained that BSU does have other shared agreements in place. She noted that even with a shared agreement, each institution still has to pay for materials.

5. Boise State University – Capital Projects Update

Board member Stone presented this information item. Stacy Pearson of Boise State University made a brief presentation to the Board. She noted that the Board approved the BSU updated master plan in October of 2005. Since then, BSU has made steady progress to plan, finance, and construct facilities to meet its strategic vision. Ms. Pearson reviewed the various projects and the progress to-date on those projects. She indicated that BSU will bring the Center for Environmental Science and Economic Development (CESSED) building to the Board for approval at the April meeting. At that time, BSU will update the Board on the estimated cost and debt projections.

6. Boise State University -- Purchase Furnishings, Fixtures, and Equipment for Stadium Press Box/Sky Suite Addition

M/S (Stone/Westerberg): To authorize Boise State University to procure furnishings, fixtures, and equipment for the Press Box/Sky Suite addition at a cost not to exceed \$1,650,000. Motion carried 5-0 (Luna absent).

Board member Stone presented this item. Board member Hall asked for clarification on the

pledge dollars. Stacy Pearson of Boise State University noted that because the pledge funds will come in over time, BSU is requesting to use reserve and operating budget funds from the Athletic Department funds to pay for the request. As the pledge funds come in, the funds will go back to the Athletic Department. She noted that no university funds will be used outside of the Athletic Department for this project.

7. Boise State University – Purchase Furnishings, Fixtures, and Equipment for Student Union Building Expansion

M/S (Stone/Westerberg): To authorize Boise State University to enter into contract(s) to purchase the furnishing and equipment in accordance with the terms herein, at a cost not to exceed \$1,250,000. Motion carried 5-0 (Luna absent).

8. Boise State University – Foundation Land Swap

M/S (Stone/Westerberg): To authorize Boise State University to take such actions necessary to complete the land exchange between Boise State University and the Boise State University Foundation, and to authorize the Executive Director of the State Board of Education to approve the final contract before execution by the University, subject to review by the Board's legal counsel. Motion carried 5-0 (Luna absent).

Stacy Pearson of Boise State University explained that BSU had taken great care to clarify boundaries and deeds and all other pertinent details related to the property under consideration prior to bringing this item to the Board.

9. Boise State University – Extension of Expansion Zone

M/S (Stone/Hall): To approve the designation of property bordered by Boise Avenue, University Drive, Lincoln Avenue, and Beacon Street as part of the official Boise State University expansion zone. Motion carried 5-0 (Luna absent).

Stacy Pearson of Boise State University indicated that this property was included in their earlier presentation. This is a long-range expansion area; however BSU wanted to put people on notice of their intent to grow in that direction.

M/S (Stone/Westerberg): To approve the designation of the Oakland Street side of block 5 and the north and south sides of Potter Drive for current priority acquisition. Motion carried 5-0 (Luna excused absent).

Stacy Pearson indicated that this property was depicted in their earlier presentation. Ms. Pearson noted that this area had been identified as a better location for future resident halls because it is closer to the Student Union Building, the Student Health Center, and other student services. It moved into priority consideration because BSU is at capacity as far as student housing at this time.

Board Vice President Agidius asked if BSU had professional-technical education (PTE) students from the Seland College of Applied Technology living in student housing. Ms. Pearson indicated she didn't have current numbers available. In addition, the relocation of the PTE programs to the College of Western Idaho won't take place for some time, so it's not possible to predict the impact that will have on the student housing situation at BSU.

10. Boise State University – Land Gift and Building Lease – Supervalu, Inc.

M/S (Stone/Westerberg): To approve the request by BSU to proceed with the preparation of a lease of the building located at 220 Park Center Blvd in Boise for Board review and approval at the April 2008 meeting. Motion carried 5-0 (Luna absent).

Board member Hall asked for clarification on this item. Stacy Pearson of Boise State University explained that the University was requesting permission to accept a gift of land from Supervalu, Inc., and to lease office space in the building located on that land. She noted that the BSU Foundation plans to purchase the property.

Board member Hall asked if the terms of the lease include a purchase or gift clause that requires that the property be given to the institution. President Kustra of Boise State University indicated that BSU plans to purchase the property if possible, with donor dollars. So far BSU has a \$5 million gift for the property, which leaves a \$2 million balance. BSU is meeting with other donors to secure the remaining dollars. If BSU is able to purchase the property, the BSU Foundation won't need to be involved. Dr. Kustra indicated that if the Foundation does have to purchase the property, a statement of intent as far as the property goes would be provided to the Board. Board member Hall suggested that the intent language be incorporated into the lease itself.

There was discussion about the location of the property and its intended use. President Kustra noted it is about a five-minute drive from campus and about a 15 minute walk. BSU envisions the building as a research park for faculty engaged in research. It will also be an ideal location for BSU's radio station. He pointed out that by moving these types of activities off the main campus, space on the main campus would be freed up to be used for labs and student learning.

Board member Hall asked about costs associated with repairs, modifications, and upgrades. President Kustra noted that BSU has toured and examined the building and that it is move-in ready. They are meeting with the owners to determine how much of the office infrastructure Supervalu will be taking with them. BSU is budgeting to make the building useable for its operations.

Board member Hall noted that the Legislature is always concerned about potential occupancy costs of any buildings. He asked for clarification on what BSU plans for occupancy costs. Ms. Pearson noted that BSU plans to set aside three years of those expenses to cover the costs. The Legislature has indicated that they will allow BSU to request occupancy costs once the lease is finalized. That will be done through the Board's budget process.

Board Vice President clarified that the Board is only considering the acceptance of a gift of land at this time, and not any related occupancy costs or expenses related to improvements, upgrades, or equipment purchases.

11. Idaho State University – Meridian Facility Project

M/S (Stone/Hall): To approve Idaho State University's request to proceed with construction of the renovation of the Meridian Facility and to authorize the Division of Public Works to award a construction management delivery contract to Sletten Companies of Boise for a total project budget not to exceed \$13,882,990. A roll call vote was taken; motion carried 5-0 (Luna absent).

12. University of Idaho – Progress Report on Idaho Center for Livestock and Environmental Studies (ICLES)

Lloyd Mues of the University of Idaho presented this item. He introduced Kent Nelson of the University of Idaho to discuss the item. Mr. Nelson reported that UI has fulfilled all of the preconditions set forth in HB 325. The University will continue to update the Board on a regular basis. He noted that funds will be eligible to be released as soon as they are approved by the Legislature.

13. University of Idaho – Settlement Agreement

This item was pulled from the agenda.

14. University of Idaho – Request for Capital Project Authorization Increase- Aberdeen Research and Extension Center

M/S (Stone/Thilo): To approve the request by the University of Idaho to increase the Capital Project Authorization for the HVAC and Roof Upgrades, the Joe Marshall Potato Research Building, Aberdeen Research and Extension Center, University of Idaho, Aberdeen, Idaho, from \$800,000 to \$1,370,000, to allow for the full implementation of the construction phase based upon actual bids received by the University. Motion carried 5-0 (Luna absent).

Lloyd Mues of the University of Idaho presented this item. He explained that there were additional items not included in the original estimate, including equipment improvements. Also, since the original proposal, the costs of materials have increased significantly. For those reasons, the University is requesting an increase in funds.

15. Eastern Idaho Technical College – Potential Professional-Technical High School Project

Board member Stone presented this information item.

16. Proposed Deferred Retirement Plan Revision

M/S (Stone/Hall): To direct the Interim Executive Director for the Office of the State Board of Education to proceed with revising the State Board of Education's ORP and 403(b) Supplemental Retirement Plan, as needed, and to prepare a State Board of Education 403(b) Deferred Compensation Plan to replace the separate 403(b) plans that have been offered by the institutions. Motion carried 5-0 (Luna absent).

Board member Stone explained that this item is necessary to update the deferred compensation plan in order to meet the new IRS requirements.

17. Idaho State University – Settlement Agreement

M/S (Stone/Hall): To approve the settlement and to authorize Idaho State University to sign all necessary settlement documents. Motion carried 5-0 (Luna absent).

18. College of Western Idaho – Property Transfer – moved to end of agenda

M/S (Stone/Hall): To approve the MOU between the College of Western Idaho and Boise State University as presented, and to authorize the Executive Director of the State Board of Education to develop final agreements consistent with the MOU. Agreements will be brought before the Board for final approval. Motion carried 4-1-0 (Stone voted Nay; Luna absent).

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS1. Presidents' Council Report

President Art Valais reported that the Presidents' Council had unanimously agreed to recommend that the Higher Education Research Council include Economic Development in its future plans.

The Presidents' Council also recommended that the institutions combine efforts in terms of medical programs, delivery models, and services in order to have a more positive economic impact statewide. Dr. Valais reported that the second recommendation resulted from a proposal by the Veterans' Administration (VA) to locate a facility in the Boise area that could be used for training, research, studies, and other types of educational services by all the institutions. The Presidents agreed this effort should be a top priority.

2. Boise State University Progress Report

President Kustra presented the BSU progress report. He commented that the Board meeting is being held in the Interactive Learning Center (ILC) in order to show the Board the result of BSU's careful planning and investment of carry-forward funds. Dr. Kustra noted that the ILC was built without using state funds or donor contributions. Dr. Kustra shared that the Idaho Special Olympics event is underway in Idaho and BSU is hosting student athletes.

Dr. Kustra reviewed the BSU strategic plan and discussed some of the projects that are underway at the institution. He noted that BSU had been recognized for its efforts in the area of research. Dr. Kustra recognized Dr. Heidi Reeder, Associate Professor in the Department of Communications, who was named Faculty of the Year.

Dr Kustra discussed recruitment and retention rates at BSU, and reported that Boise State University has implemented a new program for students who aim to graduate in four years. It is called Finish-in-Four, and it guarantees that students who follow a planned course of study can complete their degree in four years. If not, Boise State will pay for the additional required courses.

3. Idaho Division of Vocational Rehabilitation Progress Report

Dave Hawkes of the Division of Vocational Rehabilitation (IDVR) presented the agency's progress report on behalf of Dr. Michael Graham who was unable to attend the meeting. He summarized the mission and goals of the agency and discussed the various services that are provided to persons with disabilities. He explained that IDVR coordinates with several other agencies and services in serving a wide array of clients.

Mr. Hawkes noted that each counselor at IDVR has an approximate caseload of 120 clients.

One of the agency's challenges is the long waiting list of severely disabled clients who are waiting for employment. Mr. Hawkes indicated that many of those clients require a level of long-term support that IDVR is not set up to provide.

4. Office of the State Board of Education –Core Values

M/S (Hall/Stone): To approve the Core Values developed by the staff for the Office of the State Board of Education, as presented. Motion carried 5-0 (Luna absent).

Board member Hall presented this item. Interim Executive Director Rush noted this is part of an effort by the Board office to strengthen the fiscal operations and tighten the controls within the agency.

5. Idaho Division of Professional-Technical Education – CWI Designation as Technical College

M/S (Hall/Stone): To approve a request by the College of Western Idaho to be designated as the technical college in Region III, upon final recommendation by the Division of Professional-Technical Education. Motion carried 5-0 (Luna absent).

Ann Stephens, Associate Administrator of the Division of Professional Technical Education (DPTE), presented this item. She explained that DPTE has the responsibility to ensure that the College of Western Idaho (CWI) can demonstrate that it is able to deliver professional-technical education programs and services before it can be designated as a technical college. The Division will work with Boise State University and the College of Western Idaho towards this end.

6. Idaho Division of Professional-Technical Education – Five year Plan Under the Perkins Act

M/S (Hall/Thilo): To approve the State Five-Year Plan required by P.L.109-270, Carl D. Perkins Career Technical Education Act as submitted by the Division of Professional-Technical Education. Motion carried 5-0 (Luna absent).

Ann Stephens of DPTE presented this item to the Board.

7. Idaho Public Television – Young Professionals Organization Meeting (YPO)

Peter Morrill of Idaho Public Television (IPTV) presented this information item. He noted YPO is a non-profit organization. It has asked to hold its quarterly meeting in IPTV's studio in Boise on May 9, 2008. It has also asked to be able to serve alcoholic beverages during that meeting. For clarification, all members of YPO are of legal drinking age.

Mr. Morrill reported that IPTV had asked the Deputy Attorney General to review the request from YPO to see if there are any problems granting the request. The Deputy Attorney General determined that IPTV has the latitude to do both according to its guidelines. Mr. Morrill indicated that the agreement with YPO will include the following terms: it will hold IPTV harmless; it will require that the caterer have a liquor license and do all the pouring; it will require that YPO provide liability coverage and a certificate of insurance.

The Board thanked Mr. Morrill for bringing this situation to the Board's attention. As a result of his report, the Board agreed it needed to review Board policy to determine if it is deficient in regard to the serving alcohol on properties owned or leased by the agencies who report to the

Board.

8. Weiser School District No. 431 Tuition Waiver

M/S (Hall/Westerberg): To approve the request by Weiser School District No. 431 to waive a portion of the tuition rate charge for each individual student attending Weiser high School form Annex School District in Oregon for the following years: 2007-2008, 2008-2009, 2009-2010, and 2010-2011. Subject to the annual review by the Weiser School District Board of Trustees. Motion carried 5-0 (Luna absent).

9. Eastern Idaho Technical College Advisory Council Vacancies

M/S (Hall/Westerberg): To approve the appointment of Lew Rodriguez and the reappointment of Louis Fatkin, Ralph Steele, and Calvin Ozaki to the EITC Advisory Council for a term beginning immediately and ending December 31, 2010. Motion carried 5-0 (Luna absent).

At this time the Board returned to item 18 of Section II of the Business Affairs and Human Resources agenda.

BUSINESS AFFAIRS AND HUMAN RESOURCES – Section II (continued)

18. College of Western Idaho – Property Transfer

M/S (Stone/Hall): To approve the MOU between the College of Western Idaho and Boise State University as presented, and to authorize the Executive Director of the State Board of Education to develop final agreements consistent with the MOU. Agreements will be brought before the Board for final approval. Motion carried 4-1-0 (Stone voted nay; Luna excused absent).

DEPARTMENT OF EDUCATION

1. Superintendent's Update

State Superintendent Luna was absent from the meeting and unable to present an update.

2. Adolescent and School Health Data/Coordinated School Health Program

Shannon Page of the State Department of Education (SDE) was introduced to present this item. She introduced Nick Smith, Pat Stewart, and Matt Carter.

Ms. Page reported that the SDE collects adolescent health risk data, along with school climate and school health education information through several survey instruments. They include the Idaho Youth Risk Behavior Survey (YRBS), the Substance Abuse and School Climate Survey, the Safe and Drug-Free Schools Incident Report, and the School Health Education Profile Survey.

Ms. Page noted that the information collected is critical in decision-making, program design, and policy development related to student health and school safety. She indicated that State Superintendent Luna had asked that the results be shared with the State Board of Education.

State Department of Education staff noted that the YBRS survey comes from the Centers for

Disease Control, and Idaho administers it biennially to students in grades 9-12. In the spring of 2007 it was administered to 1,440 students in 45 randomly selected public high schools in Idaho.

The Idaho Substance Abuse and School Climate Survey was administered in the spring of 2006 to 6th, 8th, 10th, and 12th grade students. The total number of students surveyed at that time was 15,135 from a number of districts throughout the state.

The annual Safe and Drug-Free Schools incident Report includes incident data collected from building principals and summarizes the frequency of incidents regarding alcohol, tobacco, drug use, harassment, bullying, weapons on campus, truancy, insubordination, fights, expulsions, and suspensions.

The SDE have the results of these surveys posted on their website. Also, the SDE has begun development and implementation of a state-level program to assist Idaho school districts and their school buildings to better coordinate current school efforts aimed at improving student health and academic achievement.

3. Northwest Nazarene University Master's Degree in Reading

M/S (Hall/Stone): To approve the recommendation by the Professional Standards Commission to accept the State Review Team Report, thereby granting program approval of the Master's Degree in Reading Program at Northwest Nazarene University. Motion carried 5-0 (Luna absent).

4. University of Idaho, Mathematics Program Focus Visit Report

M/S (Hall/Stone): To approve the recommendation by the Professional Standards Commission to accept the State Review Team Focus Visit Report, thereby granting program approval for the Mathematics Program, College of Education, at the University of Idaho. Motion carried 5-0 (Luna absent).

5. George Fox University Master of Arts in Teaching

M/S (Stone/Westerberg): To approve the recommendation by the Professional Standards Commission to accept the State Review Team Report, thereby granting program approval as outlined in Attachment 1 for the Master of Arts in Teaching Program at George Fox University. Motion carried 4-1-0 (Hall voted nay; Luna absent).

6. Accreditation Annual Report

M/S (Stone/Hall): To approve the request by the State Department of Education and the Northwest Association of Accredited Schools to approve the 2007-2008 Accreditation summary Report of Idaho Schools as submitted. Motion carried 5-0 (Luna absent).

7. Curricular Materials Committee Appointment

M/S (Hall/Stone): To approve the request by the State Department of Education for Chris Lyon's appointment to the Idaho State Curricular Materials Selection Committee as submitted. Motion carried 5-0 (Luna absent).

OTHER BUSINESS

By unanimous consent, the Board agreed to recess at 2:00 p.m., and to then reconvene at 3:00 p.m. in the Barbara Morgan Conference Room (LBJ Building, 650 W. State Street, Boise) for a presentation by the Wallace Foundation.

Thursday, February 28, 2008 - Barbara Morgan Conference Room (LBJ Building, 650 W. State Street, Boise).

1. Wallace Foundation Presentation

Frederick Brown with the Wallace Foundation presented to the Board and the Senate Education Committee. The Foundation's mission is to enable institutions to expand learning and enrichment opportunities for all people. Their three main objectives are: strengthening education leadership to enhance student achievement; improving after-school learning opportunities; and expanding participation in arts and culture.

The Wallace Foundation has found that leadership is second only to teaching among school-related factors that affect student learning. Its impact is greatest in schools with the greatest needs. The Wallace Foundation is in the process of conducting a comprehensive review of school leadership. This report will be the first in a series that seeks to establish how leadership promotes student achievement, summarizes the basics of successful leadership and sets out what leaders must do - including setting a clear vision, supporting and developing a talented staff, and building a solid organizational structure - to meet the challenge of school reform.

M/S (Hall/Luna): To adjourn the meeting at 4:00 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

DRAFT MINUTES
STATE BOARD OF EDUCATION
SPECIAL TELECONFERENCE MEETING
March 27, 2008
Len B. Jordan Building, Clear Waters Room
650 W. State Street
Boise, Idaho

A special teleconference meeting of the State Board of Education was held March 27, 2008 and originated in Boise, Idaho. Board President Terrell presided.

Present:

Milford Terrell, President
Paul Agidius, Vice President
Sue Thilo, Secretary
Blake Hall
Rod Lewis
Richard Westerberg

Absent:

Tom Luna, State Superintendent of Public Instruction

The meeting was called to order at 1:00 p.m. on Thursday, March 27, 2008. A roll call of members was taken.

OPEN SESSION

1. First Reading – Policy Section I.M.4. and Section III.M.3.

M/S (Terrell/Hall): To approve the first reading of the Idaho State Board of Education Governing Policies and Procedures, Section I.M.4. Motion carried unanimously.

Mike Killworth of the Board office presented this item. He reviewed the updates to the policy for the Board's benefit. Interim Executive Director Mike Rush noted that at the beginning of this section is a list of institutions. The Board agreed with him that when the policy comes back for its second reading that the list will include the College of Western Idaho.

M/S (Terrell/Agidius): To approve the first reading of the Idaho Board of Education Governing Policies and Procedures, Section III.M.3. Motion carried unanimously.

Mike Killworth presented the second policy under consideration and explained that a section had been added. He briefly reviewed it for the benefit of the Board. Board member Agidius raised a point about the person designated to determine the number of Board members that are asked to take part in the accreditation process for any given institution. The Board agreed with him that the policy be changed, prior to the second reading, to say that the person designated to make that determination will be the Board President rather than the Board's Executive Director.

2. Preliminary Draft Strategic Plan

Interim Executive Director Rush explained that Board staff had thoroughly reviewed the strategic plan in order to address concerns that had been expressed by the Governor and the Legislature.

Dr. Rush discussed the proposed strategic planning schedule and suggested that October be the scheduled time each year for reviewing the plans so that the Board's final plan could be approved in December. This timeline allows the agencies and institutions to use the plan to develop their own strategic plans, which are then due in July. Dr. Rush noted that he was introducing this timeline now in order to give the Board members a chance to have time to consider it and provide input. The final version will be presented to the Board at the April 16th Board meeting.

Board member Westerberg asked if there had been any thought of updating the Board's vision and mission statements so they better reflect the agencies and institutions that the Board oversees and represents. Board President Terrell asked the Board to forward suggestions in that regard to Dr. Rush. Dr. Rush noted that the timelines may make it more practical to work on making those changes in the coming year.

3. Board Self-Evaluation Review

Mike Killworth of the Board office discussed the process for collecting and compiling the Board's self-evaluation comments. Board member Agidius suggested that the Board plan to follow up in the near future to address the areas that need improvement. Board member Thilo pointed out that some of the recommendations would not be difficult to put into practice right away, and suggested that the Board do so. During discussion the Board agreed to have the Interim Executive Director develop an action plan, based on the self-evaluation comments. He will present it to the Board in April or June. The Board members concurred that would be acceptable.

OTHER BUSINESS

Board member Thilo asked what the second day of the Board's May meeting was going to be used for. Board President Terrell asked Board members to forward their ideas in that regard to Dr. Rush so that the Board can review them and decide how best to use the second day.

There being no further business a motion to adjourn was entertained.

M/S (Agidius/Thilo): To adjourn the meeting at 1:35 p.m. Motion carried unanimously.

**CONSENT AGENDA
APRIL 17-18, 2008**

TAB	DESCRIPTION	ACTION
1	BAHR-SECTION I BOISE STATE UNIVERSITY New Positions & Changes to Positions	Motion to approve
2	BAHR-SECTION I IDAHO STATE UNIVERSITY New Positions & Changes to Positions	Motion to approve
3	BAHR-SECTION I UNIVERSITY OF IDAHO New Positions & Changes to Positions	Motion to approve
4	BAHR-SECTION I LEWIS-CLARK STATE COLLEGE New Position	Motion to approve
5	PPGAC – Alcohol Permits Issued by University Presidents	Motion to approve

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CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

BOISE STATE UNIVERSITY

SUBJECT

New positions and changes in positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

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

DISCUSSION

Boise State University requests approval to:

- Create two (2) new faculty positions (2.0 FTE) supported by local funds.
- Create seven (7) new professional staff positions (7.0 FTE) supported by local funds.
- Create three (3) new classified positions (3.0 FTE) supported by local funds.
- Increase the term of two (2) classified staff positions (2.0 FTE) supported by appropriated funds.

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

All new positions are supported by local funds.

Staff recommends approval.

BOARD ACTION (if necessary)

A motion to approve the request by Boise State University for twelve (12) new positions (12.0 FTE); and term, salary, FTE change to two (2) positions (2.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

**CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008**

NEW POSITIONS

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$50,000
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Educational Technology
Duties and Responsibilities	Provide instruction for Educational Technology courses.
Justification of Position	Additional faculty position needed due to significant increase in enrollment.

Position Title	Interim Instructor
Type of Position	Faculty
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	7/1/2008
Salary Range	\$40,000
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	College of Applied Technology
Duties and Responsibilities	Provide instruction for Heavy Equipment Technician courses.
Justification of Position	Curriculum requires additional instructor position for current students to complete the second year of the program and graduate.

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

Position Title	Assistant Director, Sponsored Projects
Type of Position	Accounting
FTE	Professional
Term of Appointment	1.0 FTE
Effective Date	12 Months
Salary Range	4/20/2008
Funding Source	\$70,000
New or Reallocation	Local
Area/Department of Assignment	Reallocation
Duties and Responsibilities	Administrative Accounting
	Develop, implement and monitor policies and procedures; work with research faculty on financial management functions; manage compliance issues; manage and enhance automated systems.
Justification of Position	New position is required to more firmly establish and support a robust research administration infrastructure.

Position Title	Educational Advisor
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/10/2008
Salary Range	\$36,000
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	College of Applied Technology - Student Support Division
Duties and Responsibilities	Provide career and academic advising for College programs.
Justification of Position	Additional position needed due to increased workload.

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

Position Title	Coordinator, Intramural Sports
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/1/2008
Salary Range	\$34,508
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Campus Recreation
Duties and Responsibilities	Responsible for daily operations of the Intramural Sports program; develop more diverse program offerings; coordinate and develop summer sports programs.
Justification of Position	Additional position needed to ensure continued growth of programs and meet growing demand of increasingly residential student population.

Position Title	Director, Donor Services
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	4/20/2008
Salary Range	\$65,000
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	University Advancement
Duties and Responsibilities	Coordinate and implement a donor relations and stewardship strategy for donor base including annual, major and leadership donors.
Justification of Position	Additional position needed to support an increased focus on donor relationships and services for Destination Distinction and other fundraising campaigns.

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

Position Title	Assistant Director, Marketing
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	4/20/2008
Salary Range	\$50,000
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Communications and Marketing
Duties and Responsibilities	Provide marketing expertise and solutions to the campus community.
Justification of Position	New position needed to meet centralized marketing approach and provide support and continuity in branding and promoting the University.

Position Title	Research Engineer
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	4/20/2008
Salary Range	\$50,000
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Material Science and Engineering
Duties and Responsibilities	Service and maintain newly acquired state-of-the-art x-ray diffractometer (XRD) tool; train and support XRD users; instruct undergraduate courses and labs.
Justification of Position	Professional engineering staff required to properly maintain and oversee use of newly acquired equipment.

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

Position Title	Resident Director
Type of Position	Professional
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	5/1/2008
Salary Range	\$27,500
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	Student Housing
Duties and Responsibilities	Provide operational guidance for a residence hall or apartment facility; supervise student staff members who assist with operations.
Justification of Position	Additional staff needed due to growth in housing residence hall and apartment facilities.

Position Title	Financial Technician
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	4/20/2008
Salary Range	\$24,232
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Health, Wellness and Counseling
Duties and Responsibilities	Perform financial duties relating to purchasing, accounts payable, accounts receivable, and payroll; analyze, research and reconcile complex financial documents.
Justification of Position	Additional financial staff required due to increase of department personnel and growth with new electronic medical records system, new facility and student insurance changes.

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	4/20/2008
Salary Range	\$22,963
Funding Source	Local
New or Reallocation	Reallocation
Area/Department of Assignment	College of Education and College of Social Sciences/Public Affairs
Duties and Responsibilities	Provide administrative support including customer service, database maintenance, correspondence and budget functions.
Justification of Position	Administrative support needed for Development Directors in the College of Education and College of Social Sciences/Public Affairs.

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 FTE
Term of Appointment	12 Months
Effective Date	3/5/2008
Salary Range	\$22,963
Funding Source	Local
New or Reallocation	New
Area/Department of Assignment	Development (Foundation)
Duties and Responsibilities	Provide administrative support including customer service, database maintenance; prepare reports and correspondence; make logistical arrangements.
Justification of Position	Significant growth in number of University Advancement staff requires additional administrative support.

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

CHANGE IN POSITIONS

Position Title	Library Assistant 2
Type of Position	Classified
FTE	Change from .5 to 1.0 FTE
Term of Appointment	12 Months
Effective Date	4/20/2008
Salary Range	Change from \$15,454 to \$30,909
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Albertsons Library
Duties and Responsibilities	Supervise collection development projects including web design and outreach activities; supervise maintenance of library materials.
Justification of Position	Additional FTE required to meet demands for additional web and technical support responsibilities.

Position Title	Laboratory Materials Supervisor
Type of Position	Classified
FTE	Change from .88 to 1.0 FTE
Term of Appointment	12 Months
Effective Date	4/20/2008
Salary Range	Change from \$23,715 to \$27,102
Funding Source	Appropriated
New or Reallocation	Reallocation
Area/Department of Assignment	Biology Department
Duties and Responsibilities	Prepare set up for laboratories; purchase supplies and specimens; repair and maintain equipment; oversee animal care related to teaching and research.
Justification of Position	Increased enrollment in courses for Biology majors and general science students requires additional lab support.

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

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
APRIL 17-18, 2008

(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
APRIL 17-18, 2008

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: G. Policies Regarding Faculty (Institutional Faculty Only) October 2002

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.

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CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

IDAHO STATE UNIVERSITY

SUBJECT

New positions and changes in positions

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

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

DISCUSSION

Idaho State University requests approval to:

- Create one (1) new faculty position (1.0 FTE) supported by grant funds
- Create one (1) new classified staff position (1.0 FTE) supported by local funds
- Increase the term of one (1) classified staff position (.69 FTE) supported by appropriated funds reallocation

IMPACT

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

STAFF AND COMMENTS AND RECOMMENDATIONS

The new positions are funded out of grand and local funds.

Staff recommends approval.

BOARD ACTION (if necessary)

A motion to approve the request by Idaho State University for two (2) new positions (2.0 FTE), and term change to one (1) position (.69 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

NEW POSITIONS

Position Title	Assistant or Associate Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	9 month
Effective Date	April 21, 2008
Salary Range	\$60,000.00
Funding Source	Grant Funds
New or Reallocation	New
Area/Department of Assignment	Physics/Idaho Accelerator Center
Duties and Responsibilities	Teach a range of physics classes, including upper division accelerator physics courses; mentor graduate students; pursue research in accelerator physics.
Justification of Position	This position will provide support to address the national need for students educated in the area of accelerator physics. It will build on the strengths of the scientific program at the Idaho Accelerator Center, and bolster the scientific and technical base of the State of Idaho.
Position Title	Account Specialist
Type of Position	Classified
FTE	1.0
Term of Appointment	12 month
Effective Date	March 3, 2008
Salary Range	\$40,000.00 (27,102.40)
Funding Source	Local Funds
New or Reallocation	New – Local funds from several clinics within the College of Health Professions
Area/Department of Assignment	College of Health Professions
Duties and Responsibilities	Provide billing services and follow-up for treatment sessions within several college-sponsored clinics.
Justification of Position	To provide additional clerical support for patient billings for clinics within the college.

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

CHANGES TO POSITION

Position Title	Office Specialist 2 (PCN 3072)
Type of Position	Classified
FTE	.69
Term of Appointment	change from 11 month to 12 month
Effective Date	April 21, 2008
Salary Range	change from \$15,638.00 to \$16,941.60
Funding Source	Appropriated Funds
New or Reallocation	Reallocation of department funds
Area/Department of Assignment	Chemistry
Duties and Responsibilities	Duties include office receptionist, filing, assist professors with copying, organize lab safety sheets, answer phones, declare majors, calendaring and various miscellaneous duties.
Justification of Position	To provide year-round clerical support.

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CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

UNIVERSITY OF IDAHO

SUBJECT

Six new positions and one position reactivation

APPLICABLE STATUTE, RULE, OR POLICY

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

DISCUSSION

The University of Idaho requests approval to:

- Create six (6) new positions (6.0 FTE) supported by appropriated and non-appropriated funds
- Reactivate one (1) position (1.0 FTE) deleted from EIS and still in FY08 original budget

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

The new positions are funded from local funds.

Staff recommends approval.

BOARD ACTION (if necessary)

A motion to approve the request by the University of Idaho to establish six (6) new positions (6.0 FTE) and reactivate one (1) position (1.0 FTE), all supported by appropriated and non-appropriated funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

Position Title	Administrative Assistant 1
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	May 1, 2008
Salary Range	\$21,444.80 – 28,641.60
Funding Source	Appropriated funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	President's Office
Duties	Responsible for administrative duties and reception
Justification	Increased staffing needed to handle workload

Position Title	Senior Instructor
Type of Position	Faculty
FTE	1.0 (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	August 1, 2008
Salary Range	\$37,003.20
Funding Source	Appropriated funds
New or Reallocation	Reactivation of PCN 0075
Area/Department of Assignment	College of Science/Physics
Duties	Responsible for instruction
Justification	Position was vacant for over 12 months due to failed searches

Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$65,000.00
Funding Source	Appropriated and Non-appropriated funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	College of Agricultural and Life Sciences/Agricultural and Extension Education
Duties	Responsible for research and instruction
Justification	Faculty needed to teach undergraduate and graduate courses in Agricultural and Extension Education

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
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Position Title	Assistant Professor
Type of Position	Faculty
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$60,008.00 – 65,000.00
Funding Source	Appropriated funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	College of Agricultural and Life Sciences/Plant, Soil and Entomological Sciences
Duties	Responsible for research and instruction
Justification	Faculty needed to develop research and extension programs on sustainable forage systems in Southern Idaho

Position Title	Associate Professor
Type of Position	Faculty
FTE	1.0 (1560 hours/year)
Term of Appointment	Academic Year
Effective Date	July 1, 2008
Salary Range	\$52,582.40
Funding Source	Non-appropriated funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	College of Natural Resources/Conservation Social Sciences
Duties	Responsible for research and instruction
Justification	Faculty needed for instruction and research

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
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Position Title	Annual Giving Program Coordinator
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$35,089.60
Funding Source	Non-appropriated funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Advancement Services/Annual Giving
Duties	Responsible for coordinating and implementing activities related to the Annual Giving Program's solicitations.
Justification	Transition from an outsourced program to in-house

Position Title	Technical Records Manager
Type of Position	Exempt
FTE	1.0 (2080 hours/year)
Term of Appointment	Fiscal Year
Effective Date	July 1, 2008
Salary Range	\$38,001.60
Funding Source	Non-appropriated funds
New or Reallocation	New PCN from reallocation of resources
Area/Department of Assignment	Advancement Services/Annual Giving
Duties	Responsible for data integrity and completeness of constituent data; maintain a meta-data documentation repository
Justification	To transition from an outsourced program to in-house

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
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LEWIS-CLARK STATE COLLEGE

SUBJECT

One (1) new position

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

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

DISCUSSION

Lewis-Clark State College is requesting approval to:

- create one (1) new position (1.0 FTE) supported by grant funds

IMPACT

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

STAFF COMMENTS AND RECOMMENDATIONS

The new position is funded by grant funds.

Staff recommends approval.

BOARD ACTION (if necessary)

A motion to approve the request by Lewis-Clark State College for one (1) new position (1.0 FTE) supported by grant funds.

Moved _____ Seconded _____ Carried Yes ____ No ____

CONSENT AGENDA - BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

NEW POSITIONS

Position Title	Instructor/Assistant Professor
Type of Position	Faculty
FTE	1.0
Term of Appointment	10 months
Effective Date	7/1/2008
Salary Range	\$37,500-50,000
Funding Source	Grant Funds
Area/Department of Assignment	Business Technology and Service
Duties and Responsibilities	Lead instructor for development of distance learning education site for the Dental Hygiene degree program which belongs to Lane Community College.
Justification of Position	Position needed to instruct the clinical portion of the Lane Community College Dental Hygiene AAS degree that will be hosted at LCSC.

CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

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 February 2008 Board meeting. Since that meeting, Board staff has received 14 permits from Boise State University, 5 permits from Idaho State University, and 3 permits from the University of Idaho.

Board staff has prepared a brief listing of the permits issued for use from March 2008 through May 2008. The list is attached for the Board's review.

ATTACHMENTS

BSU permits	page 3
ISU permits	page 5
UI permits	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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**CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008**

**APPROVED ALCOHOL SERVICE AT
BOISE STATE UNIVERSITY**

March – May 2008

EVENT	LOCATION	DATE (S)
Red Pony	Morrison Center Main Hall	3/01/2008
Elixir of Love	Morrison Center Main Hall	3/08/2008
Boise Code Camp	Allen Noble Hall of Fame	3/08/2008
Young President's Organization	Caven-Williams	3/14/2008
Woman's Golf Clinic	Caven-Williams Indoor Sports Complex	3/15/2008
2008 Bronco Women's Football Clinic	Caven-Williams Sports Complex	4/02/2008
Northwest Academic Forum Reception	Allen Noble Hall of Fame	4/4/2008
Leroy Bell	Morrison Center Main Hall	4/05/2008
Musical Pictures	Morrison Center Main Hall	4/12/2008
Distinguished Lecture Series Private Reception	Capitol Village	4/17/2008
Celtic Woman	Taco Bell Arena	4/22/2008
Balanchine	Morrison Center Main Hall	4/26/2008
University Advancement Reception	University Advancement Conference Room	4/29/2008
Magical Moments	Caven-Williams	5/10/2008

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CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
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**APPROVED ALCOHOL SERVICE AT
IDAHO STATE UNIVERSITY**

March – April 2008

EVENT	LOCATION	DATE (S)
Anniversary Celebration	Bennion Student Union	3/6/2008
Statesman of the Year Dinner	Performing Arts Center Rotunda	4/05/2008
Distinguished Faculty Awards	Rotunda in the PAC	4/09/2008
A Toast to Our Authors	SUB Wood River Room	4/17/2008
ADHA President visit and Continuing Education	Barbara J Marshall Rotunda	4/18/2008

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**CONSENT AGENDA – PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008**

**APPROVED ALCOHOL SERVICE AT
University of Idaho**

April – May 2008

EVENT	LOCATION	DATE (S)
President's Silver & Gold Pregame Function	Kibbie North Concourse	4/18/2008
Latah County Booster's Golf Tournament	U of I Golf Course	4/19/2008
After Hours Employee Social	SUB Silver/Gold	5/05/2008

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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

J. Use of Institutional Facilities and Services

June 2004

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

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

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008**

TAB	DESCRIPTION	ACTION
1	STRATEGIC PLANNING OF THE UNIVERSITY OF IDAHO'S LAW SCHOOL	Motion to Approve
2	NEW DOCTORATE PROGRAM – FULL PROPOSAL – PH.D IN PUBLIC POLICY AND ADMINISTRATION – BOISE STATE UNIVERSITY	Motion to Approve
3	NEW GRADUATE PROGRAM – FULL PROPOSAL – MASTER IN COMMUNITY AND REGIONAL PLANNING – BOISE STATE UNIVERSITY	Motion to Approve
4	NEW GRADUATE PROGRAM – FULL PROPOSAL – MASTER OF SCIENCE IN BIREGIONAL PLANNING AND COMMUNITY DESIGN – UNIVERSITY OF IDAHO	Motion to Approve
5	APPROVAL OF HIGHER EDUCATION RESEARCH COUNCIL FY 2009 BUDGET	Motion to Approve
6	IDAHO TECHNOLOGY INCENTIVE GRANT PROGRAM FY 2009 AWARD	Motion to Approve
7	IDAHO FALLS LOCAL OPERATIONS COMMITTEE-SUMMARY REPORT	Information Item
8	APPROVAL OF TEMPORARY AND PROPOSED RULES GOVERNING REGISTRATION OF POSTSECONDARY EDUCATIONAL INSTITUTIONS AND PROPRIETARY SCHOOLS, IDAPA 08.01.11	Motion to Approve

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

9	WICHE RELEASE OF “KNOCKING ON THE COLLEGE DOOR: PROJECTIONS OF HIGH SCHOOL GRADUATES BY STATE AND RACE/ETHNICITY”	Information Item
<hr/>		
10	TITILE II, PART A, SUBPART 1 GRANTS TO STATES, STATE ACTIVITIES FUNDS	Motion to Approve

UNIVERSITY OF IDAHO – COLLEGE OF LAW

SUBJECT

Strategic planning process on how best to fulfill the University of Idaho's statewide mission in legal education during the "second century" of the College of Law

REFERENCE

October 11, 2007 Information item presented to Regents – update on status of strategic planning process.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.Z
Idaho State Board of Education Governing Policies & Procedures, Section V.K.

BACKGROUND

The University of Idaho is charged with the statewide mission for legal education. The University fulfills that mission through the College of Law, which will mark its centennial in 2009. Throughout 2007, the College has been engaged in a strategic planning process to determine how best to fulfill this statewide mission in the College's "second century." The College reported on its progress at the October 2007 meeting in Lewiston. The College returns to the Regents with the results of the strategic planning to date and a request for approval of a direction forward.

DISCUSSION

The College of Law's strategic planning process to date has included significant effort engaging statewide stakeholders and professionals. The College has:

- Conducted, in conjunction with the Idaho State Bar, a conclave of leading practitioners and judges throughout the state,
- Obtained and considered marketing surveys from existing practitioners, current students (both those attending at Moscow as well as those attending other law schools) and would-be students,
- Obtained and considered the analysis of an outside Strategic Planning Academic Consultant,
- Engaged a dedicated team of College faculty to study the examined "supply side" issues of cost, revenue, and academic quality in delivering legal education.
- Engaged the College of Law Advisory Board in its individual consideration of the issues as well as consideration of the conclave, the marketing surveys and the consultant analysis, and
- Worked in consultation and cooperation with the state's judiciary.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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The result of this process is the determination by the College of Law that the concept of a statewide public law school providing opportunities at two locations, Moscow and Boise, with cost-effective unified administration and a curricular design that emphasizes ethics and professionalism while responding to needs and opportunities at each location is the optimum approach for the College to fulfill the University's statewide mission for legal education.

The College of Law Advisory Board and the Strategic Planning Academic Consultant concur with this determination. It is supported by former and current Chief Justices of the Idaho Supreme Court and by the University of Idaho Administration.

At this point, the University is asking for approval of this concept and authority to proceed ahead, focused on the two location approach, to conduct the initial planning for operations in the two locations, including operating budget, capital budget, facility needs analysis, curriculum and implementation timeline. The University recognizes that much work remains to be done to make the concept a reality. Information on progress will be brought routinely to the Regents attention, and any approvals required regarding curriculum and facility issues will be brought to the Regents for approval as required by Board Policy.

IMPACT

There is no fiscal impact beyond the relatively modest funds to be expended in developing the initial planning. This will be internally funded at the University and will be presented to the Regents prior to seeking authority for formal facility planning expenditures, construction of any facilities and commencement of any new academic programs, all as required by existing policy.

ATTACHMENTS

Attachment 1 – Strategic Planning Proposal

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The expansion of the Law School into the Treasure Valley has the support of the College of Law Advisory Council. It also appears to be supported by the Idaho State Bar. There is no question that the Treasure Valley offers unique advantages for locating a legal education including a number of law firms, concentration of governmental entities and proximity to large corporate businesses with significant legal infrastructure. Proximity to the Idaho Supreme Court and the possibility of sharing a new law library also strengthens the case for a Treasure Valley location. These factors support the development of a plan for consideration by the Board. Staff recommends approval.

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BOARD ACTION

A motion to approve the request by the University of Idaho for 1) approval of the concept of a two location approach for the University of Idaho College of Law to strengthen statewide delivery of public legal education in Idaho, as described in the material presented to the Regents, and 2) authority to proceed with implementation planning for two locations, including operating budget, capital budget, facility needs analysis, curriculum and an implementation timeline. Information on progress will be brought routinely to the Regents attention, and any approvals required regarding curriculum and facility issues shall be brought to the Regents for approval as required by Board Policy.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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"LET OUR MINDS BE BOLD"

**FULFILLING A STATEWIDE MISSION
IN THE UNIVERSITY OF IDAHO'S
SECOND CENTURY OF LEGAL EDUCATION**



PREPARED FOR THE BOARD OF REGENTS
March 19, 2008

University of Idaho
College of Law

"LET OUR MINDS BE BOLD"

**FULFILLING A STATEWIDE MISSION
IN THE UNIVERSITY OF IDAHO'S
SECOND CENTURY OF LEGAL EDUCATION**

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APPENDICES

1. Conclave on Idaho Legal Education in the 21 st Century – July 16, 2007 --177 pages, available in hard copy on request, or accessible on-line at: http://www.law.uidaho.edu/documents/Conclave%20Document.pdf&pid=101948&doc=1	
2. Moore Information, Inc. – Summary of College of Law Market Survey Study – October 15, 2007, and Summary of Internal College of Law Survey	[41, 49]
3. Recommendation by the Academic Consultant – October 27, 2007	[56]
4. Recommendation by the College of Law Advisory Council – October 29, 2007	[67]
5. Letter from the State Bar/Foundation Visiting Committee – December 18, 2007	[70]
6. Review of Concept Statement by the Academic Consultant – March 19, 2008	[72]

EXECUTIVE SUMMARY

This document provides to the University of Idaho Board of Regents (State Board of Education) --

- An update on the strategic planning process, together with an analysis of the data gathered and alternatives considered, in developing a proposal to meet the state's future needs by fulfilling the University's statewide mission in legal education.
- An explanation of the concept of a statewide public law school providing opportunities at two locations, Moscow and Boise, with cost-effective unified administration and a curricular design that emphasizes ethics and professionalism while responding to needs and opportunities at each location.

Idaho's population has doubled, and its need for legal expertise has grown dramatically, in the 35 years since the Menard Law Building -- home of the University of Idaho College of Law -- was designed and built. Needs for legal services have risen in response to an increasingly urbanized population, a rapidly expanding economy, and an expanding regulatory role of government. Moreover, the demand for legal education has been spurred by the diversity of career paths made available by the Juris Doctor degree.

Legal expertise is essential to a democratic society's mechanisms for civil dispute resolution, administration of criminal justice, protection of individual liberty, and promotion of economic development through ordered markets. Idaho's legal profession, which has a smaller per capita presence than the profession in adjacent states, is destined to grow. Idaho's legal education opportunities, as reflected in the ratio of law school seats to population, are similarly small in comparison to those provided in other states. The demand for legal education is especially acute in the Treasure Valley, one of the most underserved urban areas in the United States.

The response to this demand should come from public legal education. It is the state law school that keeps legal education affordable, thereby helping to assure that legal services are available, and justice is accessible, to Idahoans of ordinary means. It is the state law school, moreover, that has a special duty and ability to advance values now receiving a resurgence of interest in legal education circles -- such as client-centered practice, professionalism, unselfish commitment to the public trust, and development of moral judgment. Idaho can become nationally distinctive by

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emphasizing these values in the design of a public law school that transcends geography in fulfilling a statewide mission.

As reported to the State Board last fall in Lewiston, the University has examined its statewide mission through an open process that occasionally generated controversy but assured that all perspectives would be heard and considered. In light of significant changes in the state and the legal profession, the College analyzed and rejected the “business as usual” option, finding that it would be injurious to the College and University, and would leave the statewide mission unfulfilled. The College also reviewed three broad approaches for the future: (a) focusing on Moscow with relatively little expansion in Boise; (b) relocating the J.D. instructional program from Moscow to Boise, while retaining an interdisciplinary research and outreach function in Moscow; and (c) preserving the Moscow program while expanding the College’s presence in Boise through the phased development of a two-location model of legal education.

The College examined these alternatives in depth during a three-day Conclave on Legal Education conducted in cooperation with the Idaho State Bar, in July, 2007. The College also gathered data from marketing surveys, which showed that the College enjoys a strong academic reputation but also showed that a single-location law school in Moscow is unattractive to many would-be students and is not even preferred by most students enrolled at Moscow. After reviewing Idaho’s needs in relation to the strengths and weaknesses of all three major approaches (including possible constitutional problems with the relocation approach), the College’s academic consultant, the College’s Law Advisory Council, and the University’s administration all have agreed that a two-location model, with adequate resources, will be the best approach for Idaho. The Idaho State Bar has expressed its full support of the process leading to this conclusion. The College faculty has adopted the model in concept and has moved forward with developing a design to implement this concept.

Under the two-location model, the University of Idaho’s statewide law school would deliver an integrated curriculum featuring basic offerings in Moscow and Boise, plus an array of differentiated and complementary emphases based on each location’s needs and opportunities. Thus, Moscow would emphasize land grant-related interdisciplinary research in law and science, and would develop strength in natural resources and environmental law, American Indian law, and public lands. Boise would take advantage of its location at a center of commerce and government to develop business law and entrepreneurship, intellectual property, and international business transactions and trade. Both locations would feature small-scale teaching and learning environments with strong emphasis upon professional skills and values.

The two-location model would be developed in phases correlated with the availability of resources, the depth and quality of the student applicant pool, and the requirements of continuing accreditation. The phasing sequence, to be determined soon after the two-

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location concept has been approved, could begin either with a modestly sized first-year class followed by second and third years, or with a full third-year program that would be complemented thereafter by first- and second-year classes. In either event, the University would move forward with the first phase as expeditiously as possible -- perhaps as early as the fall of 2009.

The University's statewide legal education initiative provides a once-in-a-generation opportunity to collaborate with the Idaho Supreme Court in the development of an "Idaho Law Learning Center" in Boise. The Center could be scaled to the needs of the legal education program while also serving other public purposes -- including shared use and improvement of the State Law Library, and cooperation with the judiciary and other branches of government in providing civic outreach on the rule of law in a democratic society. The Center would be unique and distinctive in national legal education. The Menard Law Building in Moscow also would be modernized at a cost that would be less than moving that portion of the law school to Boise.

This document is a concept statement, so it does not set forth detailed cost and revenue figures. Those will be contained in a Business Plan to be crafted upon approval of the two-location concept. Nonetheless, for the purpose of illustrating the scope of the concept, it can be estimated that the *eventual* operating cost of the fully developed two-location expansion would be roughly \$5-6 million over the current budget of approximately \$8 million. That amount could be covered by a proportionate increase in state funding, coupled with an increase in law student fees. By way of illustration, if the proportionately increased state investment were \$3.5 million per year, the student fee increase could be an average of \$4,000 per year per student -- over and above other planned fee increases -- thereby generating an additional \$2 million with 500 students. (Idaho residents currently pay approximately \$10,200 per year.) Private giving would provide a margin of academic excellence as well as a source of increased student financial aid. Grants and contracts also would contribute toward meeting the law school's operating expenses.

This is a turning point in the history of the College of Law and of the University. The state's needs are manifest, and the statewide mission in legal education must be fulfilled. Idaho needs a renewed investment in legal education. It is a time for bold minds and bold actions.

**PART ONE: MEETING IDAHO'S NEEDS AND
FULFILLING A STATEWIDE MISSION**

*"If we would guide by the light of reason, we must let our minds be bold."*¹

The State Board has assigned to the University of Idaho the statewide mission for delivery of legal education.² A statewide mission "denotes that the institution is assigned by the Board to offer and deliver a program in order to meet a particular educational and workforce need in all regions of the state."³ As explained below, Idaho's law-related educational and workforce needs are growing and changing rapidly. The University has a special calling to address these needs and changes because high-quality public legal education serves the state and its people, promotes economic development and civic professionalism, and provides affordable entry into the legal profession -- thereby keeping legal services and access to justice within reach for Idahoans of ordinary economic means. The University's special high calling must be answered with bold action.

Idaho's Need for Legal Expertise Is Growing

The University's responsibility for legal education began in 1909, when the Legislature approved the Board of Regents' proposal to establish a public law school that would provide legally trained individuals to develop the rapidly forming legal fabric of a young state. The University of Idaho College of Law initially occupied space in the University's Administration Building, remaining there until the present Menard Law Building, designed for approximately 250 students, was constructed in 1972-73. At that time, the population of the state stood at approximately 750,000.

Today, as the College of Law approaches its second century in 2009, the population of Idaho has doubled to approximately 1.5 million. The state is one of the fastest growing

¹ Justice Louis D. Brandeis, *New State Ice Co. v. Liebmann*, 285 U.S. 262, 311 (1932) (dissenting opinion).

² Idaho State Board of Education Policies and Procedures, Section III (Post Secondary Affairs), Part I (Roles and Missions), Institutional Role and Missions – University of Idaho. The assignment of law to the University of Idaho is also reflected in the State Board publication "2008 Higher Education in Idaho", at page 35.

³ State Board Policies and Procedures, Section III, Part Z.

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in the nation – indeed, the fourth fastest in recent years.⁴ Yet opportunities in Idaho legal education have remained nearly static. The current number of Idaho law students -- 296 in the spring of 2008 -- represents little change from the level contemplated for the Menard Law Building in the 1970s. (Even with this modest increase, however, the building is being stretched beyond its intended capacity.) The growth of demand for legal education is reflected in the fact that the College has received an average of 813 applications in the past five admissions cycles, for entering classes that averaged 105 students.

The doubling of Idaho's population is not the only force driving an increased demand for legal education. Additional pressure on the current legal education system arises from changes in the sources of demand for legal expertise:

- Idaho's population has become more urbanized, producing higher caseloads in the state and federal criminal justice systems and increasing the demand for prosecutors, defenders, and judges. (In Idaho state district courts, for example, criminal cases nearly quadrupled from 1982 to 2006.⁵) The judiciary has a special connection with the University of Idaho; more than half of the Supreme Court Justices, and more than half of Idaho's trial judges, are alumni of the University.
- Idaho's economy has expanded rapidly, with Idaho's gross domestic product increasing at an annual rate of 7.4 % (the fastest growth rate in the nation) between 2003 and 2006.⁶ Manufacturing has recently become the largest sector of the state's economy, and the most important manufacturing sector is science and technology. Indeed, Idaho recently ranked seventh nationally in the concentration of high-tech workers.⁷ This economic growth generates a demand for – and is dependent upon – a supply of lawyers and law-trained businesspersons with expertise in negotiations, civil litigation, mediation, arbitration, business formation and organization, commercial transactions, consumer protection, construction, real estate finance, business and estate planning, employment law, international business transactions, and other law-based private sector services contributing to economic development. For example, University of Idaho law graduates who have held state and national

⁴ "State of Idaho News," Governor's Website, March 3, 2008.

⁵ Annual Reports of the Idaho Courts, 1982-2006.

⁶ "Idaho has been tops among states in economic growth since 2003. It has ranked high nearly every year since 1987, a run of good times unmatched by any other state. Even the recessions of 1991 and 2001 didn't stop growth.... Idaho's economy has clicked in every sector: farming, technology, tourism, construction, service industries. Big business has thrived, and small entrepreneurs have, too. The state has a 2.4% jobless rate, the lowest in the nation, and has added jobs every year since 1987." *USA Today*, Sep 26, 2007.

⁷ Idaho Department of Commerce website, March 16, 2008.

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leadership positions in the business community include Dennis Johnson, president and chief executive officer of the United Heritage Financial Group; Steve Hanks, past president and chief executive officer of Washington Group International; Frank Shrontz, past chief executive officer of the Boeing Company; Lucinda Weiss, past associate general counsel of the Goodyear Tire & Rubber Company; and Dennis Wheeler, president and chief executive officer of Coeur, The Precious Metals Company.

- Idaho governmental regulation and public sector services also are burgeoning, as evidenced by a nearly three-fold increase in the budget of Idaho's state government from 1992 to 2007.⁸ This growth, combined with growth in federal agencies as well as county and city governments, creates a growing demand for legal expertise in land use, natural resources law and environmental protection, energy, health and human services, child protection, immigration, workplace safety, public utilities, and general government administration. The University of Idaho has produced lawyers in public service such as Idaho Senate Majority Leader Bart Davis; former U.S. Senator Jim McClure; U.S. Securities and Exchange Commission Secretary Nancy Morris; and Idaho Lieutenant Governor (and past Governor) Jim Risch.
- Moreover, demand is growing for law-trained individuals, often holding joint degrees in law and other disciplines, in diverse additional occupations, ranging from science and teaching to higher education administration and human resource management, where the rigorous analytical tools developed in a legal education provide a professional advantage. For example, University of Idaho law graduates include Jon Oliver, executive associate director of the Department of Athletics at the University of Virginia; Sally Savage, general counsel of Washington State University; and Georgia Yuan, general counsel of Smith College and immediate past president of the National Association of College and University Attorneys.

A quality legal education leads to a wide variety of careers. As noted in the College of Law viewbook: "You may become a transactional lawyer, a litigator, a judge, an administrator, a business entrepreneur, a teacher, a writer - - the J.D. degree can take you almost anywhere. Your Idaho legal education will sustain you wherever you go." Placement data for the legal profession confirm these opportunities. While most law school graduates find employment as lawyers and judges, graduates are prepared for the many positions that value critical-thinking skills. A 1993 study conducted by the Law School Admission Council⁹ indicated that nearly 10% of law school graduates were

⁸ Idaho Legislative Services Office, *Idaho Fiscal Facts 2007*.

⁹ Joe G. Baker, *Employment Patterns of Law School Graduates* (RR-00-01), LSAC Research Report Series (2001).

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employed in business and industry as managers, executives and administrators, with others employed in sales and marketing, as college law teachers, and in science and health fields. Data compiled more recently by The National Association for Law Placement (NALP) showed similar employment patterns, with over 12% of 2006 graduates employed in business/industry, and a growing percentage in public interest professions.¹⁰ The growth of business and public interest law was evidenced nationally in the career choices of diverse categories of students:

National Data:
Initial Employer Types — Comparisons for the Classes of 1982, 1994, and 2006

	Minorities and Non-minorities					
	1982		1994		2006	
	Non-minorities	Minorities	Non-minorities	Minorities	Non-minorities	Minorities
Private Practice	59.4%	43.5%	57.5%	46.2%	57.6%	54.5%
By Size of Firm*						
Solo	7.2	6.5	5.2	4.7	2.5	2.4
2-10	38.4	35.5	37.4	27.5	33.0	25.7
11-25	14.3	11.1	12.1	8.9	10.6	7.5
26-50	10.7	8.1	7.5	5.6	7.1	5.1
51-100	10.1	10.0	7.6	9.3	6.0	4.8
101+	14.5	21.3	22.7	34.0	34.8	48.5
Business/Industry	10.5	11.4	11.7	11.4	12.7	14.2
Government	12.8	21.0	12.4	20.8	12.0	12.6
Judicial Clerkships	10.9	9.6	13.3	11.6	11.7	8.3
Public Interest	1.7	7.4	2.2	5.4	4.8	7.4
Academic	1.3	1.8	0.9	1.8	0.6	2.1
Total # of Jobs	21,495	1,339	19,622	3,298	24,445	6,257

With varied backgrounds, interests, and skills, lawyers provide much of the human infrastructure of public health and safety, through their work in regulatory law and in the criminal justice system; through their civic leadership, they energize community and nonprofit organizations; and through their civil practices and transactional work, they resolve conflicts and play a crucial role in the operation of a rules-based market system that has made the American economy the most powerful in the world.

Legal Expertise Is a Vital Component of Economic Development

Legal expertise is essential to a democratic society's mechanisms for civil dispute resolution, administration of criminal justice, protection of individual liberty, and promotion of economic development through ordered markets. The role of the legal

¹⁰ For further discussion and updates, see the National Association for Law Placement website: <http://www.nalp.org/content/index.php?pid=515>.

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profession in economic development, and its resultant influence on the demand for legal education, is not always fully appreciated.¹¹ Economic data compiled by the US

¹¹ During the 1980s hysteria regarding the supposed rise of "Japan, Inc.", various studies attempted to explain Japan's superior growth rates by pointing to the differing levels of lawyers in the respective countries, with more lawyers equating to lowered growth rates. The subsequent weaknesses in the Japanese economy revealed the simplicity of this analysis, and later studies questioned both the methodology and conclusions of these earlier studies. *See, e.g.,* Charles Silver and Frank B. Cross, *What's Not To Like About Being A Lawyer?* 109 Yale Law Journal 1443 (April 2000):

When it comes to debunking anti-lawyer myths, as good a place to start as any is the widely reported assertion that the United States has too many lawyers. An open-minded person with a modicum of respect for markets would presume against the accuracy of this claim. The legal sector is the fourth largest part of the service economy, with revenues in excess of \$140 billion. The most obvious explanation for its tremendous size is that clients want and are willing to pay for the services that lawyers provide. Moreover, the legal sector and America's economy have grown hand in hand. The correlation was especially clear in the 1990s when both the economy and the need for corporate legal services grew dramatically....

Michael Porter, the renowned professor at the Harvard Business School ... studied [in 1999] the per capita gross domestic product (GDP) in fifty-eight nations. Porter found a positive association between "adequacy of private sector legal recourse" and societal wealth. In size, the beneficial effect was comparable to those of infrastructure quality, public investment in research and development, quality of scientific research institutions, and financial market sophistication.

Moreover, the comparisons of numbers of lawyers in the United States to the numbers in Japan and elsewhere have long been recognized as flawed:

Japan may have more *law-trained persons* per capita than the United States. The trick is that the Japanese system defines the term "lawyer" far more narrowly than the American system does. Here are the facts behind the myth:

- In Japan, as in most countries, law is an *undergraduate* discipline. Only in the United States and Canada is law a graduate discipline requiring an undergraduate degree prior to enrollment in law school.
- In Japan, a great many undergraduates major in law. Graduates from these programs use their law training in a variety of ways. Only a few go on to be licensed to practice before the High Court of Japan. These few are the only ones who are officially called "lawyers." The vast majority of graduates who are law-trained are, in fact, involved in law-related employment and focus their careers on legal issues.... They are, for all purposes, lawyers.... Yet, in Japan, they are not called lawyers or counted in the lawyers census.

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Department of Commerce's Bureau of Economic Analysis (BEA) demonstrate the positive impact of the legal profession to the nation's Gross Domestic Product. Using BEA's estimates for 2005,¹² the legal services industry contributed \$180.9 billion in value to the Gross Domestic Product of the US. This is just behind the \$233 billion contributed by the mining industry and ahead of \$123 billion contributed by the "agriculture, forestry, fishing, and hunting" industry, the \$150 billion contributed by the publishing industry, and the \$175 billion contributed by the "food and beverage and tobacco products" industry.

A headline in a *New York Times* article from 2006 captures the role played by the legal profession in contributing to economic growth: "Step 1 in Starting a Small Business: Hire a Lawyer." The author concludes that "[d]espite the proliferation of both self-help books and Internet advice, when starting a business even the most sophisticated of business people find . . . that they need an individual lawyer to guide them through the most basic of decisions as well as the more complicated ones, like financing and property issues."¹³ The need for lawyers is especially acute as a result of the globalization of the U.S. economy. In a keynote address to the American Society of International Law in 2006, Brad Smith, the Senior Vice President and General Counsel for Microsoft concluded, "[T]he world does not have enough lawyers." The central point of Smith's keynote address was that international trade and development cannot thrive without the support of a vibrant legal profession and independent judiciary.¹⁴

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- Today, Japan is growing concerned about the quality of its legal training programs and is beginning to adopt the U.S. model of graduate legal education....

Rennard Strickland and Frank T. Read, *The Lawyer Myth: A Defense of the American Legal Profession* (Swallow Press/Ohio University Press 2008), at pages 25-26.

See also Ray August (known to many Idahoans during his lifetime as a revered teacher and business law professor in the College of Business at Washington State University), "The Mythical Kingdom of Lawyers," 78 American Bar Association Journal 14 (September, 1992) (explaining that if legal service providers were counted according to the legal education standards of their own countries, the United States would rank about 35th among the nations of the world in "lawyers" per capita).

¹² See, Thomas F. Howells III and Kevin B. Barefoot, Annual Industry Accounts: Advance Estimates for 2006 (May 2007), accessed at BEA website:

http://www.bea.gov/scb/pdf/2007/05%20May/0507_annual_industry_accounts.pdf.

¹³ Ellen Rosen, "Step 1 in Starting a New Business: Hire a Lawyer," *New York Times* (on-line), November 16, 2006.

¹⁴ Brad Smith, Address to American Society of International Law Second Century Dinner, November 3, 2006, accessed at <http://cc.msnsnscache.com/cache.aspx?q=72882347511503&mkt=en-US&lang=en-US&w=a8fcac97&FORM=CVRE4>.

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The contribution of legal expertise to economic development represents one of the reasons for the increased number of persons seeking and obtaining a legal education. The number of people graduating from law schools has grown steadily for the past 25 years from approximately 35,600 in 1980 to 43,883 in 2005. Even with this increased supply of law-trained professionals, the U.S. Department of Labor estimates that the next decade (through 2016) will see steady growth in jobs for lawyers. The DOL reports that

[e]mployment of lawyers is expected to grow 11 percent during the 2006-16 decade, about as fast as the average for all occupations. The growth in the population and in the level of business activity is expected to create more legal transactions, civil disputes, and criminal cases. Job growth among lawyers also will result from increasing demand for legal services in such areas as health care, intellectual property, venture capital, energy, elder law, antitrust, and environmental law. In addition, the wider availability and affordability of legal clinics should result in increased use of legal services by middle-income people.¹⁵

With its population growth and expanding economy, Idaho will provide opportunities for individuals with a legal education. Idaho currently ranks 47th nationally in the number of lawyers per capita. This means that there are relatively fewer lawyers in Idaho to draft wills, assist families with divorce or adoption, deal with real estate transactions, advise entrepreneurs regarding the start-up of new businesses, assist the state regulatory framework, advise businesses on regulatory matters, ensure the public safety by working in the criminal law sector, etc.

Idaho's legal profession will grow in response to all of these diverse sources of demand for legal expertise. Currently, there are approximately 6.1 lawyers – not all of whom are necessarily practicing – per 10,000 residents in Idaho. As the sources of demand for legal expertise continue to expand, this ratio is likely to rise toward the levels found in adjacent western states: Nevada (10.4), Utah (9.1), Washington (8.7), Montana (8.5), Wyoming (8.3), and Oregon (7.9).¹⁶ Idaho's legal profession, and the services it provides, will grow.

Legal Education Is Changing, Even as Demand for It Is Rising

¹⁵ U.S. Department of Labor, Bureau of Labor Statistics, *Occupational Outlook Handbook*, accessed at: <http://cc.msnsnscache.com/cache.aspx?q=72907993473644&mkt=en-US&lang=en-US&w=1defbe9a&FORM=CVRE> (last modified December 18, 2007). This projection is probably conservative because it does not include the uses of a legal education to pursue or enhance nontraditional careers outside the law and judiciary.

¹⁶ Avery Index website (www.averyindex.com/lawyers_per_capital.php), March 16, 2008.

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Population increases and the expansion and diversification of the economy have reshaped the practice of law and, therefore, are changing the content and methods of legal education. In Idaho, as elsewhere, legal practice has become increasingly specialized and increasingly international and transnational. At the same time, Idaho still needs small town, “Main Street” lawyers – i.e., lawyers who practice solo or in small firms in communities throughout our nation” and whose “work touches many people at some of the most significant points in their lives – buying a home, writing a will, [or] settling an estate.”¹⁷ This duality places elevated demands upon legal education. Moreover, legal employers increasingly demand law school graduates who are practice ready. Thus, some law students need to graduate prepared to enter a specialized, globalized practice while others must be ready for a small-town, main street practice.

As the state’s only law school, the University of Idaho College of Law must consider the diverse practice paths our graduates will take. Some paths, such as those leading to careers in natural resources and environmental law, may start at the intersection of law and science in a multidisciplinary program. Examples include the University of Idaho’s concurrent degrees (Juris Doctor and Master’s degrees in accounting or environmental science at the University of Idaho, or J.D./M.B.A. in cooperation with Washington State University), as well as the University of Idaho’s new joint degree (Juris Doctor and Master’s or Ph.D. degrees) program in water resources – the unique and acclaimed “Water of the West” program. Other paths, such as business law or regulatory practice, might get a good start at a metropolitan center of state government and commerce such as Boise.

The College has additional responsibilities as a nearly century-old state law school. It must preserve the University’s tradition of producing many of the state’s legislators, judges, civic leaders, and business leaders. And, beyond producing graduates to fill these roles, the College must continue to provide – and even expand – the help rendered to other disciplines within the academic community and the help provided to state government in analyzing existing law and contributing to improvements in the law. Law and policy issues facing Idaho have been, and must continue to be, an important focus of legal research and outreach at the University of Idaho – befitting its identity as Idaho’s statewide land grant institution.

Paying attention to Idaho’s needs is especially important at a time of rapidly rising demand for legal education. Nationwide, twenty new law schools have been started in the past 25 years.¹⁸ Continuing growth may be expected in the future. If legal

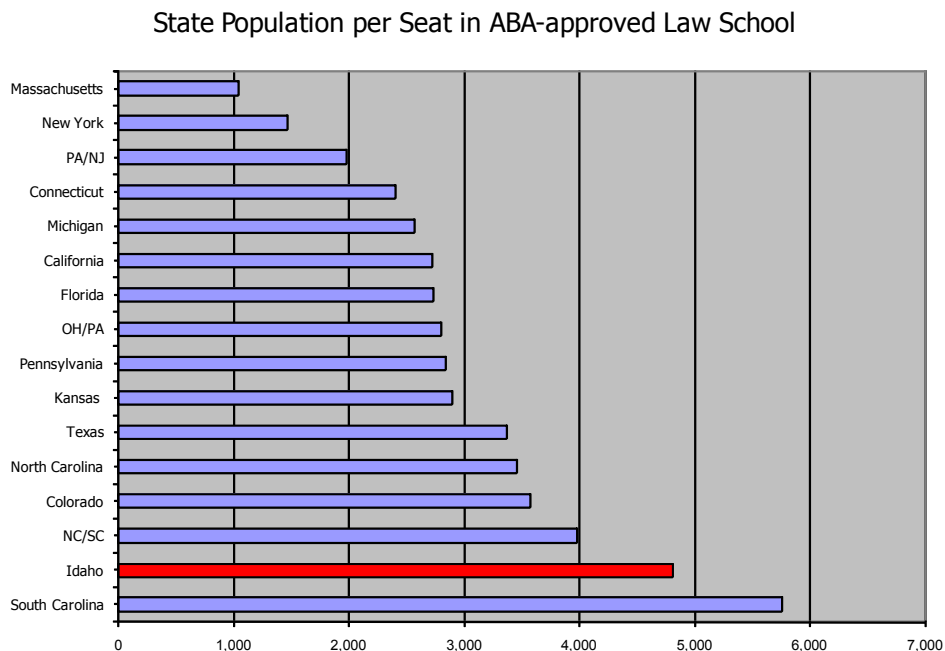
¹⁷ Michael S. Greco, American Bar Association President’s Message, “America’s Main Street Lawyers,” ABA website, March 16, 2008: http://72.14.253.104/search?q=cache:65-DYzh_0kkJ:www.abanet.org/media/releases/opedmainstreet.html+Greco+Main+Street+Lawyers&hl=en&ct=clnk&cd=1&gl=us.

¹⁸ American Bar Association Report, “Enrollment and Degrees Awarded 1963-2005 Academic Years (<http://www.abanet.org/legaled/statistics/charts/enrollmentdegreesawarded.pdf>).

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education opportunities in Idaho remain static at the level of the 1970s, Idaho will be at risk of trailing other economically vibrant states in terms of the number of in-state “seats” (in ABA-approved law schools) available to residents interested in pursuing a legal education. For example, California has 1 seat per 2,724 residents, and the high-growth states of Florida and North Carolina have 1 seat per 2,733 and 3,457 residents respectively, with new law schools planned in all 3 states. Idaho, meanwhile, currently has 1 seat per 4,812 residents, and this ratio is expected to erode to 1 seat per 6,000 residents over the next 20 years if no new opportunities are provided.

The table below compares the availability of law school seats in Idaho to the availability of seats in states that have metropolitan statistical areas the size of the Treasure Valley (or larger) that do not contain an ABA-approved law school. Only South Carolina has a worse ratio.



The importance of this ratio is underscored by the fact the number of graduates of the College of Law has remained essentially flat over the past 30 years (95 graduates in 1976, 89 in 2006, and 105 in 2007), while the state’s population – as noted earlier in this report -- has doubled.

This shortfall of opportunity will result in Idaho residents leaving the state to attend law school at higher cost. Many will not return to Idaho upon graduation or may return only to take jobs that pay more than Idaho’s public sector and small-town “Main Street” practice can provide. A related concern is that any failure of the University of Idaho College of Law to deliver a J.D. degree program in the Treasure Valley would greatly

impact the accessibility of public legal education in the state. For many Idahoans, especially those with jobs and families in southern Idaho, relocating to Moscow for three years raises the total cost of legal education far above the threshold level of student fees and on-site living expenses.

The demand for more – and more accessible -- legal education is readily apparent. Indeed, as detailed in the Conclave on Legal Education document accompanying this report,¹⁹ there are only four Metropolitan Statistical Areas (MSAs) in the United States that are at least the size of the Treasure Valley (more than 600,000 residents) and do not have an ABA-approved law school within 100 miles. (The other three are El Paso, Texas; Mission, Texas; and Wichita, Kansas.) Of these four MSAs, only the Treasure Valley contains a state capital. Further, the residents of Kansas and Texas both have greater access to in-state legal education, with Texas having one seat in an ABA-approved law school per 3,367 residents and Kansas have one seat per 2,895 residents – far below the Idaho level noted and depicted above. Idaho is under-investing in legal education opportunity.

Public Legal Education Brings Value (and Values) to Idaho

How should Idaho respond to this shortfall and the growing demand? Idaho has a stake in both the affordability and the excellence of public legal education. Legal education must be affordable in order for legal services and legal expertise to be accessible by all who need them. The affordability issue is underscored by the fact that legal education is increasingly financed by student debt; at private schools, the debt load approaches that of a home mortgage.²⁰ Student debt is a major factor determining whether students can afford to take public sector jobs or to work in private practice settings representing Idaho families and small businesses. Many law students with private school-level debts loads have difficulty taking jobs at Idaho salary levels.²¹ The state law school serves a vital role in making legal education more affordable than it typically is at private law schools, and a more affordable legal education enables law

¹⁹ The Conclave document also can be accessed on the College of Law website:

<http://www.law.uidaho.edu/documents/Conclave%20Document.pdf&pid=101948&doc=1>.

²⁰ Among law students graduating in 2006, the national average debt – just for legal education (excluding other educational or personal debt) – was \$54,509 for students who attended public law schools and \$83,181 for those who attended private law schools. The average for University of Idaho College of Law graduates in 2006 was \$51,582. (Source: American Bar Association.)

²¹ For the University of Idaho College of Law graduating class of 2005, the median starting salary at all jobs in the public and private sectors was \$40,000 with a 25th/75th percentile range of \$37,000 to \$48,000. The national median salary for all jobs that year was \$60,000. The national median salary for jobs at firms with 2-10 attorneys was \$50,000. The median salary for the Mountain Region (Arizona, Colorado, Idaho, Montana, New Mexico, Nevada, Utah, and Wyoming) was \$52,000. (Sources: National Association of Law Placement and UI College of Law Career Development Office.)

school graduates more easily to take jobs in the public sector and in law firms that serve people of ordinary means.

Affordability of legal education is a critical consideration for students. The general public sometimes assumes that lawyers are well-to-do, and that legal education can be financed with loans easily repaid with later earnings. That certainly is true for some members of the legal profession, but it is far from true for many. As noted in the foregoing paragraph and its accompanying footnote, there is an uneasy relationship between educational loan amounts and average entry-level salaries in the Mountain West, including Idaho. Moreover, in our state, many lawyers – especially those working the public sector or in small communities – never attain high personal incomes. In Idaho, a recent survey by the Idaho State Bar disclosed that 22% of all responding lawyers made less than \$50,000 per year, and another 26% made \$50,000 - \$75,000 per year. Only 9% made \$200,000 or more per year. The State Bar's survey is consistent with the State Board's own publication, *Higher Education in Idaho (2008)*, which does not list law among the "25 Highest Paying Jobs in Idaho."

For most Idaho attorneys, therefore, the law is a service profession, not a gateway to accumulation of great wealth. Nonetheless, the law remains attractive as a career – and demand for legal education is strong – because the Juris Doctor degree opens doors to professional opportunities that provide satisfactions and rewards other than pecuniary compensation. For these lawyers and lawyers-to-be, the quality of legal education is properly measured not only by its coverage of the substantive law but also by its development of professional skills and by its inculcation of career-sustaining professional values.

American law schools have long wrestled with their dual identity as graduate schools and professional schools. There is a growing recognition that law schools should devote more attention to the professional side by developing client-centered practice skills along with a greater sense of professional purpose and identity, civic responsibility, and moral judgment among future lawyers.²² Justice Louis Brandeis (whose call for bold minds appears elsewhere in this document), declared a century ago that "there is a call upon the legal profession to do a great work for this country."²³ This call still echoes in two major reports on legal education, issued just last year, by

²² See, e.g., Anthony T. Kronman, *The Lost Lawyer: Failing Ideals of the Legal Profession* (Harv. Univ. Press 1993); Jerome Shestack, *President's Message: Defining our Calling*, 83 A.B.A.J. 8 (1997). In a similar vein, the ABA Model Rules of Professional Conduct for Lawyers have been amended to emphasize the roles of lawyers as officers of the legal system and as public citizens with special responsibilities for the quality of justice, vis-à-vis their role as representatives of clients. See, e.g., Rules 1.6 (confidentiality and its exceptions) and 1.13 (duties of the lawyer for an organization). American Bar Association Center for Professional Responsibility, *Model Rules of Professional Conduct* (2004) (*hereinafter* the Model Rules).

²³ From the famous Brandeis address, "The Opportunity in the Law," delivered to the Harvard Ethical Society, May 4, 1905, *reported in* American Law Review (July-August 1905).

the Clinical Legal Education Association²⁴ and by the Carnegie Foundation for the Advancement of Teaching.²⁵ A full discussion of these reports is beyond the scope of this document, but both are clarion calls for heightened emphasis upon professionalism in legal education and for transformational, rather than incremental, changes in the standard law curriculum. In their articulation of professional values that should underlie legal education, the reports reaffirm the reasons why public legal education is so important. They call for education that not only provides a store of knowledge and analytical ability, but also develops client-oriented practice skills together with good character, anchored in a systematically inculcated sense of public trust and professional purpose.

Public (state-supported) law schools provide value to the public not only through their graduates but also through their research and outreach. A state law school attracts professors whose research often focuses on issues of particular importance to the state. This research is disseminated through contacts between the professors and the state bench and bar, as well as the state legislature and state institutions of higher learning. Although many private law schools likewise have state-law scholars, public law schools appropriately give particular prominence to serving state needs. This is emphatically true of the University of Idaho College of Law, whose faculty – consistently with the University’s status as a land grant institution – engage in significant research and outreach to state institutions on matters of state law and policy, as detailed in the Conclave document appended to this document. The College’s record of service also reflects the reality that universities themselves are sources of demand for legal expertise, because law school faculties enhance interdisciplinary research – as exemplified in the University of Idaho’s acclaimed “Water of the West” program, in which the College of Law provides a vital role.

The University of Idaho now has an opportunity to design a statewide, public legal education curriculum that responds to needs and opportunities at more than one geographical location, while also makes a unifying commitment to civic responsibility and an ethos of service. The College of Law can become distinctive in its second century, not only in the breadth of its mission, but also in its focus on preparing students to serve clients and the public unselfishly, to seek justice, and to safeguard the rule of law.²⁶ Although all worthy law schools address these needs to some extent, the

²⁴ Roy Stuckey, *et al.*, *Best Practices for Legal Education: A Vision and A Roadmap* (2007), available upon request by contacting the Clinical Legal Association at <http://cleaweb.org>.

²⁵ William Sullivan, *et al.*, *Educating Lawyers: Preparation for the Profession of Law* (John Wiley & Sons, 2007).

²⁶ The College already has a mandatory pro bono service program in which every student undertakes a law-related project to serve persons of modest means or to improve the administration of justice -- without any compensation or award of credit hours -- under the professional guidance of a lawyer or judge. The College also devotes each student’s first day of law school to professionalism, including small group dialogues with leaders of the Idaho bench and bar about the ethical and service expectations of the legal profession.

expectations for a state's public law school are especially (and appropriately) high. Fulfilling these expectations is one of the College's most valuable returns on the state's investment in legal education.

***The University Has Conducted a Thorough Strategic Planning Process
to Address Its Statewide Mission in Legal Education***

The Conclave booklet accompanying this document provides a history of the strategic planning process up to the year 2007. The origin of the process may be traced to the report of a special advisory panel (sometimes called the "blue ribbon committee") appointed in 1999. The panel's report, entitled "Strategic Directions in Legal Education for Idaho," completed in January, 2000, was published by the Idaho State Bar in the June, 2000, edition of *The Advocate*. The College then produced its "Report and Recommendations of the Faculty of the University of Idaho College of Law," completed in June, 2000, and published by the Idaho State Bar in August. The faculty report laid the foundation for establishing the College's Boise office, hiring a law instructor and director of external programs (Lee Dillion), and creating the current semester-in-practice program, which enables third-year law students to spend their final semester of law school working in legal practice settings (externships) located primarily in the Treasure Valley.

In the eight ensuing years, the College has engaged in continued planning in relation to new curricular directions and evolving accreditation standards. In 2003, the faculty adopted a "Statement of Strategic Direction". In 2005 the faculty revisited strategic issues as part of a periodic accreditation self-study. In 2006 and 2007, the College received "clean bills" on accreditation from the Association of American Law Schools and the American Bar Association, enabling the College to return its strategic focus to the geographical dimensions of programs necessary to meet Idaho's legal education needs. As discussed above, these needs include responding to a growing demand for J.D. degree education – a demand that comes not only from individuals seeking to enter the legal profession, but also from individuals for whom the J.D. degree is a marketable asset for ancillary careers such as in business, higher education, or public administration. Moreover, universities themselves are sources of demand for legal education, because law school faculties enhance interdisciplinary research and provide valuable service, both on-campus and in outreach activities.

In 2007 the planning process intensified. It included regular meetings of a faculty committee and of the full faculty, open discussions with staff and students, conferences with senior University leadership, consultations with members of the State Board, a public information session with the State Board in Lewiston, and the three-day "Conclave on Idaho Legal Education in the 21st Century" co-sponsored by the College of Law and Idaho State Bar. The Conclave brought leaders of the Idaho legal profession

and judiciary together with law faculty and University of Idaho President Tim White, to discuss in depth what approach to legal education would best serve the state and the University's students. Following the Conclave, the College examined "supply side" issues of cost, revenue, and academic quality in delivering legal education. In addition, the College engaged a market survey consultant to obtain "demand side" data on legal education needs in Idaho as well as a consultant to provide advice on academic and accreditation issues.

The College of Law considered three different expansion plans for the law school, not including the status quo (i.e., continuing to maintain the law school in Moscow with only a small presence, mainly internships and community relations activities, in Boise). The three broad alternatives were: (a) the "Moscow Plus" approach, in which the law school and its JD program in Moscow would be significantly enhanced through curricular revisions and implementation of inter-curricular programs and opportunities, while Boise-based activities would be limited to a third-year program and research or outreach centers; (b) the "Relocation" approach, in which the bulk of the law school – i.e., the J.D. instructional program -- would be moved from Moscow to Boise, while retaining only an interdisciplinary research and outreach function in Moscow; and (c) the "Phased, Dual Location" approach, in which, over time, the Moscow-based law school would develop a branch campus in Boise, so that the University of Idaho College of Law would be able to offer a statewide J.D. program at two locations, with an overall curriculum enhanced by specialties appropriate to each location.

The College conducted an open inquiry into the relative strengths and weaknesses of all of these approaches, and variations of them. This process occasionally generated controversy, but it assured that all perspectives were heard and considered. For reasons set forth at length in the Conclave document, there was a broad consensus that continuing to do "business as usual" would not be viable for the future, would represent a failure to fulfill the University's statewide mission, and therefore would be harmful to the University as well as to the College of Law.

***Market Surveys Have Confirmed the College's Strong Reputation
But Also Have Shown That a Single-Location Law School in Moscow Is
Unattractive to Many Prospective (and Even Current) Law Students***

A summary of the market surveys, conducted in the fall of 2007 by Moore Information, Inc., is appended to this document. The surveys confirmed the strategic value of

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expanding the College of Law to include J.D. programs in both Moscow and Boise.²⁷ The results of the surveys indicated that the College of Law maintains a strong reputation with the practicing bar, despite its relative geographic isolation from the legal, financial and population areas of Idaho. “(M)ore than seven-in-ten lawyers (71%) rate the College of Law excellent or good and almost nine-in-ten (88%) would recommend applying to the University of Idaho College of Law.”

The College’s positive reputation notwithstanding, location is a very important factor when students choose a law school. The College’s single location in Moscow presents a challenge to enrolling the best students in the region.²⁸ A large portion of non-enrollees (persons admitted but who chose to not enroll at Idaho) surveyed said the Moscow location was a negative factor in their consideration of the College of Law.²⁹ An even larger portion of potential applicants surveyed listed the Moscow location as as a negative factor.³⁰

Both groups (non-enrollees and potential applicants) indicated enthusiasm for a University of Idaho College of Law presence in Boise. Almost two-thirds of non-enrollees (individuals who had been offered admission to the College but had chosen to go elsewhere) said they would have been more likely to attend the College of Law if they had the option to attend in either Moscow or Boise.³¹ Future law applicants were

²⁷ Surveys were administered to three groups: (1) prospective law school applicants from Idaho, Utah, and Washington; (2) students admitted to the College of Law, but who did not enroll (“non-enrollees”); and (3) practicing attorneys in Idaho.

²⁸ According to the 2005 Law School Applicant Study conducted by LSAC, 72% of applicants listed Location as Important/Extremely Important. 57% gave the same answer for “Surroundings.” Only Job Success (84%), Reputation (77%), and Bar Success (73%) were rated as Important/Extremely important by more students.

²⁹ 43% of non-enrollees surveyed viewed the College of Law’s location in Moscow as a “Negative” factor. 34% viewed it as positive, and 23% said it was “no factor” in their consideration of the College of Law. Among Idaho residents who did not enroll, 59% viewed the College’s location in Moscow negatively, while only 17% viewed it positively and 24% as not a factor. Interestingly, virtually all Washington residents cited location as a factor, 56% seeing the sole location in Moscow as negative and 39% as a positive.

³⁰ 48% of potential applicants surveyed viewed the College of Law’s location in Moscow as a negative factor. 21% viewed it as a positive factor, and 31% said it was not a factor at all or did not know whether it was a factor. The percentage of potential applicants who viewed the Moscow location as a negative factor was consistent among all potential applicants surveyed – whether they resided in Idaho, Utah, or Washington -- although many more Idaho potential applicants viewed Moscow as a positive factor (31%) than did potential applicants from Utah (11%) or Washington (17%)

³¹ 17% of non-enrollees said they would have been “much” more likely to attend the UI College of Law if they had a choice of locations in Moscow and Boise, and another 47% said they would have been “somewhat” more likely to attend, given a choice of Moscow or Boise. 10% of non-enrollees said they would have been less likely to choose the U of I if they had a choice of a Moscow or Boise location, and 27% said it would not have made any difference. Going forward, the data indicate the existence of a pool of applicants we can tap in order to increase overall enrollment, provided we can increase our applicant pool accordingly.

slightly more cautious than non-enrollees, with 47% of potential applicants indicating a two-location College of Law as more attractive than the current Moscow-located College of Law.³²

This preference, expressed by recent and soon-to-be law school applicants, to attend law school in a more urban environment was also found in current students, and from Idaho residents and non-residents alike. Of non-enrollees residing in Idaho, 79% indicated that they would have been more likely to stay in Idaho for their legal education had they been given an opportunity to enroll at a University of Idaho J.D. program in Boise, with 31% being “much more likely” to do so. In a survey of current College of Law students studying in Moscow, 57% indicated that they would prefer to attend a University of Idaho College of Law program in Boise over the existing one in Moscow.³³

The survey also indicated that the legal community would also welcome an expanded presence of the College of Law in Boise. According to the survey of Idaho lawyers, 53% of practitioners in the Treasure Valley felt they would directly benefit professionally from a College of Law programmatic presence in Boise.

***The Strengths and Weaknesses of Each Strategic Approach Have Been
Examined from Academic, Legal, and Public Policy Perspectives***

The imperatives of excellence and affordability in public legal education are combined in Idaho with the need to serve a vast and diverse state. The growth of demand for legal expertise has occurred throughout Idaho, but the greatest concentration is in the Treasure Valley. More than 600,000 persons reside within the Boise metropolitan area. More than half of the state’s gross domestic product is generated in the Treasure Valley. Boise is the center of state government, the principal location of the federal courts, and the site of approximately half of all of Idaho’s legal practitioners. As noted earlier, Boise is the only city of its size in the United States that contains a state capital yet lacks a legal education program, either within its boundaries or in the vicinity.

Further, the purposes and pedagogies of legal education are changing. As explained in the Conclave document, small residential law schools like the University of Idaho College of Law in Moscow have their distinct advantages, but so do metropolitan schools. A metropolitan location provides students close contact with the legal

³² 40% of potential applicants either did not know whether a choice of location would have had an impact on their decision to attend the U of I or felt it would have no impact. This high percentage of “neutral” feelings may reflect potential applicants’ lower level of knowledge about law school relative to non-enrollees who had completed the admissions process.

³³ This is by no means an indication that students are unhappy with the current College of Law operation in Moscow. 43% of students would choose Moscow over Boise, which is a significant proportion.

profession. It also affords faculty an opportunity to conduct scholarship and outreach on matters of law and policy directly relevant to the business community, to the state legislature and the courts, and to a wide array of state and federal agencies.

These points, and others, have informed the evaluation of strengths and weaknesses of the three broad approaches. The strengths and weaknesses are summarized in the Conclave document, and the Conclave discussion largely reinforced these points of evaluation. Although the Conclave did not vote on any one approach, a concluding session – with reports from discussion roundtables – revealed some support for relocating the law school to Boise but a clear majority of tables favoring an expansion in Boise while retaining the Moscow program.

The Conclave participants were aware of an informal opinion of the Idaho Attorney General, requested by Senate Majority Leader Bart Davis and shared with the Conclave, expressing the view that Article IX, Section 10, of the Idaho Constitution would preclude relocating the law school to Boise. This opinion, appended to the Conclave document, stated the Constitutional provision “does not prohibit the establishment of branches of the University of Idaho outside Moscow; but it would prohibit closure of a college or department at the University of Idaho in Moscow and its relocation in whole to a branch of the University in another city.” The opinion also observed that the University could not “offer so much of the College of Law’s program in Moscow in another city so as to effect a de facto ‘removal’ of the College of Law from Moscow.” In contrast, establishing a second J.D. location in Boise, while maintaining the J.D. program in Moscow, apparently would not contravene the Attorney General’s opinion.

The College of Law Advisory Council, a group of leading lawyers and judges, met in the spring and fall of 2007 to consider the alternative approaches. The Council was chaired in the spring by Idaho Falls attorney Tim Hopkins (a non-alumnus). When the fall meeting occurred, the chair’s responsibility had moved to the Hon. Linda Copple Trout (an alumna), former Justice and Chief Justice of the Idaho Supreme Court. At the fall meeting, which took place after the Conclave (in which many members of the Council also participated), the Council received the views of College’s strategic planning academic consultant and of the University leadership including President White.

***The Two-Location Concept Has Been Recommended by the Academic
Consultant and the College of Law Advisory Council,
and Endorsed by the University***

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The academic consultant, three-time law dean Richard J. Morgan,³⁴ recommended the “Phased, Dual Location” approach, stating as follows:

In my view, the law school should aspire, over the long-term, to operate one law school from two key locations in the state--Moscow and Boise. Moscow is key because it is the main campus of the University of Idaho, because it is an appropriate venue for service to northern Idaho, and because the history and traditions associated the Moscow campus are an important part of the law school's strength. Boise is key because of its large population and need for services, because it is the seat of Idaho government, and because it is an appropriate venue for serving southern Idaho.

Operating a state-wide law school from two separate campuses is a novel concept and an excellent opportunity. There are only a few law schools that have embarked on multi-campus programs, only one of which--Penn State--is a public law school and none of which has, as you do, the statewide franchise on public legal education. This novelty is both a challenge and opportunity. While the law school has the opportunity to be a pioneer in establishing a model for statewide education and services, it will be challenged by the lack of precedents and models to draw on.

To establish a single law school at dual locations will require a long-term plan, the implementation of which will depend on procurement of substantial new resources. Such a plan should proceed when and to the extent that sufficient resources are available.

Dean Morgan found the dual location approach to be superior to the other alternatives. He noted that the “Moscow Plus” option would have attractive features as part of a larger plan to meeting the state’s needs, but that it would not suffice as a stand-alone approach to fulfilling the University’s statewide mission. He also rejected the “relocation” approach, giving the following reasons:

First, a single location in Boise does not expand the law school’s statewide presence; a single location--in Moscow or Boise--is still a single location. In fact, relocating the entire operation to Boise lessens the law school’s statewide presence, since the relocated law school would then operate out of one location

³⁴ Dean Emeritus, William S. Boyd School of Law, University of Nevada/Las Vegas. Dean Morgan is an experienced legal educator, having served as dean at the Arizona State University College of Law, the University of Wyoming College of Law, and William S. Boyd School of Law. He has chaired, and continues to chair, the American Bar Association committee to review standards for approval (accreditation) of law schools.

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(Boise) rather than the current two (Moscow and Boise). While the relocated law school would be in the state [capital] and population center, the law school's statewide service mission would not be enhanced by such a move.

Second, the law school is an integral part of the University of Idaho, which is located in Moscow. For the law school to leave the campus in Moscow for a remote location could do great harm to the university, since the law school is an important part of the teaching, scholarly, governance and service fabric of that university. For that reason, I am not surprised that your president and provost strenuously object to the relocation option. Indeed, as I stated at the Law Advisory Council meeting, if the law school were relocated to Boise, I can imagine a move a few years down the road to open another law school on the Moscow campus to fill the intellectual and disciplinary void created by the relocation of the current law school.

Third, for this planning process to succeed in substantially improving the law school for the 21st century, it must have the full support of key constituents in Idaho. Among those—indeed, at the top of the list—are your president and provost. Since they object, for good reason, to the relocation approach, it ought not go forward.

Fourth, the removal of the law school from the Moscow campus will generate very hard feelings on the part of some alums, legislators, other community leaders and citizens. Even if their views are in the minority, the feelings will still be very hard and the divisions created will be very deep (and probably quite enduring). In such circumstances, the support for the relocated law school would likely be at least somewhat impaired, perhaps substantially so.

Fifth, there are significant legal issues that may be raised in connection with the relocation alternative. Whatever the ultimate outcome, the legal battles will likely delay the implementation of the plans for the law school's new, 21st century role. And, those battles will fuel a continuing controversy that will probably affect support for the law school.

The University of Idaho College of Law Advisory Council met in the spring and fall of 2007. After the fall meeting, the Council made the following findings and recommendations, essentially concurring with Dean Morgan's recommendation, and noting at the outset that the status quo for the College of Law was not an acceptable option for the future:

In order to continue fulfilling its statewide mission, the University must take account of rapid growth and changes in Idaho, as well as emerging trends in American legal education. The status quo will not be adequate in the "second century" of the College of Law, as it prepares its students

to provide guidance, advice and knowledge in an expanding global and highly complex environment. Students at the College of Law need and deserve an education which will provide a solid basis from which they can face a vast array of career and life challenges in Idaho as well as throughout the country.

The College of Law is a critical part of Idaho's land-grant university and of the university community in Moscow. The University of Idaho's exclusive statewide mission in legal education, as prescribed by the Board of Regents/State Board of Education, is fundamentally important to - and an institutional responsibility of - the University. We are also mindful that the College of Law must continue to be responsive to the needs of the Idaho Bench and Bar as key members of our constituency. In order to continue fulfilling its statewide mission, the University must take account of rapid growth and changes in Idaho, as well as emerging trends in American legal education. The status quo will not be adequate in the "second century" of the College of Law, as it prepares its students to provide guidance, advice and knowledge in an expanding global and highly complex environment. Students at the College of Law need and deserve an education which will provide a solid basis from which they can face a vast array of career and life challenges in Idaho as well as throughout the country.

With these considerations in mind, and after extensive thought and discussion, the Law Advisory Council recommends that the College of Law and the University of Idaho create, and take to the State Board, a proposal that expresses a bold vision of high-quality legal education in Idaho. This education should be delivered by the University of Idaho at Moscow and at Boise, with courses of study leading to the J.D. degree at both locations. The locations may offer different emphases within an overall curriculum shaped by a unified faculty in the College of Law, and administered as an integral part of the University of Idaho. Planning for the Boise location should include continued exploration of possible collaboration between the College and the Idaho Supreme Court in an "Idaho Law Learning Center."

In making this recommendation, the following conditions are critical to the Council's understanding and support:

- The University Administration has committed its best efforts to provide, and will vigorously support the College of Law in obtaining, the resources necessary to achieve high quality at both the Moscow and Boise locations.

- The College and the University will craft a business plan that addresses current and future needs of the College of Law at Moscow as well as needs at Boise.
- The Boise location will be developed as a satellite or branch in phases consistent with accreditation standards, the overall adequacy of resources, and the depth and quality of the student applicant pool.

The vote of Law Advisory Council members at the fall meeting was unanimous. The University leadership concurred with this recommendation, as did the Dean of the College. The law faculty voted to adopt the recommendation in principle, subject to the same conditions articulated by the Council. The Dean then appointed a "second century" committee to develop a vision of a statewide law school providing opportunities in two locations, subject to review by the State Board. The remainder of this document explains the two-location concept.

PART TWO:
ONE STATEWIDE LAW SCHOOL, TWO PLACES OF OPPORTUNITY

***A Statewide Law School with Two Locations Would Deliver
an Integrated Curriculum Featuring Basic Offerings at Each Site
Plus Differentiated and Complementary Emphases Reflecting
Location-Relevant Needs and Opportunities***

The two-location model would provide students an enhanced curriculum in substantive law and interdisciplinary perspectives. Moreover, the College would take a national leadership role – pursuant to the "Best Practices" and Carnegie reports -- by emphasizing at Moscow and Boise the development of practice skills and the values of civic professionalism, selfless purpose, and development of moral judgment.

Existing joint and concurrent degree programs would be strengthened on the Moscow campus, while new joint degree opportunities with Boise State University, Idaho State University, and other institutions in southern Idaho would be actively explored. Centers for business law and for state law, policy, and education would be developed at the Boise location, connecting faculty scholarship and outreach with needs and opportunities in the Treasure Valley.

Curriculum and Learning Environment. Both locations would be scaled to allow a personalized legal education in an collegial setting. The residential environment of the College in Moscow provides an educational atmosphere that is more inviting and collaborative, among both students and faculty, than at most other law schools. This

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allows us to instill a strong sense of civility and professionalism, as well as highlighting the public nature of the legal profession, in our students. As we create the complementary program in Boise, we would continue to emphasize these attributes as fully as possible in a metropolitan setting.

As noted previously in this document, the opportunity presented by the development of a complementary J.D. program in Boise comes at a propitious time. Law schools are being urged to place stronger emphasis on preparing law students to be “practice ready” upon graduation. With a greater emphasis on incorporating practice skills and professional values into the doctrinal teaching, the curriculum at the College is being reconsidered with an eye to creating a truly distinctive program.

In developing the curricular framework for complementary programs in Moscow and Boise, we anticipate streamlining the foundational curriculum – comprised of the first year and portions of the second year - so that it is more tightly coordinated and coherent. The reformation of the foundational curriculum will include the elimination of redundancies in doctrinal coverage in the first and second years, thereby freeing up faculty resources and student time for more specialized upper division coursework. In addition, this streamlining will reduce the unavoidable duplication of basic instruction and training that will be necessary in the first 3-4 semesters at each location. While the foundational curriculum will need to be provided in both Boise and Moscow, the curriculum will be redesigned to provide a progressive educational and training experience enabling students at each location to participate and benefit from a wider range of upper division-third year course offerings, including opportunities to participate in so-called “capstone opportunities” -- i.e., experiences that synthesize doctrine from multiple areas, employ the range of skills and values acquired over the course of the student’s legal education, and provide the student with a real-life exposure to the practice of law, whether through clinical, externship, or simulated experiences.

Reformation of the foundational curriculum will also feature greater coordination among doctrinal, clinical, and legal research and writing faculty. This faculty cooperation will allow the curriculum to be better coordinated so that basic concepts and skill sets can be mastered by students in a progressive, context rich program. Students will develop the necessary knowledge, skills, and professional identity they will need to take full advantage of the third year capstone opportunities. For example, the curriculum will be reformed to integrate doctrinal coverage so that students see the interconnectedness of legal theories across subject areas. Further, doctrinal courses will include greater coordination with legal writing faculty, particularly in the first year, to provide an integrated educational experience that places doctrine in the context of legal skills such as written and oral communication. A model for this more integrative learning environment is close to home: the Integrated Business Curriculum currently being

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offered in the University of Idaho College of Business and Economics (www.cbehome.uidaho.edu/ibc).

The greater integration of the curriculum, and coordination among the faculty, will facilitate the development of shared and reinforced learning outcomes. The reformation of the curriculum in this integrated fashion will facilitate greater incorporation of writing throughout the curriculum through greater coordination among the doctrinal faculty, clinical faculty, and the legal writing faculty. This curricular reform will strengthen the College's preparation of lawyers, in both Moscow and Boise, for the general practice of law to serve the citizens of Idaho throughout the State. As noted earlier, one of the signature strengths of the College is its tradition of legal education that is personal and provided in a collegial, professional setting. The College, in both Moscow and Boise, will continue to provide a liberal education in the law to all of its students, inculcating the values of civic responsibility and professionalism for which it is rightly proud.

The increased integration and coordination of the foundational curriculum will improve the progressive mastery of important lawyering skills and values while also allowing the College to develop greater efficiencies in the delivery of these outcomes. These efficiencies will be necessary to reduce the level of duplication of faculty resources to provide the foundational curriculum in both Boise and Moscow. More importantly, this integrative and progressive approach will allow faculty to develop upper division capstone opportunities and course work unique to each location.

Specialization Opportunities in Moscow. It is anticipated that the Moscow campus will offer students and faculty opportunities for specialization in natural resources (including natural resources on public lands) and environmental law; and in American Indian law, tribal governance, and federal-state tribal relations. The first area of specialization reflects and capitalizes on the University's increasingly strong and interdisciplinary programs of teaching and research in natural resources and the environment. Faculty teaching and research resources in several Colleges on the Moscow campus will provide depth of expertise in these areas unavailable elsewhere in the State. The second emphasis area reflects and takes advantage of the University's unique location between two major tribes, the Coeur d'Alene to the north and the Nez Perce to the south, each of which is within 50 miles of the Moscow campus. These emphasis areas will inform and enrich even the foundational curriculum, for example as the basic legal principles and concepts taught in criminal law or property law, are taught through crimes and property concepts involving natural resource and environmental concerns. By streamlining the foundational curriculum, and focusing the emphasis of the Moscow campus, the faculty will be enabled to enrich the upper-level curriculum with specialized courses and seminars, in-house clinical opportunities, expanded externship opportunities, and in the depth and quality of research and service provided to the State and region by faculty and students.

Specialization Opportunities in Boise. On the Boise campus, similar developments would occur in the creation of emphasis areas that take advantage of a location in the commercial and political center of the State. Of immediate consideration is the development of emphasis areas in business and entrepreneurship and in intellectual property. Such emphasis areas take advantage of the entrepreneurial business climate in the State's commercial center, and also allow the students and faculty to participate in the growing technology sector of the economy. Through development of specialized course work, clinical opportunities and externship placements, the College will better prepare our students to contribute to the commercial and economic growth of the State. As with development of the specialties in Moscow, the specialization in business and intellectual property in Boise will enable greater and more expert research and service to the State by students and faculty of the College of Law.

Relationships between Moscow and Boise. The main elements of the two-location model can be summarized as follows:

Moscow

- Small ("quality over quantity") residential law program; intimate teaching/learning environment
- Interdisciplinary connections to land grant research university in law, public policy, and science
- Emphases in natural resources and environmental law, American Indian law, and public lands
- Principal administrative offices, and service to academic community, on University's main campus

Boise

- Small (reinforcing "quality over quantity") metropolitan program with variable-time curriculum
- Emphases in intellectual property and business law, including international business transactions and trade
- State law-related research and service to judiciary, legislature, and city/state/federal agencies
- Enhanced access to readily available, high-quality affiliate faculty

Dynamic Connections at Both Locations

- Delivery of core Juris Doctor degree education, including clinical programs, advocacy, and dispute resolution, with curricular progressions and capstone experiences
- Emphasis on development of professional identity, skills, values, and a sense of public calling, concurrent with generating intellectual growth and a fund of knowledge, as recommended by the Carnegie Report and Clinical Legal Education Association "Best Practices" Report
- Differentiated and complementary upper-division offerings under integrated curricular plan
- Linkages of people and places through distance education and related technologies
- Outreach to the legal profession and judiciary, and to communities in Idaho and beyond
- Unique and innovative approach to legal education – transcending distance

"Ties that Bind" the Two Locations. The success of the "one law school, two locations" model will depend on the development of carefully designed linkages between the two locations. These linkages or ties will flow organically throughout the law school administration, curriculum, and outreach, and will include the following elements:

Curriculum. As described above, we will develop a program of instruction at each location that has three attributes: (1) The coursework will be progressive – so that work in later semesters successively builds on the knowledge, skills, and professional identity that students have developed over the course of prior semesters. The progression will culminate in 3rd-year opportunities for capstone experiences. (2) From day one we will provide experiential, context-dependent learning to help students learn the law in action and "on the ground." (3) The curriculum will be highly integrated, helping students to make connections among doctrinal areas as well as connections between the law and other disciplines; to learn doctrine; and to begin to develop a professional identity and professional judgment, through instruction in lawyering skills. Each location will offer unique skills and doctrinal learning opportunities, such that faculty and students interested in a particular emphasis area might find it useful to spend time at both locations. In view of these location-relevant strengths, the curriculum would be designed to facilitate such movement of faculty and students.

Administration and Services. The College would have unitary admissions, financial aid, and development offices. Videoconferencing will facilitate governance by faculty committees with members on each campus, while professional and administrative staff will collaborate as one unit. All such ties, of course, ultimately aim to create human ties and a sense of a shared mission.

Faculty. As additional measures to foster human ties and common purpose, we hope to provide incentives for faculty to spend time on each campus. For example, a faculty member could be encouraged to teach a course in the fall semester in Moscow and then teach the same course in the spring semester in Boise. We hope also to encourage collaboration in teaching and research between faculty and students in Boise and Moscow.

Students. We would also facilitate the movement of students between the two campuses and interaction of students on each campus with students on the other campus. For example, we might hold the final rounds of our internal moot court competitions on different campuses in alternating years. We could plan to hold beginning-of-school-year convocations in a central location that would bring together students matriculating at each campus. Specialized short courses (e.g., winter intersession courses) at each campus could attract students from the other campus.

Ultimately, we would expect most students to spend some time at each location, though none would be required to do so.

Development of the Boise Location Would Be Phased

As outlined below, and consistent with the recommendation of the Law Advisory Council, the College's second location in Boise would be developed in phases reflecting the availability of resources, the quality and depth of the student applicant pool, and adherence to all continuing accreditation requirements. Ultimately, the College would embrace two locations and would have approximately 38 full-time-equivalent (FTE) faculty – compared with 25 presently – including the dean, associate deans, clinical programs director, and law library director. The statewide law school would contain a total of approximately 500 J.D. students (counting all students in the first, second, and third years of the program at any given time), compared with 296 presently. The students and the teaching faculty would be represented approximately equally at the two locations.

The sequence of phases for establishing a complete three-year J.D. program in Boise will be determined in the Business Plan that will follow approval of the two-location concept. One sequence under consideration would entail admitting a modestly sized first year class, and adding second and third years in annual succession, and growing the J.D. program to the anticipated total enrollment of approximately 250 students in Boise. An alternative sequence would entail expanding the College's existing "semester in practice" program in Boise into a program that enables third-year law students to spend their entire third year – not just their last semester – in Boise. This third-year program would serve as a bridge to establishing a complete three-year J.D. program in Boise, and, in the meantime, it would represent a curricular enhancement and option for students who have completed their first and second years of law school in Moscow.

Under either sequence, the University would seek to move forward with the first-phase implementation step as soon as possible. If the start-with-third-year approach were taken, the College could go forward possibly as early as the fall of 2009, using space expected to be made available at the Idaho Water Center in Boise. With the addition of three or four doctrinal and clinical faculty, coupled with the judicious employment of adjunct faculty from the Boise area practicing bar, a rich array of upper-level courses, consistent with the goal of providing capstone opportunities, could be offered in the third-year program. In this way, the College could provide additional opportunities to our students, particularly those interested in business and intellectual property, while continuing to lay the groundwork for the full three-year J.D. program in Boise as outlined above. The third-year program, eventually subsumed into the full three-year J.D. program, also would be beneficial to law students seeking to pursue concurrent

degree programs, such as a J.D./Masters of Taxation program now being developed in cooperation with Boise State University.

As noted above, development of the three-year J.D. program at the Boise location will depend upon the availability of resources. the quality and depth of the student applicant pool, and continuing compliance with accreditation standards. The program likely would start – either as a first step as noted above or as a complement to the third-year program – with an entering first-year class smaller than the class size that ultimately would generate a total student enrollment of about 250 students in Boise. Growth would be managed in light of student quality and available resources. Moreover, operation of the full three-year program necessarily would await the availability of an appropriate facility (see “Idaho Law Learning Center” below).

***The “Idaho Law Learning Center” Offers a Once-in-a Generation
Opportunity for Collaboration between Higher Education and the Judiciary***

The Idaho Supreme Court and the University of Idaho are mutually exploring the idea of re-locating the Idaho State Law Library (currently housed in the Supreme Court Building) into a new facility that could also house the final phase of the University’s legal education initiative in Boise. The facility, originally proposed and named the “Idaho Law Learning Center” by former Chief Justice Gerald Schroeder, would serve multiple purposes:

- Resolving a security issue posed by the law library within the Supreme Court
- Improving the law library collection and operations through cooperation with the College of Law
- Making room in the Supreme Court Building for efficient housing of an expanded Court of Appeals. (Legislation authorizing this expansion has been passed by the 2008 Legislature. The Court of Appeals will move from commercially rented space it has occupied since 1982.)
- Establishing a venue for intergovernmental cooperation
- Providing a unique center for legal education as well as for continuing judicial education and civic outreach on the rule of law in a democratic society

The “Idaho Law Learning Center” could be a new building east of the Supreme Court, or a remodeled improvement of the old Ada County Courthouse, or another alternative in the Capitol Mall area. The total cost of such a multi-purpose building has been preliminarily estimated at roughly \$29 million if a wholly new facility is constructed.

The Center could be completed as early as 2012 or 2013. The Supreme Court, under the current leadership of Chief Justice Daniel Eismann, has made the Center a budget priority. (The state judiciary has not had a major capital request since the Supreme Court itself was constructed approximately forty years ago.) Money for planning the Center has been recommended by the Department of Public Works. At the time of this writing, the planning fund (approximately \$176,000) is embodied in a legislative appropriation bill that carries the recommendation of the Joint Finance & Appropriations Committee.

The "Idaho Law Learning Center" is a visionary idea. It is well-scaled to the two-location concept for legal education in Idaho, with approximately 250 students at each location. For students and faculty in Boise, the Center would provide a superb location for teaching, learning, research and outreach. The Center would enable the College of Law to provide service to the public and to state government while fulfilling the University's statewide mission. The Center's synergy of purposes would be an efficient use of public funds, and the facility would bring distinction to Idaho.

Long-Term Facility Needs in Moscow Also Should Be Addressed, Bringing the Menard Law Building up to 21st Century Standards for Legal Education

The demands of legal education today include the use of technology for legal research and for instruction involving simulated cases and clients, collaborative drafting, digital presentations, and other forms of interactive learning that are fast becoming the norm at law schools throughout the country. To educate lawyers who are well prepared to fill the diverse social and professional roles that await them upon graduation from law school, the Menard Law Building must be aligned to the pedagogical, scholarly, and professional functions it is expected to serve. This will require updating of classrooms, the creation of three small- to medium-size classrooms, supplementing the current large classrooms that were designed for the lecture method of legal education extant during the 1970s. Faculty, staff, and student organization officers also need to be reconfigured for better functionality.

Improvements totaling more than \$1 million already have been made in the Menard Law Building during the past two years, using a combination of funds from private donations, student fees, and University allocations. Further modernization, to make the Moscow facility competitive with other law schools and attractive in comparison to the "Idaho Law Learning Center," is expected to cost approximately \$3-4 million. This expenditure will be in addition to the Center, but it is far less than the increased cost would be for a facility in Boise large enough to house an entire 500-student law school.

Under the Guidance and Direction of the State Board, Following Review and Preliminary Approval of the Two-Location Concept, the College Will Prepare a Business Plan Containing Detailed Timelines and Revenue/Expense Projections

Although this document explains the concept rather than providing operational details, a broad picture of the operating expenses can be painted. As noted, the two-location concept eventually would result ultimately in a statewide law school with an aggregate enrollment of approximately 500 students, divided approximately equally between Moscow and Boise. Phased development of the Boise location could begin, for example, with initial development of a full third year of education in Boise (to begin as soon as possible, as early as the fall of 2009), utilizing space and classrooms at the University of Idaho's Water Center location. The next phase – establishment of a full three-year course of study in Boise at a facility such as the "Idaho Law Learning Center" (ILLC) – would unfold in increments of new students along with faculty and staff. The transition from the third-year program in Boise into development of the full three-year course of study could begin as early as 2012, but in any event – as noted above – would occur only on a timeline consistent with accreditation standards, with the overall adequacy of resources, and with the depth and quality of the student applicant pool.

Multiple funding sources for investment in this proposal will include a combination of appropriated funds obtained and allocated by the University; appropriated funds obtained and allocated by the Idaho Supreme Court to the ILLC; revenues derived from student fees and tuition; endowment donations as well as recurring annual gifts; and government/foundation grants and contracts in support of clinical education and other program activities. Direct operating costs of the statewide two-location law legal education program are likely to be approximately \$5-6 million per year (above the current College of Law annual budget of approximately \$8,000,000). Of this direct annual expenditure, approximately \$750,000 to \$1 million would be needed during the first phase if the phasing sequence begins with a full third-year program in Boise, along with related scholarship and outreach.

Under the University's financial management system, appropriated funds now account for approximately \$5,000,000 of the University's annual direct support of the College of Law. If this support were adjusted in proportion to the eventual growth of the law student body – from the current level of 296 students to the eventual level of 500 – the resultant increase would be approximately \$3,500,000. The remainder of the needed \$5-6 million per year in additional, direct operating expenses could be covered through a student fee increase – on top of other planned fee increases – averaging approximately \$4,000 per student per year, which would generate \$2 million. The current level of law student fees is \$10,200 for Idaho residents and \$20,280 for

nonresidents.³⁵ (Of course, food, lodging, books, and other living and travel expenses contribute to the students' total annual cost of obtaining a legal education.) In order to preserve the affordability of public legal education, it is important to keep the average student fee contribution to the overall funding package as reasonable as possible. Additional funds from private giving, grants, and contracts would be invested in scholarships, programs, and clinical opportunities that create the margin between competence and excellence in legal education.

These figures are tentative and illustrative only, to aid in depicting the scope of the proposal. Costs and revenues will be the focus of more detailed analysis in the Business Plan to follow the conceptual review and discussion of this proposal.

"Let Our Minds Be Bold"

Public legal education is an investment in the infrastructure of Idaho's criminal justice system, of economic development, of fair and effective government administration, and of sound public policy. It is also an investment in opportunity for men and women to obtain the training needed for a broad array of useful careers (and, in some cases, second careers). Public legal education makes this training affordable, enabling lawyers to serve Idaho families of ordinary means, small businesses striving to create jobs, nonprofit entities dedicated to the public good, and government entities upon whose effective functioning our social fabric depends. Affordable legal education makes justice accessible, and problem-solving expertise available, for Idahoans.

Thirty-five years ago the State of Idaho took a bold step in expanding the legal education program at the University of Idaho and in constructing a new facility for it. Today, Idaho needs a renewed investment in legal education. It is time to be bold again.

³⁵ The College's fee structure might be characterized as "lower mid-range" when compared to the fees charged by other public law school in the region. Lower fees may be found at the University of Wyoming (\$8,491 for residents in 2007-08) and the University of Montana (\$9,991). The University of Nevada/Las Vegas currently charges \$9,800 but has announced a major increase for next year. Higher fees are charged at the University of Utah (\$12,852), University of Washington (\$17,846), and University of Oregon (19,956). Private schools presently range from \$27,000 at Willamette to \$29,250 at Gonzaga and \$29,880 at Seattle University. The J. Reuben Clark Law School at Brigham Young University has a hybrid fee structure analogous to the resident/nonresident distinction at public schools. It charges just \$8,700 for members of the LDS Church but \$17,400 for other students.



MOORE INFORMATION

OPINION RESEARCH • STRATEGIC ANALYSIS

October 15, 2007

TO: Dean Don Burnett
FROM: Bob Moore
RE: University of Idaho College of Law Market Study
CC: Stephen Perez

Overview

College of Law Image

Idaho lawyers are widely impressed with the University of Idaho College of Law and most would recommend it to potential law school students.

- More than seven-in-ten lawyers (71%) rated the College of Law excellent or good and almost nine-in-ten (88%) would recommend applying to the University of Idaho College of Law.

Part-time Legal Education Program

There is interest in a part-time legal education program in Idaho.

- Almost six-in-ten lawyers believe there are people in their community who would benefit from such a program.
- One-in-four applicants (24%) who were accepted to the University of Idaho College of Law, but did not enroll, said a part-time legal education program in Idaho would have been attractive to them. Ten percent of those said a part-time program was "very" attractive (approximately 18 people/year).
- 49% of Idaho LSAT registrants said they were interested in pursuing a part-time legal education program if available, 17% were very interested (25 people yearly in Idaho).

JD Program in Boise

There is significant market potential for the College of Law to offer a JD program in Boise.

- One-in-four lawyers statewide said they would benefit if the College of Law offered a JD program in Boise instead of Moscow.
- 65% of applicants who were accepted to the University of Idaho College of Law, but did not enroll, said they were more likely to have enrolled if the College of Law was located

in Boise instead of Moscow. Twenty three percent said they would have been “much” more likely to have enrolled (40 potential additional enrollees per year).

- 59% of LSAT registrants said the U of I College of Law would have been more attractive if it was located in Boise instead of Moscow. Among Idaho LSAT registrants, 68% said a Boise-only campus would be more attractive and 49% said it would be “much” more attractive (approximately 149 additional potential enrollees).

JD Programs in Moscow and Boise

There is also significant potential for JD programs in both cities.

- 38% of lawyers statewide said they would benefit if the College of Law offered a JD program in both Moscow and Boise.
- 64% of non-enrollees would have been more likely to have enrolled at the U of I if there were JD programs in both cities. Seventeen percent would have been “much” more likely (approximately 30 per year).
- 47% of LSAT registrants said the U of I would be more attractive if it offered JD programs in both cities. Among Idaho LSAT registrants, 65% said a JD program in Boise and Moscow was more attractive and 32% “much” more attractive (97 potential additional enrollees).

Other Considerations

Today in Idaho, approximately 8% of the population age 20-49 with bachelor’s degrees or studying for law school has considered law school at some point. With roughly 140,000 people in this category, that means up to 400 Idaho residents consider law school annually. Yet just over 300 registered for the LSAT last year. These non-LSAT registrants are more likely than LSAT registrants to be interested in pursuing a part-time legal education (28% versus 17% very interested). Like LSAT registrants, a majority prefers a Boise-only campus for the College of Law over a Moscow-only campus, and a majority is also supportive of JD programs in both cities.

Idaho Lawyers

A total of 150 interviews were conducted among a representative sample of lawyers in Idaho, randomly selected from the Idaho State Bar 2007 Directory. Among these lawyers, the University of Idaho College of Law is highly regarded, and recommended to those who might be considering a legal education.

- Seven-in-ten (71%) of lawyers in the state rate the quality of education provided by the U of I College of Law as “excellent” (32%) or “good” (39%), while just 2% give the College a poor rating. Fully 27% of lawyers surveyed were not able to offer an opinion about the quality of the U of I College of Law. U of I College of Law graduates were more likely to be impressed than graduates of other law schools.
- Nearly nine-in-ten (88%) of lawyers surveyed said they would recommend applying to the U of I College of Law to someone considering a legal education. Just 4% would not, and 8% are unsure.
- Likewise, nearly as many (85%) would also recommend accepting an offer to attend the U of I College of Law.

When recommending application to the U of I College of Law, Idaho lawyers are most likely to do so based on perceptions of low tuition/value for the money (19%) and the school is “good for those who will live/practice in Idaho/network/make connections” (18%). Followed by the belief that U of I offers a “quality education” (14%) and “location” (11%). At the same time, for the few (N=18 respondents) who would not recommend the U of I College of Law, the leading reason stems from the respondents’ own lack of familiarity with the college rather than anything specific to do with the college. Indeed, six of the 18 respondents (33%) said they wouldn’t recommend U of I because they were unfamiliar with the school, while another four respondents (22%) would not recommend based on location/size, and two respondents (11%) would not recommend based on “low ranking” of the University.

Among reasons for recommending acceptance of an offer from U of I College of Law, quality education/programs offered tops the list (24%), followed by perceptions of good value tuition rates (16%), “good school” (15%) and because it’s good for “practicing law in Idaho/networking” (15%). As for those who would not recommend accepting an offer to attend U of I, the leading reason (mentioned by 6 people, or 27%) was that this decision should be “dependent on offers and objectives” of the individual applying. Nothing else was mentioned by more than one person as a reason for unwillingness to recommend the U of I College of Law to others.

Part-time Legal Education Program

There is significant interest on the part of lawyers in the state in a part-time legal education program.

- 58% of lawyers say there are people in their community who are qualified to attend law school who they believe would benefit from a part-time legal education program. Importantly, this sentiment is shared equally by lawyers in the Treasure Valley and elsewhere in the state.

JD Program in Boise

One-in-four lawyers in Idaho say they would benefit professionally if the University of Idaho College of Law offered a JD program in the Boise area *instead of* Moscow. Indeed, 25%

believe they would benefit, while 60% would not and 15% are unsure. In raw numbers, this translates into 755 lawyers statewide who believe they would benefit from such a program. Importantly, Treasure Valley lawyers are more likely to perceive a benefit from this program than those who practice elsewhere in the state (33% vs. 14%). In the Valley, this translates into 578 lawyers in the Treasure Valley who believe they would benefit from a JD program at the U of I. In addition, lawyers in firms of 16 or more lawyers are more likely than lawyers in smaller firms to see the benefits of a JD program in Boise rather than Moscow.

There is a higher level of perceived benefit from a JD program offering in Boise, along with Moscow – 38% (1,148 lawyers) say they would benefit from this scenario, while 52% would not and 10% are unsure. Again, sentiment in the Treasure Valley is significantly different than the rest of the state – 53% of lawyers (929 lawyers) in the Treasure Valley perceive a benefit from the University of Idaho offering JD programs in both Moscow and Boise, while only 17% of those who practice elsewhere in the state think this would be a beneficial system. Lawyers who practice in larger firms (16+ lawyers) are more likely to see a benefit from a JD program offering in Boise.

The major perceived benefits of a JD program *in Boise* among lawyers who believe they would benefit are widespread, ranging from “increased employment opportunities” (21%) to “convenience” (16%), “continuing legal education” (11%), “large population base/serving the public” (11%) and “more access to lawyers/business/information” (11%).

The major benefits of a JD program in *both Moscow and Boise* is “convenience” (25%), followed by “available internships/increased applicants” (18%), “accessibility” (14%), “more opportunities” (10%) and “more interaction” (5%).

Suggestions from Lawyers

Most (74%) lawyers surveyed did not offer any additional suggestions or thoughts for the U of I, and there was no consensus theme or pattern among the few comments offered. Some suggested that the U of I “should offer a law program in Boise” (7%), expressed opposition to “relocating or creating a university” (5%), believe the U of I “should expand before the competition does” (3%), “makes sense” (3%) and perceive “people /students would benefit” (2%).

Non-Enrollees

A total of 108 interviews were conducted September 19-28, among a universe of 544 people who were admitted to the University of Idaho College of Law in the past three years but did not enroll. This sample was provided by the U of I. Of the 108, 23% indicated they are residents of Idaho, 24% Utah residents, 17% Washington residents and 37% reside elsewhere.

Law School Choices

The leading schools attended by respondents of this survey include the University of Utah (attended by 13% of the sample), BYU (7%), Gonzaga (6%), University of Montana (5%), Willamette University (5%) and Seattle University (4%). However, a total of 43 different institutions are represented in this sample. Among the non-enrollees who are Idaho residents, the most popular university is the University of Utah (20%). Among the Utah residents, University of Utah and BYU were the leaders, and for the Washington State respondents, Gonzaga and Seattle University were the leading institutions of attendance.

For these respondents, location was the leading factor in their selection of a law school. In fact, more than three-in-ten non-enrollees (31%) cite "location" as the major reason they chose the law school they did. This is distantly followed by other consideration factors such as "availability of scholarships/financial assistance" (12%), "lower/affordable tuition" (11%), "reputation/ranking" (9%), "program offerings" (6%) and "personal reasons" (5%). Location is the leading decision factor among all respondents, regardless of their current residence. Likewise, it is the leading factor among both men and women and applicants of all ages.

Satisfaction with their choice of law schools is widespread; fully 71% of respondents are "very" satisfied with their choice, and another 23% are "fairly" satisfied. Only 3% are not too/not at all satisfied and the remaining 2% has no opinion. Importantly, there are no significant variations in satisfaction levels with regard to geography, gender or age.

Among the respondents who are "very" or "fairly" satisfied with their choice of law schools, the major factors in their satisfaction are "quality of teachers/professors" (20%), "good environment/student atmosphere" (16%), "location" (14%), "cost of tuition" (8%), "good school" (8%) and "offers quality programs" (6%).

Factors in Applying to the U of I College of Law

The importance of location in college selection is again widely evident when respondents were asked why they applied to the University of Idaho College of Law. In fact, more than half (54%) of applicants said this was the major factor in their application decision. Tuition is a distant second (for 12%), followed by applicants who simply "applied to multiple schools, one of which was the U of I" (5%), liked the U of I's "reputation" (4%), "familiar with the school" (4%) and for "environmental programs" (4%). Location was the leading decision factor regardless of age, gender, location, etc.

The location of the U of I College of Law in Moscow was problematic in the decisions of a significant percentage of this audience. For example, 43% of non-enrollees said the Moscow location was a negative factor in their consideration of the U of I College of Law. However, location was a positive consideration factor for 34%, and was not a factor at all in the decisions of 23% of these applicants.

Looking at differences by subgroup, we find the Moscow location is most problematic among residents of Idaho and Washington, where majorities say Moscow was a negative factor in their choice of law school.

Had the University of Idaho College of Law been located in Boise rather than Moscow, 23% of respondents said they would have been “much” more likely to have chosen to attend the U of I, while another 42% would have been “somewhat” more likely to have enrolled. Just 17% said the Boise location would have made them less likely to choose U of I, and 18% said it would make no difference. The 23% who are “much” more likely to have enrolled at a University of Idaho Law School located in Boise represents approximately an additional 125 potential enrollees over a three year period (23% of 544 total non-enrollees).

The major perceived advantages of a Boise location are “a bigger city” (28%), “family and/or friends live in Boise” (19%), “location” in general (16%), “employment opportunities” (14%), “available opportunities” in general (9%), “nothing to do in Moscow” (3%), “legal hub is in Boise” (3%), the weather (2%) and availability of “more classes” in Boise (2%).

For those who prefer Moscow, the leading perceived advantages to that location are “location” in general (27%), respondents who “dislike Boise” (24%), prefer small towns (12%), people who have heard Moscow is actually a larger city (10%), people who are “politically opposed to relocating” the University (4%) and those who think “Moscow is a good college town” (4%).

Additional evidence that a location in Boise would be a positive move for the U of I is found when respondents were asked whether they would have been more or less likely to have chosen the University if it had locations in both Boise and Moscow. Fully 17% were “much” more likely to choose U of I, another 47% said they would have been “somewhat” more likely to choose the U of I for law school if they’d had the option of Moscow or Boise, while just 10% would have been less likely to choose U of I based on this, and for 27%, the location option would have not made any difference. The 17% who said they would be “much” more likely represents approximately 92 additional potential enrollees over a three year period (17% of 544 total non-enrollees).

Part-time Legal Education

One-in-four former applicants indicates that a part-time legal education program in Idaho would have been an attractive feature. Specifically, 10% said this would be a “very” attractive feature, and 14% said it would be “fairly” attractive. Translating this percentage to raw numbers, we find that somewhere between 54 and 130 non-enrollees would have found a part-time legal education program to be attractive. Still, for 72% this would not be something they would be enthused about, and 4% have no opinion.

Suggestions from Non-Enrollees

Most non-enrollees did not provide any additional suggestions for the U of I (76% had no comment), and among the 24% who did, there was no consensus among the wide variety of sentiments offered.

Potential Applicants

A total of 498 interviews were conducted September 19-October 6, 2007, among potential law school applicants, in Idaho, Eastern Washington and the Salt Lake City metro area. The sample included 349 respondents who had taken the LSAT in the past two years and 149 respondents with bachelor's degrees or studying for bachelor's degrees who are either considering or have considered a law school education (most of these were Idaho residents). Idaho has a population of approximately 140,000 residents age 20-49 who have a bachelor's degree or are working on a bachelor's degree program. In our survey process, approximately **8%** indicated attending law school. This translates into approximately **11,200** Idaho residents who have considered law school over the past 30 years, an average of almost **400** per year.

Law School Choices

Respondents in this audience have applied to, or have considered a wide range of institutions for legal education. Overall, the leading institution is the University of Washington (considered or applied by 21%), followed by the University of Utah (17%), BYU (15%), University of Idaho (13%) and Seattle University (12%). In looking at subgroups, we find proximity plays a key role in consideration and application to the various institutions. For example, among Idaho residents, LSAT registrants leading choice was the U of I (for 37%), while for non-LSAT Idaho residents, the U of W (21%) and University of Utah (18%) were the leading choices. For Utah respondents, the University of Utah was the leading choice (36%), followed by BYU (25%) and for Washington State residents, the U of W (34%) and Seattle University (23%) were considered/applied to most often. Interestingly, for potential applicants age 40 and older, the U of I was considered or applied to most (37%), while for the 30-39 age group there is no consensus institution, and among the 26-29 year olds, U of W and University of Utah rose to the top. For respondents under age 25, the University of Washington was the leader, followed by BYU, University of Utah and Seattle University.

Reasons for not considering or applying to the University of Idaho are centered primarily around location. In fact, 29% of respondents who indicated they had not applied to or considered the U of I for a legal education, said they hadn't done so because of the University's location/didn't want to move to Idaho. This was the leading response from residents of Idaho, however, Washington and Utah residents were more likely to feel this way (21% in Idaho, 35% in Washington, 31% in Utah). The next most frequently offered reason was from people who were simply "unaware" of the school or need more information about it (19%). Other reasons mentioned for not having considered or applied to the U of I included, "did not live in the area at the time" (8%), "low ranking" (6%), "dislike the area" (5%), "am considering" (4%), "looking into other schools" (3%) or "haven't thought about it" (3%).

U of I Location

As was the case with the non-enrollee survey, this survey also finds the plurality of respondents reporting that the U of I's location in Moscow was a negative factor in their consideration – 48% said it was a negative, 21% said it was a positive, and 31% said it wasn't a factor at all (28%) or didn't know (3%). The negative impact on decision making was consistent among residents of Idaho, Washington and Utah, alike. However, for the 25 and younger audience, Moscow was more likely to have had a negative impact on their decision than older respondents.

Potential applicants who were enthused about the location of U of I in Moscow primarily "live in/are familiar with/like" that area of Idaho (32% said this was the major reason they had a

positive reaction to Moscow), simply feel Moscow is a “good location” (16%) or like the “size or distance to the University” (14%). Still, others say Moscow is “closer to family and friends” (6%), comes from people who “want to study further from home” (4%) or “have heard positive things about Moscow” (4%). At the same time, for those who were turned off by the Moscow location, there is no consensus reason – 21% claim it is the “location/size/distance,” another 20% say they simply “prefer bigger cities,” 16% say it was “too far away/don’t want to live there” and 13% are “unfamiliar with or dislike the location.”

A location for the U of I College of Law in Boise meets with widespread positive reaction from the potential applicants audience. Fully 59% of this group says the U of I would be more attractive to them if it were located in Boise instead of Moscow (29% say it would be “much” more attractive). Just 17% said this would make U of I a less attractive option, and 23% had no opinion. For both Idaho and Utah residents, a possible Boise campus meets with widespread enthusiasm (62% and 66% more attractive, respectively). Further, a Boise location would be more attractive to respondents age 29 and younger (63% more attractive) than it would be for older respondents, but still nearly half of the “older” respondents said Boise would be a positive option. Among Idaho LSAT registrants, 68% said Boise was more attractive and 49% said a Boise location was “much” more attractive than Moscow. This represents approximately 149 additional potential enrollees at the College of Law.

Boise would be an attractive option because it is a “bigger city” than Moscow – fully 28% of those who said U of I would be a more attractive option if it were in Boise cite this as the reason for their sentiment. Others cite “convenience” (11%), “good city” (8%), “better/more opportunities” (6%), “location” (6%) and “available employment opportunities/internships” (6%). The desire for a “big city” is much more prevalent among residents of Washington (47%) and Utah (34%) than it is among Idaho residents (12%). For the Idaho residents, “convenience/closer to family” is the most attractive feature of a U of I campus in Boise (22%). Additionally, Boise being a “bigger city” is far more attractive to residents in the under 25 group than it is with older respondents, and for the 40+ crowd, proximity to family/convenience would be the best part of a Boise U of I campus (42%).

At the same time, among the respondents who said a Boise campus would make U of I a less attractive option, the leading reason is simply preference for Moscow (28%), followed by respondents who “dislike or are unfamiliar with the area” (16%) or say Boise is “too far” (14%).

A two-campus structure for the U of I College of Law draws interest from nearly half of the potential applicant audience. Indeed, 47% of respondents said U of I would be a “much” more attractive option (20%) or at least a “somewhat” more attractive option (27%) with locations in both Moscow and Boise. Just 13% said they would find the U of I a less attractive alternative if there were campuses in both cities, and 40% said this would have no impact on their feelings about U of I. Looking at subgroups, Moscow and Boise locations are more popular among Idaho residents (57% more attractive) than it is for Utah (43%) or Washington residents (37%). Further, for those who said a Boise campus would be an attractive option, the majority (53%) also feels that a two-campus scenario would be a positive move. Among Idaho LSAT registrants, 65% would find locations in Boise and Moscow more attractive and 32% “much” more attractive. This 32% represents approximately 97 additional potential enrollees.

Negative reactions to a two-campus structure stem from concerns that the school will become “fragmented” (mentioned by 22%), followed by people who simply “have issues with that location” (11%) or perceive it would make the College “less prestigious” (9%).

Others are concerned that the “law school would suffer” if housed in two locations (8%), feel that students and faculty should be united in one single location (8%), preference for the Moscow location (6%) and perceptions that “no other law school has a split campus” (6%).

Part-time Legal Education

There is significant interest among potential law school applicants in pursuing a part-time legal education if it were available. Overall, 43% of potential applicants would be “very” (19%) or “fairly” interested (24%), while 56% would not and 1% have no opinion. This offering generates the most interest among residents of Idaho (53% in Idaho vs. 36% elsewhere), and among respondents age 30 and older (56%). Further, interest in part-time legal education is high among those who are also enthused about a Boise campus (60%). Among Idaho LSAT registrants, 49% are interested and 17% “very” interested in pursuing a part-time legal education (52 potential additional enrollees).

Suggestions from Potential Applicants

As was the case among both non-enrollees and Idaho lawyers, the vast majority of potential applicants surveyed did not offer any additional comments or suggestions for the U of I, and there was no consensus among the wide variety of suggestions offered.

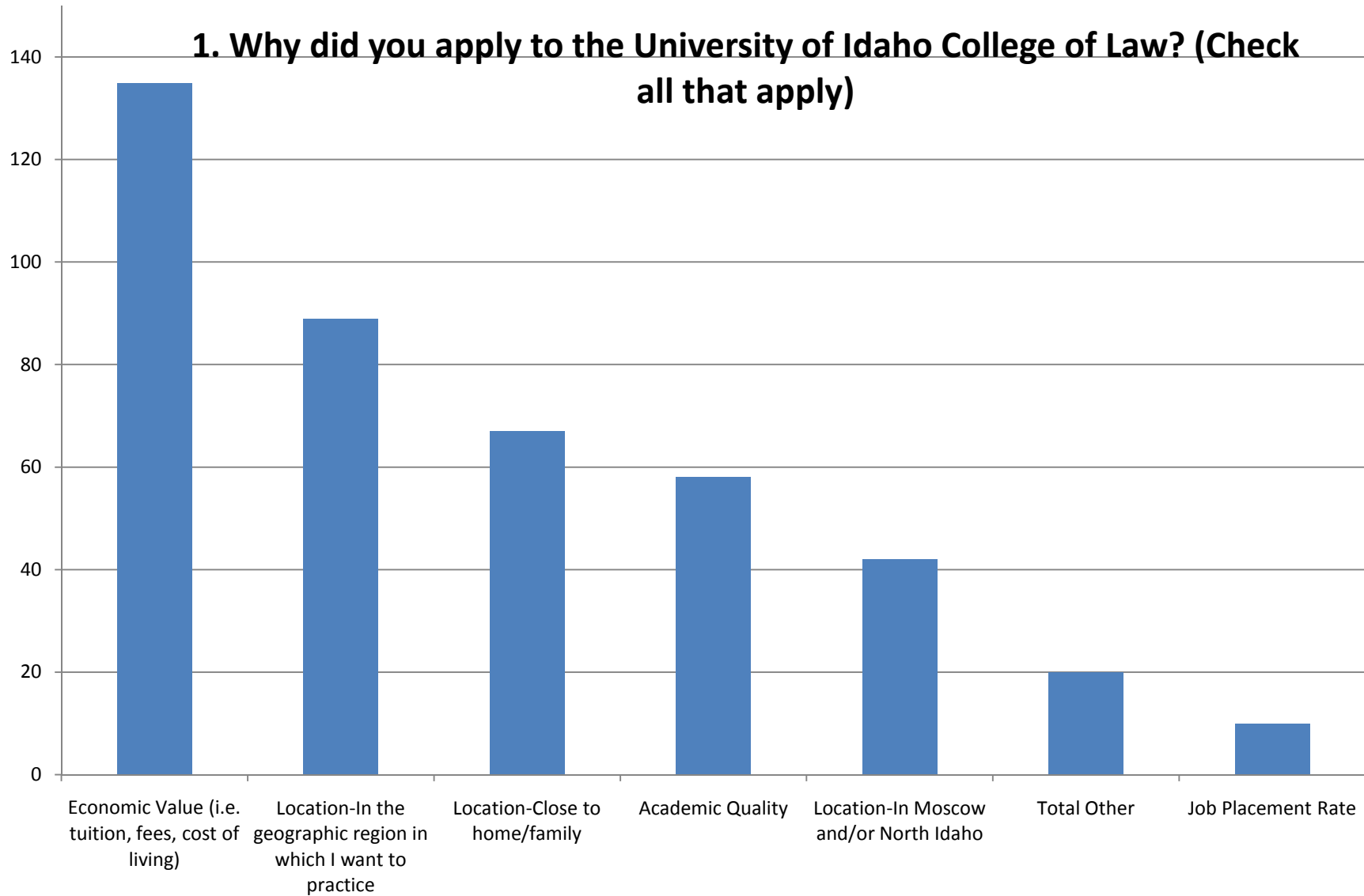
Report:Internal Student Survey--Summary

Date Run: Oct 18, 2007 12:09

1. Why did you apply to the University of Idaho College of Law? (Check all that apply)

Value	Count	Percent
Economic Value (i.e. tuition, fees, cost of living)	135	91.2%
Location-In the geographic region in which I want to practice	89	60.1%
Location-Close to home/family	67	45.3%
Academic Quality	58	39.2%
Location-In Moscow and/or North Idaho	42	28.4%
Total Other	20	13.5%
Job Placement Rate	10	6.8%
Alumni recommendation:Other	5	3.4%
Scholarship:Other	2	1.4%
Only law school in Idaho:Other	2	1.4%
Close to where I went to undergrad:Other	1	0.7%
water resources program:Other	1	0.7%
small law school:Other	1	0.7%
I Like Idaho:Other	1	0.7%
I was treated as an individual in the application process.:Other	1	0.7%
Steve is a good recruiter.:Other	1	0.7%
It was close to other academic resources:Other	1	0.7%
I have always loved UI and wanted my degree from here:Other	1	0.7%
Vandal Football:Other	1	0.7%
acceptance:Other	1	0.7%
Small Classes:Other	1	0.7%
It was my backup - I felt I could get in:Other	1	0.7%
Good scholarship offer:Other	1	0.7%
clinic programs and atmosphere:Other	1	0.7%
Clinical Offerings:Other	1	0.7%
friend was a 1L. Plus, I received an offer of a waiver on tuition and it was close to hime:Other	1	0.7%
Recreational Opporunities:Other	1	0.7%
Total Responses:	148	

1. Why did you apply to the University of Idaho College of Law? (Check all that apply)

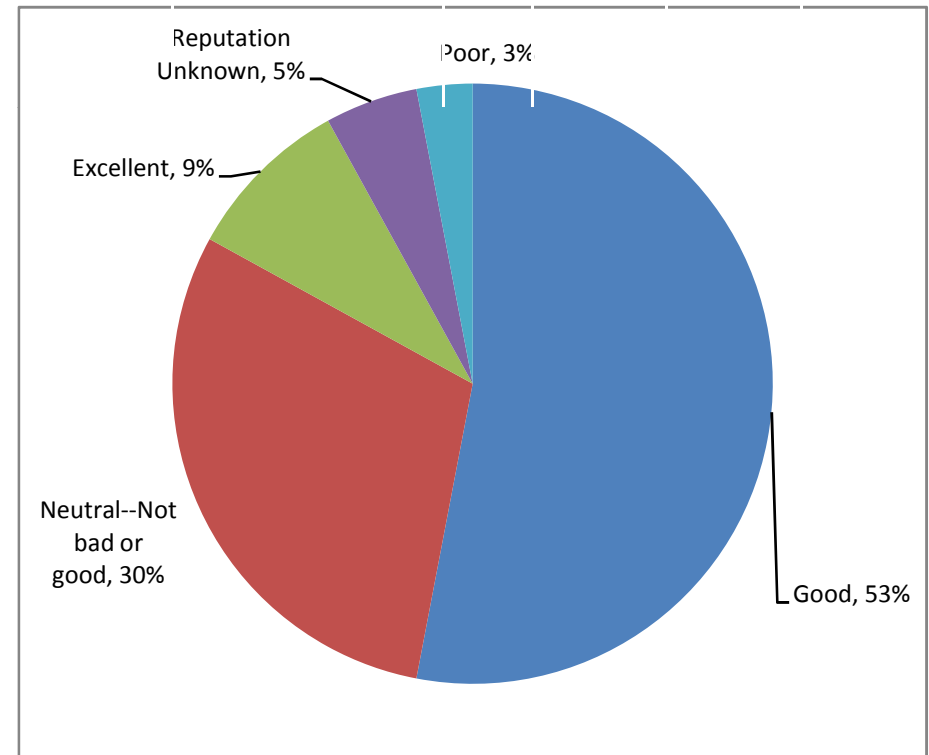


2. Did you have any contact with the College of Law before you applied? If yes, please indicate how influential each was in your decision to attend Idaho.

Item	Not Influential	Somewhat Influential	Very Influential	I did not have this type of contact before applying.	Total
Alumni	13.5%	17.6%	27.0%	41.9%	148
Class visit/tour	17.6%	8.8%	12.8%	60.8%	148
College recruiting fair	18.9%	8.8%	4.1%	68.2%	148
Phone/email question(s)	18.2%	14.9%	11.5%	55.4%	148
Special Event (e.g. Bellwood lectures, guest speakers)	18.2%	6.1%	4.1%	71.6%	148
Viewbook mailing	23.6%	18.9%	4.7%	52.7%	148
Total Responses:	148				

3. How did you perceive the reputation of the College of Law before you applied. (Rating Scale)

Value	Count	Percent
Good	79	53%
Neutral--Not bad or good	45	30%
Excellent	13	9%
I didn't know Idaho's reputation before I enrolled.	7	5%
Poor	4	3%
Total Responses:	148	

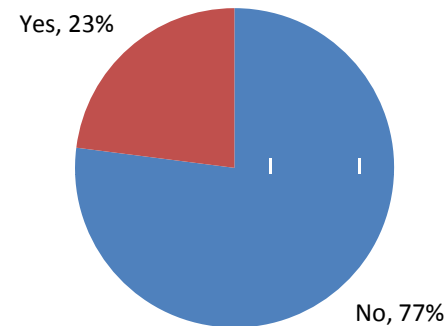


4. Rank the following factors according to their importance to your decision to attend the College of Law.

Value	1	2	3	4	5	6	7	AVG Rank
Value (tuition, fees, cost of living)	35	19	24	16	21	18	14	3.5
Location-home/family	22	19	25	30	19	14	18	3.8
Scholarship	26	21	21	21	20	17	21	3.8
Academic Quality	14	19	29	22	26	14	23	4.1
Location-Geographic region in which I want to practice	14	28	21	14	19	27	24	4.2
Location-Moscow/N. Idaho	14	23	18	24	21	22	25	4.2
Job Placement Rate	22	18	9	20	21	35	22	4.3
Total Responses:	147							

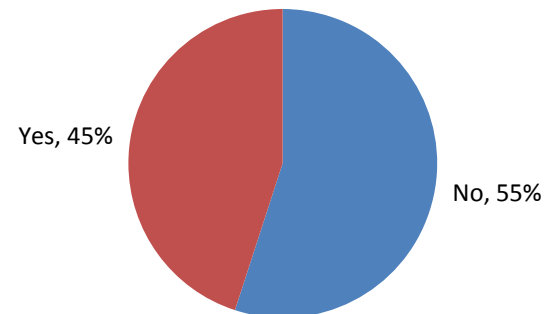
5. Did you visit the University of Idaho, specifically to visit the law school or for any other reason, before making your decision to apply?

Value	Count	Percent
No	114	77%
Yes	34	23%
Total Responses:	148	



6. Did you visit the University of Idaho, specifically to visit the law school or for any other reason, AFTER applying but BEFORE making your decision to attend?

Value	Count	Percent
No	82	55%
Yes	66	45%
Total Responses:	148	

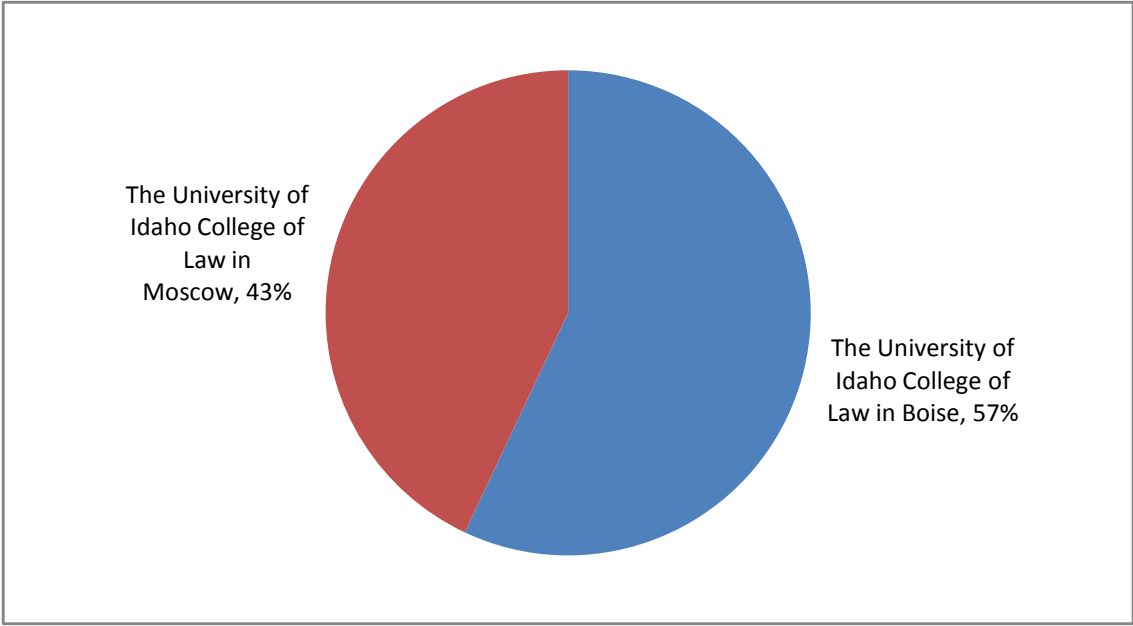


7. Rank the following options in the order that you would have found most desirable as an applicant

Value	1	2	3	AVG Rank
Boise, no Moscow	59	26	36	1.8
Moscow, w/ optional 3rd year in Boise.	36	50	35	2.0
Moscow, no Boise	26	45	50	2.2
Total Responses:	121			

8. If the University of Idaho operated two otherwise identical law schools, one in Moscow and one in Boise, which would you prefer to attend?

Value	Count	Percent
The University of Idaho College of Law in Boise	84	57%
The University of Idaho College of Law in Moscow	64	43%
Total Responses:	148	



9. Gender

Value	Count	Percent
Male	84	57%
Female	64	43%
Total Responses:	148	

10. Class

Value	Count	Percent
First Year	64	43%
Third Year	47	32%
Second Year	37	25%
Total Responses:	148	

11. Race/Ethnicity

Value	Count	Percent
Caucasian	111	75%
Decline to Respond	13	9%
Asian/Pacific Islander	9	6%
Hispanic	9	6%
Other/Multi-racial	4	3%
Native American/Alaska Native	2	1%
Total Responses:	148	

Richard J. Morgan
10032 Pinnacle View Place
Las Vegas, Nevada 89134-2596
(702) 240-2465; (702) 858-6477
dick.morgan@hotmail.com

October 27, 2007

Dean Donald Burnett
The University of Idaho
College of Law
P.O. Box 442321
Moscow, Idaho 83844-2321

Dear Don:

Thanks for the opportunity to consult with the University of Idaho College of Law as it plans for Idaho Legal Education in the 21st Century. Thus far in this engagement, I have reviewed the "Consultant Draft" and appendices contained in the binder entitled "Idaho Legal Education in the 21st Century"; participated in two conference calls involving you and your faculty; visited the University of Idaho College of Law to meet with faculty, staff, students and university administrators; reviewed the materials that were prepared for the Law Advisory Council Meeting on October 22, 2007; and attended and participated in that meeting.

As I stated at the Law Advisory Council meeting, this is an exciting and important time in the life of a well-established law school with an excellent reputation for serving its state and region over the last century. While I very much respect the decision of the faculty to reject the status quo in favor of greater aspirations of service and excellence, it is important to remember that any new initiatives of the law school will rest on a strong foundation established over the last century. This is a strong law school with an appropriate desire to become stronger and better in the future, and the process that you have put in place—engaging the faculty, staff, students, university administration, alums, bar and community leadership in a dialogue about goals and directions for the next century—is likely to further that desire.

Among the law school's many strength's are its reputation among the lawyers of Idaho, as reflected in the survey materials considered by the Law Advisory Council; its reputation in the legal academy as a well-established and very good law school that aspires to serve the needs of its state and region; its relationships with the Idaho bench and bar, whose leaders include numerous alums of the law school; and its relationship with the University of Idaho, whose president and provost view the law school as a very important part of the university. These reputations and relationships are the product of the work of people at the law school, who are the law school's greatest strength. By assembling excellent faculty, administrators, staff and students the law school is able to serve the state and educate future leaders in ways that produce beneficial relationships and reputation.

Two other strengths are worthy of special note. The first is that the University of Idaho College of Law is supported by the State of Idaho, which has given the law school an exclusive, state-wide franchise on public legal education, scholarship and service. The second is that the law school has chosen to be a small school, one that values the benefits of an intimate educational setting in which to teach law, produce scholarship and instill and model professionalism.

While the law school is concerned about the possibility of future competition from other law schools that might locate in Idaho, I believe that the law school should proceed from a positive position of strength and optimism—rather than out of fear of competition—as it plans for the 21st century. As noted above, there is plenty of strength on which to build and which will give this good and existing law school many and substantial comparative advantages over any newcomers to the field. In addition, it is impossible to predict when or how the anticipated competition will, or will not, emerge, although it is very clear that Boise is a very attractive location in which to situate a new law school. More importantly, it is impossible to predict the effect that any such competition will, in fact, have on the law school. While the planning documents project negative consequences, it is very possible that increased competition will have the opposite effect, since competition often brings out the best in both competitors. Rather than speculate about future competition and its effects, the law school should do what it is now doing—developing a plan to better fulfill its statewide mission and beginning the conversations that will result, over time, in the resources to implement that plan.

In developing that plan, it is important not to bite off more than the law school can chew. While it is appropriate (and, I think, desirable) to articulate bold long-term goals, those goals must be conditioned on the acquisition of sufficient resources to attain them. The outcome of this long-term process must be to improve legal education in Idaho, not to harm it.

Also, the law school and its constituents must realize that it cannot do everything that is done by someone, somewhere in legal education. The University of Idaho College of Law has chosen to be a small law school, which means that it has far fewer faculty than many of this country's larger law schools. This, in turn, means that the curriculum cannot be as rich, or specialization as readily available, as in larger law schools. But even a small school must provide fundamental instruction in legal analysis, writing, professionalism, skills training, core substantive courses and at least some electives, at the same time that the faculty who provide that instruction are charged with substantial governance, service and scholarly responsibilities. Thus, in a small law school the faculty can be stretched thinly, particularly if the school aspires to do everything in its curriculum that Harvard does.

In my view, the law school has made wise choices in resource deployment. For example, the planning materials reflect that the school ranks highly in availability of clinic and externship opportunities per student. This is important, I believe, for these opportunities provide practical skills and professionalism training, while providing valuable community service in Idaho. Also, I very much agree with the decisions of the faculty to stress appropriate dispute resolution and to try to instill comparative and international law across the curriculum. I am less concerned about the school's relative paucity of elective courses and opportunities for specialization. While a well-trained professional can become a specialist after law school, it is harder for a person with specialized knowledge to become a lawyer after law school, if he or she leaves law school without a fundamental understanding professionalism and legal skills and values.

As the planning process continues, decisions on resource deployment will continue to be necessary. It is imperative not to overburden people by trying to emulate other law schools that may have very different missions and much greater resources.. Rather, the law school should seek to fulfill its own mission and should tailor that mission to the availability of the resources to support it.

The planning documents describe three different expansion plans for the law school, not including the status quo (i.e., continuing to maintain the law school in Moscow with a small presence, mainly internships and community relations activities, in Boise). These alternatives are the “Moscow Plus” approach, in which the law school and its JD program would remain in Moscow, but Boise-based activities would expand substantially to include a third-year program and a number of centers or institutes; the “Relocation” approach, in which the entire law school would be moved from Moscow to Boise; and the “Phased, Dual Location” approach, in which, over time, the Moscow-based law school would develop a branch campus in Boise, so that the University of Idaho College of Law would be able to offer its J.D. program at two locations in the state. These three approaches are discussed in appropriate detail in the planning document, which provides comprehensive listings of the respective pro and con arguments at pages 70-71, 72-74, 81-83 and 88-90. I will not repeat that discussion or those arguments here, although my views (set forth below) have certainly benefitted from them.

RELOCATION

In my view, relocating the law school to Boise is not a viable alternative. There are several reasons for this.

First, a single location in Boise does not expand the law school’s statewide presence; a single location—in Moscow or Boise—is still a single location. In fact, relocating the entire operation to Boise lessens the law school’s statewide presence, since the relocated law school would then operate out of one location (Boise) rather than the current two (Moscow and Boise). While the relocated law school would be in the state capitol and population center, the law school’s statewide service mission would not be enhanced by such a move.

Second, the law school is an integral part of the University of Idaho, which is located in Moscow. For the law school to leave the campus in Moscow for a remote location could do great harm to the university, since the law school is an important part of the teaching, scholarly, governance and service fabric of that university. For that reason, I am not surprised that your president and provost strenuously object to the relocation option. Indeed, as I stated at the Law Advisory Council meeting, if the law school were relocated to Boise, I can imagine a move a few years down the road to open another law school on the Moscow campus to fill the intellectual and disciplinary void created by the relocation of the current law school.

Third, for this planning process to succeed in substantially improving the law school for the 21st century, it must have the full support of key constituents in Idaho. Among those—indeed, at the top of the list—are your president and provost. Since they object, for good reason, to the relocation approach, it ought not go forward.

Fourth, the removal of the law school from the Moscow campus will generate very hard feelings on the part of some alums, legislators, other community leaders and citizens. Even if their views are in the minority, the feelings will still be very hard and the divisions created will be very deep (and probably quite enduring.) In such circumstances, the support for the relocated law school would likely be at least somewhat impaired, perhaps substantially so.

Fifth, there are significant legal issues that may be raised in connection with the relocation alternative. Whatever the ultimate outcome, the legal battles will likely delay the implementation of the plans for the law school's new, 21st century role. And, those battles will fuel a continuing controversy that will probably affect support for the law school.

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October 27, 2007

PHASED DUAL CAMPUSES RESULTING IN A STATEWIDE LAW SCHOOL.

In my view, the law school should aspire, over the long-term, to operate one law school from two key locations in the state—Moscow and Boise. Moscow is key because it is the main campus of the University of Idaho, because it is an appropriate venue for service to northern Idaho, and because the history and traditions associated with the Moscow campus are an important part of the law school's strength. Boise is key because of its large population and need for services, because it is the seat of Idaho government, and because it is an appropriate venue for serving southern Idaho.

Operating a state-wide law school from two separate campuses is a novel concept and an excellent opportunity. There are only a few law schools that have embarked on multi-campus programs, only one of which—Penn State—is a public law school and none of which has, as you do, the statewide franchise on public legal education. This novelty is both a challenge and opportunity. While the law school has the opportunity to be a pioneer in establishing a model for statewide education and services, it will be challenged by the lack of precedents and models to draw on.

To establish a single law school at dual locations will require a long-term plan, the implementation of which will depend on procurement of substantial new resources. Such a plan should proceed when and to the extent that sufficient resources are available.

Among other resource issues, two deserve special mention. The first, of course, is money, both to support an appropriate operating budget for the multi-campus school and to provide the capital that will be necessary to build the facilities of the new campus and to upgrade the facilities of the existing campus. The second is future law students, who must be present in sufficient numbers to support the two campuses.

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With respect to money, your president is quite optimistic that a bold new law school initiative—for serving the entire state from Moscow and Boise—will receive additional legislative and philanthropic support. He also envisions working with the law school to develop an enrollment strategy (which might increase the number of non-resident law students, so long as all well qualified Idahoans have been served) and a tuition/fee structure that will bring new money to the state-wide law school.

With respect to potential law students, I think that there is a need to enlarge and strengthen the current applicant pool. The new campus should be helpful in this regard, since it will provide another (and for some, more attractive) location at which to study law. In addition, the new campus may also provide (depending on the outcome of faculty curricular discussions) a different sort of program—perhaps one that features part-time legal education and a curriculum that differs from that of the Moscow campus. This sort of program and location differentiation should help in deepening the applicant pool.

Also of assistance in deepening that pool will be more aggressive marketing and branding by the College of Law. There is great potential for significant progress in this area, since survey data indicate that most of the law school's students and applicants were not reached, prior to applying, by any of the law school's outreach efforts. To try to rectify this situation and tap into this marketing potential, you indicated at the Law Advisory Council meeting that you will consider adding a marketing director for the law school.

Success in deepening the pool will be essential, since the current pool is insufficient to support the expanded, multi-campus law school. Success in developing additional funds for operations and capital needs is also essential, since the current budgets are barely adequate to cover the needs of the existing law school. Indeed, any plans to expand the law school's presence must include funding to strengthen the Moscow campus as well.. For the expansion into Boise to be successful, the Moscow campus must be—and remain—strong.

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MOSCOW PLUS.

Until the resources—both monetary and human—are available to open a JD program at a second campus in Boise, I believe that the law school should continue to strengthen the Moscow-based program and expand its presence in Boise. One way to accomplish this is through the “Moscow Plus” approach outlined in the materials, which contemplates new resources for both Moscow and Boise. However, if the ultimate goal is to locate a JD program in both Moscow and Boise, the Moscow Plus approach should be reexamined to determine if it is an appropriate interim step towards this long-term goal. Since the Moscow Plus approach was intended to be a stand-alone approach, it may not work as a part of a different goal.

While I think that the Moscow Plus approach is thoughtful and well conceived, I do not think that it is as good as the Dual Location approach in facilitating the state-wide mission of the law school. For that reason, and because of the enthusiasm of your president, provost and advisory council for the Dual Location approach, I recommend that approach to you, subject to the availability of resources.

ACCREDITATION MATTERS.

As I said at the Law Advisory Council meeting, while accreditation matters are important, they should not drive the planning of 21st century legal education for the state of Idaho. Whatever challenges accreditation presents, your school will certainly meet them. However, you should know what the issues are, so that you can plan to meet them as you develop your long-term plan. Hence, let me close with a few paragraphs on American Bar Association Accreditation.

Because the University of Idaho College of Law is an ABA-accredited law school, before making any “major change” in its program or structure it must receive the ABA’s acquiescence. Standard 105 provides:

“Before a law school makes a major change in its program of legal education or organizational structure it shall obtain acquiescence of the Council for the change. . . . [A]cquiescence shall be granted only if the law school establishes that the change will not detract from the law school’s ability to meet the requirements of the Standards.

“ . . . If the proposed major change involves instituting a new full-time or part-time division . . . or opening a Branch or Satellite campus, the law school must also establish that the law school is in compliance with the Standards or that the proposed major change will substantially enhance the law school’s ability to comply with the Standards.”

Interpretation 105-1 provides that the sorts of major changes that require ABA acquiescence include starting a new full- or part-time JD program (as is contemplated in the “Dual Location” approach); opening a Branch or Satellite campus (to be discussed more fully below, but which the Dual Location and Moscow Plus approaches contemplate); or relocating the law school in a way that could result in substantial changes in the faculty, administration, student body or management of the school (which is certainly possible under the “Relocation” approach.). These matters are dealt with in subsections 1, 13, and 15, respectively, of Interpretation 105-1.

The procedure for obtaining the ABA’s acquiescence to a proposed major change is set forth in Rules 20(d) and 21 of the ABA’s Rules of Procedure. Among the requirements are the completion of a major change questionnaire, the submission of the school’s most recent self-study, an analysis of the effect of the proposed major change on the school’s compliance with the standards, and a site visit by the ABA to evaluate the school. In addition, Rule of Procedure 20(b)(3) sets forth additional requirements when seeking the ABA’s acquiescence in the opening of a “branch” campus, including a business plan for the new branch.

In addition to seeking ABA acquiescence in a major change, it may also be necessary to seek provisional and then full accreditation from the ABA for a new program, depending on the circumstances. The relevant rules for this analysis are Interpretation 105-2, Standards 106(4) and (15) and Rule of Procedure 20. These rules will be discussed, in turn, in connection with each of the possible approaches.

1. Dual Location Approach. Under this approach, a new JD program would be established in Boise. Under Standard 106(4), this would constitute a “branch” campus, since a student can earn all of the credit hours for a JD degree there. Under Interpretation 105-2 and Rule of Procedure 20(b)(3), the opening of a branch campus creates a new law school (in addition to the existing one), requiring provisional and full accreditation by the ABA for that new campus. Rule of Procedure 4 governs applications for provisional and full approval, requiring, among other things, financial statements, a site inspection questionnaire, a self-study, a feasibility study that addresses resource, programmatic and applicant pool sufficiency, and a site evaluation by the ABA.

2. Moscow Plus Approach. Under this approach, the law school would offer a full third year program in Boise. Assuming that it would be possible for a student to earn sixteen credit hours there, this would constitute a “satellite” campus under Standard 106(15). A satellite campus offering a third-year program is subject to the requirements of Interpretation 105-4, which specifies the sorts of resources and support that the satellite campus must provide. A satellite campus is not usually required to apply for provisional and full approval, as branch campuses are.

3. Relocation Approach. Under the relocation approach, the whole law school would move to Boise. While the ABA-acquiescence would be necessary under Standard 105, set forth above, it is possible that the law school could retain its existing accreditation, even though it has moved to a new location. Assuming that the faculty, student body, administration and academic program remained substantially the same, it is at least possible that the school would not be required to seek new accreditation.

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However, Procedural Rule 20(b) allows the Accreditation Committee to determine, based on factors listed in Rule 20(b)(2), that the relocation of a law school, or the opening of a branch campus, or the opening of a satellite campus, is in reality the closure of the existing law school and the opening of a whole new enterprise. If the Accreditation Committee were to make such a determination, the existing University of Idaho College of Law would be regarded as closing, to be replaced by a new relocated or multi-campus enterprise. In this circumstance, the whole new law school would be required to seek accreditation, as provided in Rule 20(b)(c).

If the Moscow campus remains substantially intact as the Boise enterprise is developed, I doubt that the Accreditation Committee would invoke its Rule 20(b) authority. However, as the process unfolds, it will be necessary to be in regular contact with the ABA's Consultant on Legal Education to ensure that he and his office provide support, rather than surprises. Knowing the Consultant as I do, I am sure that he and his staff will be very helpful to you as you move forward.

I hope that this letter is responsive to your needs. If not, or if you have questions or concerns, please let me know.

Best regards.

Very truly yours,

Richard J. Morgan

THE STATE OF IDAHO
SUPREME COURT



LINDA COPPLE TROUT
JUSTICE (Ret.)

SUPREME COURT BUILDING
P.O. BOX 83720
BOISE, IDAHO 83720-0101

October 29, 2007

Don Burnett
Dean, University of Idaho College of Law
PO Box 442321
Moscow, ID 83844-2321

Re: College of Law Advisory Council Recommendations

Dear Dean Burnett,

In my role as chair of the University of Idaho College of Law Advisory Council, I have been asked to send a letter memorializing the thoughts and recommendation of the Council as an outcome of our recent meeting in Moscow on October 22, 2007. We are well aware that the College of Law will celebrate its centennial in 2009, and is currently engaged in strategic planning for its "second century." The Law Advisory Council has been closely involved in this effort and is very grateful for the opportunity to participate in this process and to have its views considered.

Before discussing the recommendation of the Council, some introductory comments and thanks are appropriate. First of all, to the Dean and the faculty of the College of Law, we are very appreciative of the extraordinary efforts and hours devoted to this project. We congratulate all of you on your hard work throughout this past year in developing the strategic planning issues and in providing detailed, expert analyses of them. We also appreciate the data gathered by, and the insights received from, the consultants engaged by the College of Law. The depth and breadth of Dean Richard Morgan's experience gave us a national perspective on the strategic planning issues.

We also wish to thank President White, Provost Baker, and the other members of their leadership team for recognizing the importance of these issues, for participating in key discussions during the year, and for bringing their valuable perspectives to the Council meeting on October 22. Their participation on behalf of the Administration of the

University of Idaho helped to inform our discussions about the importance of the College of Law's presence on the University campus.

As a result of these meetings and discussions, we reaffirm that the College of Law is a critical part of Idaho's land-grant university and of the university community in Moscow. The University of Idaho's exclusive statewide mission in legal education, as prescribed by the Board of Regents/State Board of Education, is fundamentally important to – and an institutional responsibility of – the University. We are also mindful that the College of Law must continue to be responsive to the needs of the Idaho Bench and Bar as key members of our constituency.

In order to continue fulfilling its statewide mission, the University must take account of rapid growth and changes in Idaho, as well as emerging trends in American legal education. The status quo will not be adequate in the "second century" of the College of Law, as it prepares its students to provide guidance, advice and knowledge in an expanding global and highly complex environment. Students at the College of Law need and deserve an education which will provide a solid basis from which they can face a vast array of career and life challenges in Idaho as well as throughout the country.

With these considerations in mind, and after extensive thought and discussion, the Law Advisory Council recommends that the College of Law and the University of Idaho create, and take to the State Board, a proposal that expresses a bold vision of high-quality legal education in Idaho. This education should be delivered by the University of Idaho at Moscow and at Boise, with courses of study leading to the J.D. degree at both locations. The locations may offer different emphases within an overall curriculum shaped by a unified faculty in the College of Law, and administered as an integral part of the University of Idaho. Planning for the Boise location should include continued exploration of possible collaboration between the College and the Idaho Supreme Court in an "Idaho Law Learning Center."


In making this recommendation, the following conditions are critical to the Council's understanding and support:

- * The University Administration has committed its best efforts to provide, and will vigorously support the College of Law in obtaining, the resources necessary to achieve high quality at both the Moscow and Boise locations.
- * The College and the University will craft a business plan that addresses current and future needs of the College of Law at Moscow as well as needs at Boise.
- * The Boise location will be developed as a satellite or branch in phases consistent with accreditation standards, the overall adequacy of resources, and the depth and quality of the student applicant pool.

On behalf of the Law Advisory Council, I want to again extend our thanks and appreciation to the Dean, the law faculty, President White and the leadership team, for the time, effort and thought that have been devoted to this strategic planning process.

That effort has resulted, we believe, in the Council's ability to make a strong and thoughtful recommendation for the College of Law as it moves into its next century of providing an unparalleled legal education to its students. We are appreciative of having been included in the process and we stand ready to contribute in any way we can to assist in this bold and exciting vision for the University of Idaho.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Linda Copple Trout', written in a cursive style. The signature is positioned above the printed name 'Linda Copple Trout'.

Linda Copple Trout



Idaho State Bar

525 West Jefferson P. O. Box 895 Boise, Idaho 83701 PH: (208) 334-4500 FAX: (208) 334-4515

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December 18, 2007

Donald L. Burnett, Jr., Dean
University of Idaho College of Law
Moscow, Idaho 83843-2321

Re: Visiting Committee 2007 College of Law Visit

Dear Dean Burnett:

The Commissioners, ILF President Linda Judd, Brad Andrews, Diane Minnich and I appreciate the hospitality shown to us by the law school administration, faculty, staff and students during the 2007 law school visit. Again this year, it was a productive, informative and enjoyable time for us. As Visiting Committee members, we value the relationship between the bar and the law school and appreciate the effort devoted to planning the visit so it is beneficial to the law school and to the bar.

This letter serves to offer the Visiting Committee's comments and observations about the 2007 College of Law visit. The focus of most of the discussions this year was the future of the law school; specifically the decision to go forward and pursue the dual approach. As the Visiting Committee, we commend the leadership shown in this effort, by you, your colleagues, and the university administration.

Our overall impression of the meetings with the various groups is that those involved with the College of Law are supportive of the process that the law school has undertaken to determine what approach will best serve the legal education needs of the college of law, the university and the state. We sensed varying degrees of support from faculty and staff for the dual approach; however, most of the groups and individuals seem willing to move forward. President White and the Provost were both candid and supportive of the efforts to date and of the decision. As we discussed, the Commission will continue to monitor and assist with future planning by having Commissioner Newal Squyres on the Second Century Committee and Commissioner Dwight Baker serve as a liaison to the Law Advisory Council.

At the meeting with students, the primary questions and comments were about the admissions process and the students' observations about the decision to pursue the dual approach. The student's were generally supportive of the efforts of the law school to seriously consider the future best course of action. Due to the construction, the venue for this year's meeting with students created some challenges to having an open and informal discussion. Next year, in lieu of lunch, we would request that the schedule include a social event or mixer with the students rather than a meeting set up with a panel. This would give us the opportunity for more casual, one-on-one conversation with the students.

Again this year, we discussed the concept of establishing rules to allow UI College of Law Faculty to become members of the Idaho State Bar without taking the bar examination. Professor Alan Williams has provided a proposed rule to us, which we will review and consider for the 2008 resolution process. We appreciate Professor William's efforts to gather

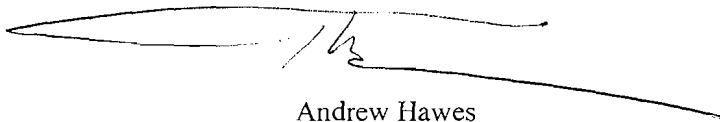
information about law faculty membership in other mandatory state bars to generate an appropriate proposal for the bar's consideration.

The tour of the building, the update on the construction projects, and the information provided by the various individuals and groups was helpful and interesting. We appreciate the opportunity to learn about what the law school, both faculty and students, are undertaking and the progress of the many programs, initiatives, groups, and individual efforts. Overall, we are impressed with the College of Law's many contributions to the quality of the practice of law in Idaho.

We offer our praise for the many hours of time, and the resources that have been devoted to determining how best to advance legal education in Idaho. We applaud the fact that a decision has been made regarding the future of the law school, and that the university is engaged and taking ownership of the decision. Making the decision is just a first step in a long process. The delivery of public legal education is an important issue. The quality of the Bar depends upon the ability of the University of Idaho College of Law to deliver quality legal education. After all, The Idaho State Bar and the University of Idaho College of Law share many common missions and goals. In addition, increasing the quality of legal education now is critical in order to assist new lawyers to take on the demands of the practice of law in the 21st century. We agree that the status quo is not acceptable and that the phase-two location approach would greatly enhance the effectiveness of the delivery of public legal education in Idaho. However, we concur with the Law Advisory Council in their October 29, 2007 recommendation that the ability of the University of Idaho to deliver on this bold vision will largely depend upon securing the resources necessary to achieve high quality at both the Moscow and Boise locations.

Again, thank you for the warm welcome we received from the College of Law administration, faculty, staff and students. The Idaho State Bar and Idaho Law Foundation value the relationship between the law school and the organized bar; it is beneficial to the students, bar members and the consumers of legal services in Idaho. As you need our assistance or expertise, certainly let us know.

Sincerely,



Andrew Hawes
ISB President

cc: UI President Tim White
UI Provost Doug Baker
Terrence White
Dwight Baker
Newal Squyres
Douglas Mushlitz
Linda Judd
Diane Minnich

Richard J. Morgan
9901 Trailwood Drive, Unit 2110
Las Vegas, Nevada 89134-5923
(702) 240-2465; (702) 858-6477
dick.morgan@hotmail.com

March 17, 2008

President Timothy P. White
The University of Idaho
P.O. Box 443151
Moscow, Idaho 83844-3151

Dean Donald Burnett
The University of Idaho
College of Law
P.O. Box 442321
Moscow, Idaho 83844-2321

Dear President White and Dean Burnett:

Thanks for the opportunity to review and comment on the document, entitled 'Let Our Minds Be Bold', that you will soon submit to the Idaho Board of Regents (State Board of Education) in connection with the College of Law's plan to improve its educational and community service for the 21st century. I believe that you, your colleagues and your constituents have produced an excellent document, one that reflects the hard work and hard thought that all of you have given to this matter over a period of years. You are to be commended not only for the excellence of the document, but for the excellence of the process that you used to garner ideas and criticism from the law school's many constituencies. Having played a role in that process, I believe that the current document is an appropriate response to the decision of the faculty, the law school and university administrations and the Law Advisory Council to seek to better serve Idaho in the 21st century through a single law school with degree, scholarly and community service programs at two locations, Moscow and Boise.

Of course, the decision to pursue the dual location approach was not made in a vacuum. It was preceded by substantial study, analysis and discussion of three alternatives, the other two of which were a possible relocation of the law school from Moscow to Boise; and an enhancement of law school activities in Boise (but not the creation of a degree program there), so that students would continue to do most of their work in Moscow, with some opportunities available in Boise.

The dual location approach, if appropriately funded and implemented, will provide substantial educational opportunities and community service in northern and southern Idaho; will better connect the College of Law to the seat of Idaho government in Boise; will continue the important role that the law school has played over the years in the life of the University of Idaho in Moscow; will provide opportunities for program differentiation between the Boise and

Moscow programs; will avoid substantial legal and community problems that might arise in connection with a relocation of the law school; and will take advantage of a unique opportunity to partner with the Idaho Supreme Court in bringing legal educational resources to the Treasure Valley. The dual location approach also provides an opportunity for the University of Idaho College of Law to provide a national model for serving an entire state through dual campuses of a single state law school.

Since last October, when I and the Law Advisory Council made our recommendations, you and your colleagues have made very substantial progress. In addition to developing a faculty consensus in favor of the dual location approach, subject to appropriate conditions pertaining to resources, you have produced and received comments on multiple drafts of the document which is the subject of this letter, and you are now ready to submit the final version of that document to the Idaho Board of Regents. In addition to reviewing the drafts and the final document, I have also reviewed several faculty comments, which I found to be very thoughtful.

Having reviewed the final document, I believe that sets forth an exciting and appropriate plan for the University of Idaho College of Law. Of course, it is also an ambitious plan, one that will require substantial new resources and a great deal of work on the part of the law school and its supporters. However, when implemented, the plan should produce substantial benefits for the State of Idaho.

I believe that the plan that is outlined in the accompanying document is reasonable and that it can be accomplished if the law school and its constituents work with the Board of Regents and Legislature to secure the needed resources. I base that belief in large part on the quality of the faculty and administration of the University of Idaho, which through its committees, administration and faculty discussions has developed this plan. These are the folks who best know Idaho's legal and education environment and needs; and their assessment of those needs and their willingness to use their talents to meet them suggest to me that the plan will be successful.

I hope that this letter is of some use to you and to the Board of Regents. It may be useful to consider this letter in connection with my earlier letter, dated October 27, 2007, in which I recommended the adoption of the dual location approach.

If you have questions or concerns, please feel free to call upon me. I look forward to following the progress of your bold proposal for better serving Idaho in the 21st century.

Very truly yours,

Richard J. Morgan

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

New Doctorate Program – Full Proposal – Ph.D., in Public Policy and Administration – Boise State University

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G. 4(a) and 5(a), Program Approval and Discontinuance
Section 33-107 (7) and 33-4005, Idaho Code
Role and Mission – Boise State University

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 (BSU) proposes to establish a new doctoral program leading to the degree of Doctor of Philosophy in Public Policy and Administration. Boise State University has the statewide mission for public policy and urban and regional planning, including Ph.D. degrees in public policy and public administration. The proposed Ph.D. program is also consistent with SBOE Institutional Role and Mission statement for BSU, including a primary emphasis on the social sciences and public affairs (among others), and an educational scope that includes select doctoral degrees and coordinated and externally funded research activities.

The proposed program is to be offered through the Department of Public Policy and Administration (DPPA) in the College of Social Sciences and Public Affairs in cooperation with other academic departments within the university. The program will be designed to prepare students for a variety of career choices including administration in public and nonprofit organizations; policy research in natural resource, environmental and other areas of public policy in government, nonprofits, advocacy groups, consulting organizations, as well as academic teaching/research positions.

The proposed program builds on a nationally accredited master's degree program in public administration, five regionally recognized program centers (Public Policy Center, Environmental Finance Center, Social Science Research Center, Energy Policy Institute, and Office of Conflict Management) that conduct public policy research and training services, and faculty members with special expertise in public policy and administration. Public administration is a broad

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discipline that encompasses a wide array of academic fields including political science, management, leadership, economics, history, criminal justice, health policy and several other administrative and public policy disciplines.

Boise State University operates at the center of public policy and administration in the State of Idaho. Boise is the state capital, the largest city, and the seat of the most populous county in Idaho. The southwest Idaho region is one of the fastest growing areas in the country, and with this growth and the escalating demands upon ever-limited resources comes advanced need for more rigorous public policy analysis. Boise is a center for a number of federal programs (nearly two-thirds of Idaho's land is owned by the federal government). There is a critical need for policy research and effective public administration in an area influenced to such a degree by private, public, and nonprofit organizations.

There are a number of trends in the field of public administration that will require highly qualified leaders in the field. Among these trends are the continuing delegation of federal government programs to the states and the contracting of public programs to nongovernmental actors such as nonprofit and private organizations. These trends will create a need for administrators who are able to deal with multiple issues and constituencies at a higher level of analytical and administrative sophistication. Administrators will not only have to administer new types of contracts but will also have to understand the principles of a representative democracy and the important distinction between private sector based models of efficiency and the public good. Further stresses upon policy makers that require greater knowledge and analytical sophistication include aging and archaic information systems that do not provide decision makers with usable information to respond to rapid change. As their environments become global and virtual, state and local government officials also face constituents who are more connected technologically and who evidence escalating service expectations.

The proposed Ph.D. in Public Policy and Administration at Boise State University will focus specifically on policy research – policy analysis and program evaluation. The focus on policy research is beneficial because (1) students will leave the program with analytical skills that are applicable to any policy area (e.g., public administration, health, social work, criminal justice, or education) and (2) substantive areas of emphasis can easily be expanded beyond the initial two areas: (a) environment, energy, and natural resources; (b) state and local government. Through strategic course selection in substantive existing disciplines at Boise State, students could earn a Ph.D. in Public Policy and Administration (gaining expertise in public administration as well as policy research) with a specialty in such areas as health, social work, criminal justice, economics, or the environment.

The University of Idaho presently has three Ph.D. programs each of which contains a component of policy. The University of Idaho programs begin from the perspective of a particular disciplinary focus – natural resources,

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environmental science, or water resources – and have strands relating to public policy issues. The proposed Boise State program will take a very different perspective: the focus will begin with public policy and administration and with the analysis, evaluation, and implementation of public policy, which are then applied to a range of disciplines, including, but not limited to, the environment. There is, of course, an intersection between two programs when one program applies policy analysis to a discipline and when one program involves a discipline examining policy implications. BSU's Public Policy program and UI's Natural Resources programs come at this intersection from fundamentally different foundations. The two different perspectives will be complementary, not competitive, and are likely to yield important opportunities for productive interaction between faculties.

This program was developed in response to a series of inquiries from within and outside the university seeking information on the possibility of doctoral education in public administration at Boise State. This interest echoes labor trends in Idaho. According to U.S. Census data, since 1990, Idaho experienced a 42.7% increase in overall labor force from 443,703 to 633,240. In 1990, 23.6% of that labor force was in executive, administrative, management or professional occupations. By 2000, this proportion rose to 27.2% of the overall labor force. The members of these occupational categories are most likely to seek advanced education to fulfill professional expectations. In specific terms, 104,782 Idahoans were categorized in these occupations and the proportion of Idahoans increased by 80.9% to 189,537 by 2000. This trend will continue as evidenced by the 15% increase in enrollment in the Masters of Public Administration (MPA) program since 2003. In the specific example of workplace succession in the public sector, the Office of State Controller provided a quick overview of the overall number of state employees by age group category in December 2007. More than half (67.3%) of all employees are aged 40 or more. Within ten years, approximately 43% of state employees will be retiring or within a few years of retirement. Although not all of these employees are administrators or analysts, there is a clear need not only for active career progression planning within the Idaho public sector, but also for the development of the staff who will move into these positions.

The Ph.D. will be delivered on the Boise State campus.

IMPACT

	FY 2010	FY 2011	FY 2012
Expenditures			
A. Personnel	\$539,367	\$720,820	\$799,627
B. Operating Expenditures	\$11,400	\$21,834	\$26,051
C. Capital Outlay	\$27,895	\$28,282	\$21,180
D. Physical Facilities	\$12,000	\$12,300	\$6,365
E. Indirect Costs	\$0	\$0	\$0
Total Expenditures	\$590,662	\$783,236	\$853,223

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Revenue			
A. Source of Funds			
1. Appropriated funds -- Reallocation	\$590,662	\$783,236	\$853,223
2. Appropriated funds -- New MCO	0	0	0
3. Federal funds	0	0	0
4. Other grants	0	0	0
5. Fees	0	0	0
6. Other:	0	0	0
Total Revenues	\$590,662	\$783,236	\$853,223
B. Nature of Funds			
1. Recurring*	\$563,662	\$755,936	\$839,358
2. Non-recurring**	\$27,000	\$27,300	\$13,865
Total Revenues	\$590,662	\$783,236	\$853,223

Personnel costs include (i) the addition of five new full-time faculty members, (ii) funds for a program director, and (iii) reallocation of faculty time to the new program. Much of the reallocated appropriated time reflects additional students in existing courses offered for existing programs, and this strategy minimizes impact on existing programs. The implementation of the new program requires additional operating expenses such as travel and materials and supplies.

Funding will come from a number of sources, including tuition and enrollment workload adjustments associated with enrollment growth, private donations, and grants and contracts.

ATTACHMENTS

Attachment 1 – Full Proposal and External Review Report

Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Boise State University (BSU) is bringing forward a Ph.D. in Public Policy and Administration with the following areas of emphasis: environmental policy and administration (with specializations in environment, energy, and natural resources) or state and local government policy and administration.

The University of Idaho (UI) has three Ph.D. programs in the areas of Environmental Sciences, Water Resources, and Natural Resources each containing a component of policy (see page 14 of full proposal). BSU and UI have held various discussions regarding the Public Policy and Administration program and those offered at UI to ensure that the proposed program will be complementary to the UI programs.

BSU's request to offer a new Ph.D. in Public Policy and Administration is consistent with their Statewide Mission and with their Eight-Year Plan for Delivery of Academic Programs in the Southwest Region for 2008-2009.

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The Council on Academic Affairs and Programs (CAAP) committee has reviewed the proposal and recommended approval at their April 3, 2008 meeting. IRSA and Board staff recommends approval as presented.

BOARD ACTION

A motion to approve the request by Boise State University to offer a Ph.D. in Public Policy and Administration.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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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 Social Sciences and Public Affairs

Name of College, School, or Division

Department of Public Policy and Administration

Name of Department(s) or Area(s)

A New, Expanded, Cooperative, Contract, or Off-Campus Instructional Program Leading to:

Ph.D. in Public Policy and Administration
(CIP 2000 44.0501)

Public Policy Analysis

Degree/Certificate & 2000 CIP

Not Applicable

Program Change, Off-Campus Component

Fall 2009

Proposed Starting Date

This proposal has been approved by:

Joe Pearson 2/21/08
Chief Fiscal Officer (Institution) Date

Mark Anderson 2/21/08
Chief Academic Officer (Institution) Date

Robert W. Koon 2/22/08
President Date

Chief Academic Officer (OSBE) Date

SBOE/OSBE Approval Date

Before completing this form, refer to "Board Policy Section III.G. Program Approval and Discontinuance.

1. Describe the **nature of the request**. For example, is this a request for a new on-campus program? Is this request for the expansion or extension of an existing program, or a new cooperative effort with another institution or business/industry or a contracted program costing greater than \$150,000 per year? Is this program to be delivered off-campus or at a new branch campus? Attach any formal agreements established for cooperative efforts, including those with contracting party(ies). Is this request a substantive change as defined by the NWASC criteria?

Boise State University proposes to establish a new doctoral program leading to the degree of Doctor of Philosophy in Public Policy and Administration. Doctoral students will be required to complete substantial graduate course work and a dissertation that demonstrates their ability to conduct successfully independent research of significant value for policy analysis or program evaluation in the public, nonprofit, or academic sectors.

Boise State University operates at the center of public policy and administration in the State of Idaho. Boise is the state capital, the largest city, and the seat of the most populous county in Idaho. The southwest Idaho region is one of the fastest growing areas in the country, and with this growth and the escalating demands upon ever-limited resources comes advanced need for more rigorous public policy analysis. Boise is a center for a number of federal programs (nearly two-thirds of Idaho's land is owned by the federal government). There is a critical need for policy research and effective public administration in an area influenced to such a degree by private, public, and nonprofit organizations.

Individuals who are bound to this region because of work commitments or the desire to live in the area have requested advanced educational opportunities in public policy research and public administration. Inquiries into a Ph.D. program in public policy and administration have come from a number of individuals:

- (1) those who want to continue their education beyond the MPA degree;
- (2) those who wish to use advanced education to further their careers in government through promotion or career change;
- (3) those who would like to further their education to prepare them for consulting with government and nonprofit organizations; and
- (4) those who want to teach or conduct policy research in an academic environment.

These demands reflect important trends in the field of public administration that will require highly qualified leaders in the field. Among these trends are the continuing "devolution" of federal government programs to the states and the phenomenon of the "hollow state" where public programs are no longer carried out by public employees, but are being contracted out to nongovernmental actors such as nonprofit and private organizations. This devolution will create a need for administrators who are able to deal with multiple issues and constituencies at a higher level of analytical and administrative sophistication. Administrators will not only have to administer new types of contracts but will also have to understand the principles of a representative democracy and the important distinction between private sector based models of efficiency and the public good. Further stresses upon policy makers that require greater knowledge and analytical sophistication include aging and archaic information systems that do not provide decision makers with usable information to respond to rapid change. As their environments become global and virtual, state and local government officials also face constituents who are more connected technologically and who evidence escalating service expectations.

This program will be delivered on the main campus of Boise State University. This request for a PhD in Public Policy and Administration establishes a new degree program that extends existing, established fields of study previously reported and evaluated. As such, this is not a substantive change for a Level II institution per NWCCU guidelines.

2. **Quality** – this section must clearly describe how this institution will ensure a high quality program. It is significant that the accrediting agencies and learned societies which would be concerned with the particular program herein proposed be

named. Provide the basic criteria for accreditation and how your program has been developed in accordance with these criteria. Attach a copy of the current accreditation standards published by the accrediting agency.

The following measures will ensure the high quality of the proposed program:

Regional Institutional Accreditation. Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).

Disciplinary Accreditation. No doctoral accreditation mechanism currently exists specific to public policy and public administration programs. However, this proposed program is founded upon a long-standing, successful graduate program in public administration. The Commission on Peer Review and Accreditation of the National Association of Schools of Public Affairs and Administration (NASPAA) has accredited the MPA program since 1996.

Program Review. Internal program evaluations will take place periodically as part of the departmental and programmatic review process conducted by the Office of the Provost at Boise State University. This process requires a detailed self study (including outcome assessments) and a comprehensive review and site visit by external evaluators.

Graduate College. The program will adhere to all policies and procedures of the Graduate College, which is assigned broad institutional oversight of all graduate degree and certificate programs.

Department of Public Policy and Administration. Admission will be highly selective and students will be supervised carefully by a committee established to guide them through the course work, comprehensive exam, oral defense of the comprehensive exam, dissertation proposal, and ultimately the completion of a dissertation that reflects original research that advances policy and/or public administration scholarship.

Advisory Council. An advisory council for the Ph.D. program will be established to ensure that the program maintains the highest standards. This advisory board will be composed of representatives from the public sector, nonprofit and academic communities. The Department of Public Policy and Administration will work with this advisory council to establish and maintain a program that addresses the demands of public policy development and administration while maintaining the appropriate academic rigor for doctoral level work.

Further, if this new program is a doctoral, professional, or research, it must have been reviewed by an external peer-review panel (see page 7, "Guidelines for Program Review and Approval). A copy of their report/recommendations must be attached.

A copy of the external review report and the response offered by the Department of Public Policy and Administration is attached.

- a. Curriculum – describe the listing of new course(s), current course(s), credit hours per semester, and total credits to be included in the proposed program.

Doctoral students must complete 74 credits. Of these credits, seven classes designate the Public Policy and Administration Core, the majority of which are exclusive to doctoral students. In addition, doctoral students complete a rigorous nine-credit methodology sequence with emphasis on both quantitative and qualitative research. Beyond the regular Public Policy and Administration core and methods sequence, students select twelve credits from one of two emphasis areas - Environmental Policy and Administration or State and Local Government Policy and Administration. The student will also complete six additional credits of graduate-level electives in consultation with their supervisory committee. This curriculum design provides a foundational knowledge and central set of competencies, but also grants flexibility for students

to pursue specific policy areas and draw upon course work from other graduate programs throughout Boise State and other Idaho postsecondary institutions.

Proposal: Ph.D. in Public Policy and Administration

Core/Elective Requirements	Credits
Public Policy and Administration Core PUBADM 501 – Public Policy Process..... 3 PUBADM 503 – Research Methods in Public Administration..... 3 PUBADM 504 – Public Budgeting and Financial Administration..... 3 PUBADM 6xx – Philosophy of Social Inquiry..... 3 PUBADM 6xx – Philosophical and Practical Foundations of Governance..... 3 PUBADM 6xx – Administration and the Study of Public Policy..... 3 PUBADM 6xx – Advanced Techniques in Policy Research 3	21
Methods Sequence PUBADM 5xx – Qualitative Analysis and Methodology..... 3 PUBADM 5xx – Intermediate Quantitative Analysis and Methodology..... 3 AND 3 credits from PUBADM 5xx – Survey Research..... 3 PUBADM 5xx – Policy Analysis..... 3 PUBADM 5xx – Program Evaluation 3 GEOG 560 – Introduction to Geographic Information Systems..... 3	9
Areas of Emphasis (Select one area – 12 credit hours) <u>Environmental Policy and Administration</u> PUBADM 6xx – Seminar in Environmental Policy and Administration AND 9 credits from PUBADM 540 – Contemporary Issues in Natural Resource and Environmental Policy PUBADM 541 – Environmental Regulatory Policy and Administration PUBADM 542 – Science, Democracy and the Environment PUBADM 543 – Public Land Resource Policy and Administration PUBADM 5xx – Energy in the West PUBADM 5xx – Energy Policy DISPUT 5xx – Conflict Management in Environment, Natural Resource and Energy Policy <u>State and Local Government Policy and Administration</u> PUBADM 6xx – Seminar in State and Local Government Policy and Administration AND 9 credits from PUBADM 520 – Community and Regional Planning PUBADM 530 – Administrative Law and Regulation PUBADM 550 – The Executive and the Administrative Process PUBADM 5xx – Information Technology and Public Policy PUBADM 5xx – Economics and Public Policy PUBADM 5xx – Introduction to Nonprofit Management and Collaboration PUBADM 5xx – Policy Implementation and Practice DISPUT 501 – Human Factors in Conflict Management (1 credit) DISPUT 502 – Negotiation Theory and Practice (1 credit) DISPUT 503 – Conflict Intervention Method (1 credit) DISPUT 5xx – Conflict Analysis	12

Electives – (with supervisory committee approval)	6
Comprehensive Examination PUBADM 600 Assessment - Ph.D. Comprehensive Exam (Pass/Fail)..... 4 Dissertation Proposal PUBADM 600 Assessment - Ph.D. Dissertation Proposal (Pass/Fail)..... 4 Culminating Activity PUBADM 693 Dissertation (Pass/Fail)..... 18	26
Total Credit Hours	74

DISPUT – Dispute Resolution

GEOG – Geography

PUBADM – Public Administration

DISPUT 501 HUMAN FACTORS IN CONFLICT MANAGEMENT (1-0-1) (F). The course presents communication theories to assist managers understanding, analyzing, and managing conflict. The course focuses on the causes of conflict and includes the influence of style on conflict. The course is pragmatic as well as theoretical.

DISPUT 502 NEGOTIATION THEORY AND PRACTICE (1-0-1) (F). The successful manager in professional settings is involved in a variety of negotiation activities. The tactics, strategies, and operations of effective and ineffective bargaining/negotiation behaviors will be presented. The course develops negotiator skills and knowledge leading to collaborative based action and solutions.

DISPUT 503 CONFLICT INTERVENTION METHODS (1-0-1) (F). This course overviews the various contexts of third party intervention into conflict: facilitation, public involvement processes, mediation and arbitration, and develops skills at first level supervisor/manager intervention into employee conflicts.

DISPUT 5xx – CONFLICT MANAGEMENT IN ENVIRONMENT, NATURAL RESOURCE AND ENERGY POLICY (3-0-3) (F/S). Public and private interests in environmental, natural resource, and/or energy policy often clash. The course examines processes to manage larger scale issues, the roles of government and private entities in these conflicts, and case studies of regional interest.

DISPUT 5xx – CONFLICT ANALYSIS (3-0-3) (F/S). Conflict Analysis procedures, negotiation strategies, and conflict settlement processes are examined, including negotiated rulemaking, consensus building, mediation, and court-annexed processes.

GEOG 560 INTRODUCTION TO GEOGRAPHIC INFORMATION SYSTEMS (GIS) (2-2-3) (F/S). Designed for graduate students without a background in geographic information systems, or GIS who wish to use these techniques in their research. Introduces the student to GIS concepts and principles.

PUBADM 501 PUBLIC POLICY PROCESS (3-0-3)(F/S). Process of policy-making, both within an agency and within the total governmental process, emphasizing policy and program planning, policy implementation and the value system of administrators.

PUBADM 503 RESEARCH METHODS IN PUBLIC ADMINISTRATION (3-0-3)(F/S). An introduction to quantitative and qualitative data analysis with an emphasis on using descriptive and inferential statistics as tools in both public policy analysis and public program analysis. The use of quantitative analysis to support management decision making is examined. Computers, especially microcomputers, will be used in the analysis of quantitative data. PREREQ: PUBADM 500

PUBADM 504 PUBLIC BUDGETING AND FINANCIAL ADMINISTRATION (3-0-3)(F/S). Determination of fiscal policy, budgeting processes, and governmental forms of budgeting. Consideration of fiscal policy and processes in various program areas. Emphasis on the interface between technical and political processes.

PUBADM 520 COMMUNITY AND REGIONAL PLANNING (3-0-3)(F/S). A study of the theories, objectives, techniques, and problems of governmental planning within cities, metropolitan areas, and regions, as well as at the national level of government in the United States. A discussion of the planning profession and the politics of planning.

PUBADM 530 ADMINISTRATIVE LAW AND REGULATION (3-0-3)(F/S). Sources of power and duties of administrative agencies, rules and regulations made by agencies through investigation and hearings, judicial decisions and precedents relating to administrative activities.

PUBADM 540 CONTEMPORARY ISSUES IN NATURAL RESOURCE AND ENVIRONMENTAL POLICY AND ADMINISTRATION (3-0-3)(F/S). Examines current and topical issues and controversies in natural resource and environmental policy from the perspective of public policy and public administration.

PUBADM 541 ENVIRONMENTAL AND REGULATORY POLICY AND ADMINISTRATION (3-0-3)(F/S). Examines aspects of environmental regulatory politics and policy. Topics examined include the politics of regulation, pollution and energy policy, and intergovernmental environmental management.

PUBADM 542 SCIENCE, DEMOCRACY AND THE ENVIRONMENT (3-0-3)(F/S). Examines the role of science and scientists in the formation of U.S. environmental policy making. Special attention is given to the tension between elite and democratic forms of decision making.

PUBADM 543 PUBLIC LAND AND RESOURCE POLICY AND ADMINISTRATION (3-0-3)(F/S). Examines the major issues, actors, and policies affecting the public lands and resources of the United States. Special attention is paid to the processes, institutions, and organizations that influence how public land policy and resource policy is made.

PUBADM 550 THE EXECUTIVE AND THE ADMINISTRATIVE PROCESS (3-0-3) (F/S). This course covers the powers and responsibilities of elected and appointed executives in the public sector. Concepts examined in the class include leadership and management, executive roles, management theories and styles, relationships with the separate branches of government and other actors in the political environment. The unique position of the executive between politics and administration and the relevant activities in policy formation through implementation form the basis of discussion.

PUBADM 5XX QUALITATIVE ANALYSIS AND METHODOLOGY (3-0-3) (F/S). Interviews, observation, focus group methods examined in relation to planning and public administration. Other topics include communication skills in terms of writing, presentation, interpersonal dialogue, and group process.

PUBADM 5XX INTERMEDIATE QUANTITATIVE ANALYSIS AND METHODOLOGY (3-0-3) (F/S). Elementary distribution theory, statistical inference, and an introduction to multiple regression. Emphasis on practical applications. PREREQ: PUBADM 503 or PERM/INST.

PUBADM 5XX – SURVEY RESEARCH (3-0-3) (F/S). This course addresses the theoretical and practical nexus between public policy and public opinion and the role that surveys play in that relationship. Students will engage directly in survey research. Topics include survey design, implementation, sampling, data collection, follow-up, analysis, and ethical considerations. PREREQ: PUBADM 503 or PERM/INST.

PUBADM 5XX – PUBLIC POLICY ANALYSIS (3-0-3) (F/S). This class will provide an introduction to policy analysis, policy tools, and factors shaping the utilization of policy analysis. A significant portion of the course will be spent in learning and applying analytical techniques. PREREQ: PUBADM 503 or PERM/INST.

PUBADM 5XX – PROGRAM EVALUATION (3-0-3) (F/S). Exploration of issues related to evaluation research and design with particular attention to design and critique of process, outcome, and impact evaluations and the utility of evaluation in performance monitoring. PREREQ: PubAdm 503 or equivalent.

PUBADM 5XX ENERGY POLICY (3-0-3) (F/S). Exploration of the key issues in the development of major energy policy choices in the U.S. with attention also paid to issues with international ramification.

PUBADM 5XX ENERGY IN THE WEST (3-0-3) (F/S). Examines the major issues and policy choices surrounding water resources and energy development in the United States and elsewhere. Special attention is paid to the interaction between energy development and water resources in the western United States and North America.

PUBADM 5XX INFORMATION TECHNOLOGY AND PUBLIC POLICY (3-0-3) (F/S). Examines implications of information technology for policy making and policy analysis as well as the management of knowledge and information in and between organizations.

PUBADM 5XX ECONOMICS OF PUBLIC POLICY (3-0-3) (F/S). Contributions of economic analysis to the justification, design, and implementation of economic policy, especially as it relates to the market economy and the benefits and costs associated with government intervention.

PUBADM 5XX POLICY IMPLEMENTATION AND PRACTICE (3-0-3) (F/S). Examines mechanisms, assumptions and measurement issues surrounding various forms of public policy implementation including the use of direct service delivery by public organizations, collaborative systems and the use of for-profit and nonprofit organizations.

PUBADM 5XX INTRODUCTION TO NONPROFIT MANAGEMENT AND COLLABORATION (3-0-3) (F/S). The course examines the implementation of public policy through nongovernmental organizations. Students will gain a general understanding of the history of philanthropy in selected nations and will explore the various social, economic, and political assumptions that found contemporary cross-sector delivery systems.

PUBADM 6XX PHILOSOPHY OF SOCIAL INQUIRY (3-0-3) (F/S). Exploration of epistemological and normative issues involved in social science and public policy research.

PUBADM 6XX PHILOSOPHICAL AND PRACTICAL FOUNDATIONS OF DEMOCRATIC GOVERNANCE (3-0-3) (F/S). Examines political, social, economic, and administrative theories that have shaped democratic government and its institutions and processes. Topics include prominent writings in both political and public administration theory.

PUBADM 6XX ADMINISTRATION AND THE STUDY OF PUBLIC POLICY (3-0-3) (F/S). The course combines an overview of the field of public administration with an introduction to the range of research foci pertinent to the study of public policy and its administration. A practical orientation for the beginning researcher includes development and refinement of technical oral and written communication skills through the preparation of research critiques, research proposals including dissertation prospectus, and proposals for research funding. PREREQ: PERM/INST.

PUBADM 6XX ADVANCED TECHNIQUES IN POLICY RESEARCH (3-0-3) (F/S). Direct application of quantitative and qualitative analysis to contemporary and emerging local, regional, state, national, comparative policy questions. Students are expected to work on selected policy research projects with identified public, private or nonprofit organizations. PREREQ: PERM/INST.

PUBADM 6XX SEMINAR IN ENVIRONMENTAL POLICY AND ADMINISTRATION (3-0-3) (F/S). Examines the major issues, policy choices and actors in current environmental and natural resource policy. Attention is centered upon, but not limited to, U.S. policies and issues.

PUBADM 6XX SEMINAR IN STATE AND LOCAL GOVERNMENT POLICY AND ADMINISTRATION (3-0-3) (F/S). Examines current issues in state and local governance, with some particular attention paid to Western U.S. and state of Idaho issues and policies.

PUBADM 600 ASSESSMENT (Comprehensive Examination) (0-0-1). Culminating assessment comprising a comprehensive examination to evaluate the depth and breadth of knowledge in Public Policy and Administration. Graded Pass/Fail.

PUBADM 600 ASSESSMENT (Dissertation Proposal) (0-0-1). Presentation of background, objectives, scope, methods and timeline of proposed dissertation research. Graded Pass/Fail.

PUBADM 693 DISSERTATION (0-0-V) Original research and analysis of results culminating in the preparation of a dissertation. Graded Pass/Fail.

- b. Faculty – include the names of full-time faculty as well as adjunct/affiliate faculty involved in the program. Also, give the names, highest degree, rank and specialty. In addition, indicate what percent of an FTE position each faculty will be assigned to the program. Are new faculty required? If so, explain the rationale including qualifications.

The following table reflects the anticipated faculty participation by FY12.

A&S – College of Arts and Sciences
SSPA – College of Social Sciences and Public Affairs
COMM – Department of Communications
DPPA – Department of Public Policy and Administration
GEOS – Department of Geosciences
POLS – Department of Political Science
PPC – Public Policy Center

Regular Faculty	College & Department	Expertise	Teaching Responsibility in the Program
New Faculty #1, PhD Professor/Director	SSPA - DPPA	Public Administration Policy: Public Finance	30% FTE
New Faculty #2, PhD Asst. Prof.	SSPA - DPPA	Public Administration Research Methodology/open policy focus	40% FTE
New Faculty #3, PhD Assoc. Prof.	SSPA - DPPA	Public Administration Research Methodology/open policy focus	40% FTE
New Faculty #4, PhD Asst. Prof.	SSPA - DPPA	Public Administration Policy: Economic Development	40% FTE
New Faculty #5, PhD Asst. Prof.	SSPA - DPPA	Public Administration Policy: open policy focus	30% FTE
Leslie Alm, PhD Professor	SSPA - DPPA	Public Administration Policy: Natural/Environmental Resources	30% FTE
John Freemuth, PhD Professor	SSPA - POLS	Public Administration Policy: Natural/Environmental Resources	20% FTE
Elizabeth Fredericksen, PhD, Assoc. Prof	SSPA - DPPA	Public Administration Policy: HR, Ethics, Implementation	20% FTE
Suzanne McCorkle, PhD Professor	SSPA – DPPA	Public Administration Policy: Conflict/Disput Resolution	30 % FTE

Richard Kinney, PhD Professor	SSPA - POLS	Public Administration Policy: Budgeting	10% FTE
Greg Hill, PhD Asst. Professor	SSPA - DPPA	Public Administration Policy: Organization Administration, Policy Analysis, Program Evaluation	35% FTE
Susan Mason, PhD Asst. Professor	SSPA - POLS	Public Administration Policy: Urban	20% FTE
Stephanie Witt, PhD Professor /PPC Director	SSPA - DPPA	Public Administration Policy: State/Local, HR, Implementation	30% FTE
David Solan, PhD Energy Policy Institute Asst. Professor	SSPA - DPPA	Public Administration Policy: Energy	30% FTE
TBA, PhD, Energy Policy Institute, Director	SSPA - DPPA	Public Administration Policy: Energy	10% FTE
Ross Burkhardt, Ph.D. Assoc. Professor	SSPA - POLS	International Relations Policy: Conflict/Disput Resolution	5% FTE
Lori Hausegger, PhD Asst. Professor	SSPA - POLS	Law and Legal Studies Policy: Judicial Decision Making	5% FTE
Brian Wampler, PhD Asst. Professor	SSPA - POLS	Comparative Government Policy: Comparative Public Adm	5% FTE
David Wilkins, PhD Assoc. Professor	A & S - GEOS	Geographic Information Systems	5% FTE

In addition, we anticipate inclusion of a post-doc to teach two courses each year (20% FTE) and provide active applied research effort in work with doctoral students through the affiliated policy centers. Since policy-based research must reflect the most current trends and perspectives, the nine adjunct faculty anticipated by FY12 (45% FTE) will provide policy specific courses as well as handle existing graduate coursework in the accredited Masters in Public Administration program to free regular faculty to supervise research and respond to emerging policy issues of immediate and urgent interest to decision makers at all level of government and in the public, private and nonprofit economic sectors.

c. Student – briefly describe the students who would be matriculating into this program.

Students matriculating into the doctoral program will be a mix of part and full time students who demonstrate the cognitive and analytical capacity for doctoral level study and research. These students will have four potential goals for this degree. 1) to continue education beyond the MPA degree for personal achievement; 2) to use advanced education to further their career in government through promotion or career change; 3) to acquire further education in preparing for consulting with nonprofit, government or business and industry; or 4) to teach or conduct policy research in an academic environment. Given the policy research focus of this program, the majority of matriculates are likely to use the advanced education to further their career or to prepare for consulting opportunities though students who seek additional education out of personal interest or who are inclined to work in an academic setting are anticipated. The latter scenario may be increasingly likely with the expanded community college opportunities in the region.

d. Infrastructure support – clearly document the staff support, teaching assistance, graduate students, library, equipment and instruments employed to ensure program success.

Personnel. The PhD in Public Policy and Administration will be administered by a program director who is a faculty member appointed at a minimum of associate level. Existing faculty affiliated with the Departments of Public Policy and Administration, Geosciences, and Political Science will participate to varying degrees. Five additional faculty are proposed in the PhD budget along with administrative support staff. Reflecting the heightened research activity, this proposed budget also includes designated Policy Center professional staff and a post doc.

Graduate Assistants. Funding for four graduate students each year is proposed for this PhD in Public Policy and Administration. Additional graduate assistants will be funded through anticipated grant and contract activity.

Library. The Albertsons Library at Boise State has done an outstanding job of acquiring periodicals, books/monographs and databases to support the accredited MPA program and these materials, along with those available because of the Library's designation as a government archive, provide a base. Additional funding is proposed to expand holdings related to the emphasis areas of Natural Resources/Environment and State/Local Government.

Equipment. Policy research requires information and the capacity to extract, analyze, and manage large quantities of data. Thus, the emphasis in this proposed program must be upon faculty and library/data resources, and included in the budget are funds to purchase several high capacity computers. Affiliated personnel anticipate updating equipment as needed through ongoing grant and contract activity.

e. Future plans – discuss future plans for the expansion or off-campus delivery of the proposed program.

Presently there are no plans to expand the proposed program beyond that described herein.

3. **Duplication** – if this program is unique to the state system of higher education, a statement to that fact is needed. However, if the program is a duplication of an existing program in the system, documentation supporting the initiation of such a program must be clearly stated along with evidence of the reason(s) for the necessary duplication..

Describe the extent to which similar programs are offered in Idaho, the Pacific Northwest and states bordering Idaho. How similar or dissimilar are these programs to the program herein proposed?

The proposed Ph.D. in Public Policy and Administration at Boise State University will focus specifically on policy research – policy analysis and program evaluation. The focus on policy research is beneficial because (1) students will leave the program with analytical skills that are applicable to any policy area (e.g., public administration, health, social work, criminal justice, or education) and (2) substantive areas of emphasis can easily be expanded beyond the initial two areas: (a) environment, energy, and natural resources; (b) state and local government. Through strategic course selection in substantive existing disciplines at Boise State, students could earn a Ph.D. in Public Policy and Administration (gaining expertise in public administration as well as policy research) with a specialty in such areas as health, social work, criminal justice, or economics.

The University of Idaho has three PhD programs each of which contains a component of policy. The PhD in Environmental Sciences has “policy and law” as one of its options, the PhD in Water Resources has “law, management, and policy” as one of its focus areas, and the PhD in Natural Resources program has several faculty members with policy interests. The University of Idaho programs begin from the perspective of a particular disciplinary focus – natural resources, environmental science, or water resources – and have strands relating to public policy issues. The proposed Boise State program is based upon its long-standing, nationally-accredited Masters in Public Administration program, and will take a very different perspective: the focus will begin with public policy and administration and with the analysis, evaluation, and implementation of public policy, which are then applied to a range of disciplines, including, but not limited to, the environment. There is, of course, an intersection between two programs when one program applies policy analysis to a discipline and when one program involves a discipline examining policy implications. But BSU's Public Policy program and UI's Natural Resources programs come at this intersection from fundamentally different foundations. The two different perspectives will be complementary, not competitive, and are likely to yield important opportunities for productive interaction between our faculties.

From a more closely aligned disciplinary focus, the University of Idaho also offers a Ph.D. in political science and Idaho State University offers a doctor of arts (D.A.) in political science. Although these might be more

similar than the comparison with the Environmental Sciences, Water Resources and Natural Resources, there are substantial differences between doctoral degrees in political science and those in public policy and administration. Political science degrees tend to be more theoretical and general, whereas the public administration degrees generally have a greater applied focus.

Ph.D. programs in political science with emphasis in public administration and/or public policy are offered at the University of Utah, Washington State University, and the University of Nevada, Reno. Other programs at universities in the West include a Ph.D. program in public administration at the University of Southern California, a Ph.D. in public administration at the University of Arizona, a Ph.D. in public affairs at the University of Colorado at Denver, a Ph.D. program in public policy and management at the University of Washington, and a Ph.D. in public administration and policy at Portland State University. Some of the most notable universities in the country offer a Ph.D. in public administration, including Harvard University, Northeastern University, University of Maryland, Carnegie Mellon University, University of Chicago, George Mason University, and Virginia Commonwealth University.

Enrollment and Graduates By Institution for the Proposed Program
(i.e., number of majors or other relevant data)

Last three years beginning with the current year and the 2 previous years

Institution	Relevant Enrollment Data			Number of Graduates		
	Current 2006-07 (estimate)	Previous Year 2005-06	Previous Year 2004-05	Current 2006-07 (estimate)	Previous Year 2005-06	Previous Year 2004-05
BSU PhD in Public Policy (proposed)	Proposed			Proposed		
CSI						
EITC						
ISU D.A. in Political Science	20	Unavailable	Unavailable	4	0	2
LCSC						
NIC						
UI PhD in Political Science	6	3	3	Unavailable	1	1

Degrees offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU PhD in Public Policy and Administration	Doctoral	governance (both domestic and global), ethics, modes of decision making, management, leadership, public policy management, management in urban setting, urban policymaking, comparative public administration, health, finance	Proposed specializations: (1) environment, energy and natural resources; (2) state and local government. These two areas of specialization were chosen because they are directly applicable to policy and administration in Idaho and the West and currently serve as the two specializations in the accredited Master of Public Administration Program
CSI			
EITC			
ISU Doctor of Arts in Political Science (D.A.)	Doctoral		Intended for students interested in careers in teaching political science; specialty areas of American politics and two additional specialty areas from fields of public law, political theory,

			comparative/international politics, and public administration
LCSC			
NIC			
UI PhD in Political Science	Doctoral		General doctorate in political science with interests in voting studies, state and local government, policies for developing states, American foreign policy, and biomedical policy

4. **Centrality** – documentation ensuring that program is consistent with the Board’s policy on role and mission is required. In addition, describe how the proposed program relates to the Board’s current Statewide Plan for Higher Education as well as the institution’s long-range plan.

According to the statewide missions in higher education assigned by the State Board of Education (SBOE), Boise State University has statewide responsibility for public policy and urban and regional planning, including Ph.D. degrees in public policy and public administration (8-Year Plan for Delivery of Academic Programs, two-year update approved 8/10/06, page 6). The proposed Ph.D. program is also consistent with the SBOE Institutional Role and Mission statement for the university, including a primary emphasis on the social sciences and public affairs (among others), and an educational scope that includes select doctoral degrees and coordinated and externally funded research activities.

The proposed Ph.D. program aligns with the university strategic plan (Charting the Course, 2006). Specifically, the program promotes excellence in teaching, research, and service to address major social and political issues, in line with the major components of the strategic plan to provide academic excellence (engaging students in community-based learning), public engagement (linking the university’s academic mission with community partners), vibrant culture (embracing inclusiveness, diversity, and effective stewardship), and exceptional research (graduate programs that have application locally, regionally, and globally). In this regard, the program will balance the theoretical and applied natures of its associated disciplines to meet the needs of student and community constituents.

The proposed program is to be offered through the Department of Public Policy and Administration (DPPA) in the College of Social Sciences and Public Affairs in cooperation with other academic departments within the university. The program will be designed to prepare students for a variety of career choices including administration in public and nonprofit organizations; policy research in natural resource, environmental and other areas of public policy in government, nonprofits, advocacy groups, consulting organizations, as well as academic teaching/research positions. The proposed program builds on a nationally accredited master’s degree program in public administration, five regionally recognized program centers (Public Policy Center, Environmental Finance Center, Social Science Research Center, Energy Policy Institute, and Office of Conflict Management) that conduct public policy research and training services, and faculty members with special expertise in public policy and administration. Public administration is a broad discipline that encompasses a wide array of academic fields including political science, management, leadership, economics, history, criminal justice, health policy and several other administrative and public policy disciplines. The Ph.D. program will utilize carefully selected courses and faculty from other disciplines at the University that are appropriate to the focus of the program.

5. **Demand** – address student, regional and statewide needs.
- Summarize the needs assessment that was conducted to justify the proposal. The needs assessment should address the following: statement of the problem/concern; the assessment team/the assessment plan (goals, strategies, timelines); planning data collection; implementing data collection; dissemination of assessment results; program design and on-going assessment. (See the Board’s policy on outcome assessment.)

The Department of Public Policy and Administration and Boise State University began to develop this proposal in 2000 in response to a series of inquiries from within and outside the university. Increased interest in advanced education in public policy and public administration was prompted by recognition of the values of an MPA in general and the overall quality of the accredited MPA at Boise State. Nineteen separate inquiries in the previous three years came from working professionals seeking information on the possibility of doctoral education in public administration at Boise State. This interest echoes labor trends in Idaho. According to U.S. Census data, since 1990, Idaho experienced a 42.7% increase in overall labor force from 443,703 to 633,240. In 1990, 23.6% of that labor force was in executive, administrative, management or professional occupations. By 2000, this proportion rose to 27.2% of the overall labor force. The members of these occupational categories are most likely to seek advanced education to fulfill professional expectations. In specific terms, 104,782 Idahoans were categorized in these occupations and the proportion of Idahoans increased by 80.9% to 189,537 by 2000. This trend will continue as evidenced by the 15% increase in enrollment in the MPA program since 2003. In the specific example of workplace succession in the public sector, the Office of State Controller provided a quick overview of the overall number of state employees by age group category in December 2007. More than half (67.3%) of all employees are aged 40 or more. Within ten years, approximately 43% of state employees will be retiring or within a few years of retirement. Although not all of these employees are administrators or analysts, there is a clear need not only for active career progression planning within the Idaho public sector, but also for the development of the staff who will move into these positions.

Need for Policy Research. Administrators and legislators throughout Idaho call for more specific and timely information for their use in determining the best use of resources to accomplish public goals. A prime example of this occurred when the Office of the State Controller provided the information for use in considering workplace succession. Controller staff noted that it is not possible to consider education or training levels in the information systems available for public personnel policy analysis. In addition, there are so many variations of class/occupational code and position titles that projecting progression and succession is nearly impossible. Inadequate information systems introduce inefficiencies into government and frustrate both public employees who seek to do their jobs and the citizens they serve. This is exactly the type of issue that skilled policy analysts can help address.

Need for Doctoral Education in Policy Research per MPA Alumni. Of the 336 alumni of the MPA program at Boise State, 82.1% reside in Idaho and 66.1% live in the Treasure Valley. These MPA alumni came from a variety of undergraduate majors and pursued the MPA because of its broad employment potential across the public, private and nonprofit economic sectors and the degree to which public administration curriculum encompasses a variety of policy and disciplinary interests. Of the 122 MPA alumni for whom undergraduate data is available, MPA alumni report the following distribution of undergraduate interests:

- 31.1% Political Science/Public Administration
- 21.3% Science and/or Engineering
- 22.1% Social Sciences
- 11.5% Business and/or Economics
- 9.0% Liberal and/or Fine Arts
- 4.1% Recreation and/or Planning
- 0.8% Education

Ongoing Assessment. The doctoral program will replicate the rigorous pre/post program assessment in the MPA program where input is gathered at the beginning and end of the student program to consider necessary curriculum and policy revision. Information to hone the curriculum will be gathered from student course evaluations, supervisory committee observations and ongoing discussions with community members and the advisory board.

- b. Students – explain the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution.

In addition to the inquiries described in the preceding section, MPA alumni were surveyed in late 2007 to assess their interest in pursuing a doctorate at Boise State University. Logically, MPA graduate would be most interested in advanced education in public administration or public policy and would have the most familiarity with the quality of the instruction and research in the Department of Public Policy and Administration. With a 22.3% response rate from 336 MPA alumni, 53 respondents indicated great interest in pursuing a doctorate in public policy and administration from Boise State University. Of these 53 affirmations, 37 indicated a desire to begin the program by FY10 or sooner. Of the 53 affirmations, 17 indicated that they would want to enroll as full time doctoral students, while 36 indicated preferring part time status in a structure similar to the existing MPA program.

Differentiate between the projected enrollment of new students and those expected to shift from other program(s) within the institution.

We project new enrollment of a cohort of six students each year (four full time and two part time). We presume that full time students will enroll for twelve credits per semester and part time students will enroll for six credits each semester. We anticipate no enrollment shift from other doctoral programs at Boise State.

- c. Expansion or extension – if the program is an expansion or extension of an existing program, describe the nature of that expansion or extension. If the program is to be delivered off-campus, summarize the rationale and needs assessment.

The Ph.D. in Public Policy and Administration builds upon long-standing, successful, nationally recognized undergraduate and graduate education provided in the College of Social Sciences and Public Affairs through the Department of Public Policy and Administration and the Department of Political Science. The Ph.D. will be delivered on campus using a full time, traditional graduate education model to supplement the existing part time Masters in Public Administration and the anticipated Masters in Community and Regional Planning.

6. Resources – fiscal impact and budget

On this form, indicate the planned FTE enrollment, estimated expenditures, and projected revenues for the first three fiscal years (FY) of the program. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reflect explanations of subsequent pages. If the program is a contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).

I. PLANNED STUDENT ENROLLMENT¹

	FY <u>10</u>		FY <u>11</u>		FY <u>12</u>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	<u>5.0</u>	<u>6</u>	<u>10.0</u>	<u>12</u>	<u>15.0</u>	<u>18</u>
B. Shifting enrollments	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total	5.0	6	10.0	12	15.0	18

¹Student FTE is computed by dividing the total number of student credits generated in an academic year by 24. Projected FTE based upon estimated head count of six new doctoral students enrolled each year. Of these six, we project enrollment of four full time and two part time students.

II. EXPENDITURES

	FY <u>10</u>		FY <u>11</u>		FY <u>12</u>	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs²						
1. Faculty	<u>2.80</u>	<u>\$193,528</u>	<u>3.90</u>	<u>\$261,693</u>	<u>4.55</u>	<u>\$305,171</u>
2. Administrators	<u>0.40</u>	<u>\$ 38,000</u>	<u>0.40</u>	<u>\$ 39,140</u>	<u>0.40</u>	<u>\$ 40,314</u>
3. Adjunct faculty ³	<u>0.30</u>	<u>\$ 5,071</u>	<u>0.30</u>	<u>\$ 5,224</u>	<u>0.45</u>	<u>\$ 12,105</u>
4. Graduate/instructional Assistants ⁴	<u>4.00</u>	<u>\$ 80,000</u>	<u>4.00</u>	<u>\$ 82,400</u>	<u>4.00</u>	<u>\$ 84,872</u>
5. Research personnel ⁵	<u>1.00</u>	<u>\$ 60,000</u>	<u>1.80</u>	<u>\$ 93,800</u>	<u>1.80</u>	<u>\$ 96,614</u>
6. Support personnel	<u>1.00</u>	<u>\$ 30,000</u>	<u>2.00</u>	<u>\$ 55,900</u>	<u>2.00</u>	<u>\$ 57,577</u>
7. Fringe benefits ⁶	<u>N/A</u>	<u>\$118,435</u>	<u>N/A</u>	<u>\$167,614</u>	<u>N/A</u>	<u>\$187,172</u>
8. Other: GA Tuition/Fees	<u>N/A⁷</u>	<u>\$ 14,333</u>	<u>N/A</u>	<u>\$ 15,049</u>	<u>N/A</u>	<u>\$ 15,802</u>
Total FTE Personnel And Costs	<u>9.50</u>	<u>\$539,367</u>	<u>12.40</u>	<u>\$720,820</u>	<u>13.20</u>	<u>\$799,627</u>

² Salary and stipend increases in Table II.A are estimated at 3% per year.

³ Adjunct faculty costs estimated using FY08 step 2 designation of \$885 per credit as a base. The base estimate is \$2,665 per adjunct per 3-credit class with a 3% increase each year subsequent to the FY08 base. Required adjuncts: FY10 - 6; FY11 - 6; FY12 - 9.

⁴ Graduate assistants will not teach in the proposed doctoral program. Graduate assistants are not included as instructional personnel in section 6.a. instructional personnel tables.

⁵ Research personnel include the professional staff assigned to the policy research center beginning in FY10 and the post doc assigned as 0.80 to policy research center beginning in FY11.

⁶ Personnel fringe benefits are proportionally higher as a percentage of salary/wage as personnel compensation decreases given the fixed nature of medical insurance. Fringe benefits for personnel earning in excess of \$50,000/yr are estimated at an average rate of 35% of salary/wage. Fringe benefits for personnel earning less than \$50,000/yr are estimated at an average rate of 44% of salary/wage. Fringe benefits for graduate students are estimated at 4% of stipend.

⁷ Total tuition and fees for graduate assistants are listed for an academic year; tuition and fee increases are estimated at 5% per year using a tuition/fee base of \$6,500 from the 2007-08 academic year.

	FY <u>10</u>	FY <u>11</u>	FY <u>12</u>
B. Operating expenditures			
1. Travel	\$ 5,500	\$ 10,000	\$ 11,500
2. Professional services	\$ 1,000	\$ 1,000	\$ 1,000
3. Other services	0	0	0
4. Communications	\$ 720	\$ 1,440	\$ 1,800
5. Utilities	0	0	0
6. Materials & supplies	\$ 3,680	\$ 8,894	\$ 11,251
7. Rentals	0	0	0
8. Repairs & maintenance	0	0	0
9. Materials & goods for manufacture & resale	0	0	0
10. Miscellaneous (Recruitment materials)	\$ 500	\$ 500	\$ 500
Total Operating Expenditures:	\$ 11,400	\$ 21,834	\$ 26,051
	FY <u>10</u>	FY <u>11</u>	FY <u>12</u>
C. Capital Outlay			
1. Library resources	\$ 12,895	\$ 13,282	\$ 13,680
2. Equipment	\$ 15,000	\$ 15,000	\$ 7,500
Total Capital Outlay:	\$ 27,895	\$ 28,282	\$ 21,180
D. Physical facilities Construction or major Renovation <i>and other one-time office expenses</i>	\$ 12,000	\$ 12,300	\$ 6,365
E. Indirect costs (overhead) <i>No unusual IC expected</i>	0	0	0
GRAND TOTAL EXPENDITURES:	\$590,662	\$783,236	\$853,223

III. REVENUES

	FY <u>10</u>	FY <u>11</u>	FY <u>12</u>
A. Source of funds			
1. Appropriated funds -- Reallocation – MCO	<u>\$590,662</u>	<u>\$783,236</u>	<u>\$853,223</u>
2. Appropriated funds -- New – MCO	<u>0</u>	<u>0</u>	<u>0</u>
3. Federal funds	<u>0</u>	<u>0</u>	<u>0</u>
4. Other grants	<u>0</u>	<u>0</u>	<u>0</u>
5. Fees	<u>0</u>	<u>0</u>	<u>0</u>
6. Other: _____	_____	_____	_____
GRAND TOTAL REVENUES:	<u>\$590,662</u>	<u>\$783,236</u>	<u>\$853,223</u>

	FY <u>10</u>	FY <u>11</u>	FY <u>12</u>
B. Nature of Funds			
1. Recurring*	<u>\$563,662</u>	<u>\$755,936</u>	<u>\$839,358</u>
2. Non-recurring** ⁸	<u>\$ 27,000</u>	<u>\$ 27,300</u>	<u>\$ 13,865</u>
GRAND TOTAL REVENUES:	<u>\$590,662</u>	<u>\$783,236</u>	<u>\$853,223</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.

⁸ Non-recurring funding required for equipment located under capital outlay and for one-time office expenses that include items such as desk, chair, phone line and related expenses.

a. Faculty and Staff Expenditures

Project for the first three years of the program, the credit hours to be generated by each faculty member (full-time and part-time), graduate assistant, and other instructional personnel. Also indicate salaries. After total student credit hours, convert to an FTE student basis. Please provide totals for each of the three years presented. Salaries and FTE students should reflect amounts shown on budget schedule.

The proposed doctorate will require additional courses and faculty effort to supervise doctoral student course work, comprehensive examinations, and dissertation research. Salaries projected FY10 to FY12 reflect an estimated 3% annual increase for personnel.

FY10 Instructional Personnel

Name/Rank	Annual Salary	FTE Assignment	Program Salary Dollars	Projected Student Credit Hours	Student FTE
TBA Asst Professor DPPA	\$ 50,000	0.30	\$ 15,000	12	0.50
TBA, Director & Professor DPPA	\$ 95,000	0.30	\$ 28,500	12	0.50
Leslie Alm, Professor DPPA	\$ 88,003	0.30	\$ 26,401	12	0.50
John Freemuth, Professor DPPA	\$ 67,749	0.15	\$ 10,162	6	0.25
Patricia Fredericksen, Assoc Professor DPPA	\$ 55,640	0.20	\$ 11,128	9	0.375
Suzanne McCorkle, Professor DPPA	\$ 75,484	0.30	\$ 22,645	12	0.50
Richard Kinney, Professor DPPA	\$ 68,224	0.10	\$ 6,822	6	0.25
Greg Hill, Asst Professor DPPA	\$ 47,778	0.30	\$ 14,333	12	0.50
Susan Mason, Asst Professor DPPA	\$ 48,256	0.15	\$ 7,238	6	0.25
Stephanie Witt, Center Director & Professor DPPA	\$ 99,234	0.30	\$ 29,770	12	0.50
David Solan, EPI Asst Professor DPPA	\$ 50,470	0.30	\$ 15,141	6	0.25
TBA, EPI Director DPPA	\$ 63,860	0.10	\$ 6,386	3	0.125
TBA, Ph.D. Adjunct	\$ 16,902	0.30	\$ 5,071	12	0.50
TOTAL	\$ 826,600	3.10	\$ 198,598	120	5.00

FY11 Instructional Personnel

Name/Rank	Annual Salary	FTE Assignment	Program Salary Dollars	Projected Student Credit Hours	Student FTE
TBA Asst Professor DPPA	\$ 51,500	0.35	\$ 18,025	21	0.875
TBA Asst Professor DPPA	\$ 51,500	0.35	\$ 18,025	21	0.875
TBA, Assoc Professor DPPA	\$ 69,525	0.40	\$ 27,810	24	1.00
TBA, Director & Professor DPPA	\$ 97,850	0.30	\$ 29,355	24	1.00
Leslie Alm, Professor DPPA	\$ 90,643	0.30	\$ 27,193	24	1.00
John Freemuth, Professor DPPA	\$ 69,781	0.20	\$ 13,956	9	0.375
Patricia Fredericksen, Assoc Professor DPPA	\$ 57,309	0.20	\$ 11,462	9	0.375
Suzanne McCorkle, Professor DPPA	\$ 77,749	0.30	\$ 23,325	18	0.75
Richard Kinney, Professor DPPA	\$ 70,271	0.10	\$ 7,027	6	0.25
Greg Hill, Asst Professor DPPA	\$ 49,211	0.35	\$ 17,224	18	0.75
Susan Mason, Asst Professor DPPA	\$ 49,704	0.15	\$ 7,456	6	0.25
Stephanie Witt, Professor DPPA	\$ 102,211	0.30	\$ 30,663	24	1.00
David Solan, EPI Asst Professor DPPA	\$ 51,984	0.30	\$ 15,595	12	0.50
TBA, EPI Director DPPA	\$ 65,776	0.10	\$ 6,578	6	0.25
TBA, Post Doc	\$ 40,000	0.20	\$ 8,000	6	0.25
TBA, Ph.D. Adjunct	\$ 17,412	0.30	\$ 5,224	12	0.50
TOTAL	\$1,012,426	4.20	\$ 266,917	240	10.0

FY12 Instructional Personnel

Name/Rank	Annual Salary	FTE Assignment	Program Salary Dollars	Projected Student Credit Hours	Student FTE
TBA, Asst Professor DPPA	\$53,045	0.30	\$15,914	24	1.00
TBA, Asst Professor DPPA	\$53,045	0.40	\$21,218	27	1.125
TBA, Asst Professor DPPA	\$53,045	0.40	\$21,218	27	1.125
TBA, Assoc Professor DPPA	\$71,611	0.40	\$28,644	33	1.375
TBA, Director & Professor DPPA	\$100,786	0.30	\$30,236	33	1.375
Leslie Alm, Professor DPPA	\$93,362	0.30	\$28,009	30	1.25
John Freemuth, Professor DPPA	\$71,875	0.20	\$14,375	15	0.625
Patricia Fredericksen, Assoc Professor DPPA	\$59,028	0.20	\$11,806	15	0.625
Suzanne McCorkle, Professor DPPA	\$80,081	0.30	\$24,024	24	1.00
Richard Kinney, Professor DPPA	\$72,379	0.10	\$7,238	9	0.375
Greg Hill, Asst Professor DPPA	\$50,688	0.35	\$17,741	18	0.75
Susan Mason, Asst Professor DPPA	\$51,195	0.20	\$10,239	15	0.625
Stephanie Witt, Professor DPPA	\$105,277	0.30	\$31,583	30	1.25
David Solan, EPI Asst Professor DPPA	\$53,544	0.30	\$16,063	18	0.75
TBA, EPI Director DPPA	\$67,749	0.10	\$6,775	12	0.50
Ross Burkhart, Assoc Professor Political Science	\$69,294	0.05	\$3,465	3	0.125
Lori Hausegger, Asst Professor Political Science	\$53,752	0.05	\$2,688	3	0.125
Brian Wampler, Asst Professor Political Science	\$52,019	0.05	\$2,601	3	0.125
David Wilkins, Assoc Professor Geosciences	\$61,897	0.05	\$3,095	3	0.125
TBA, Post Doc	\$41,200	0.20	\$8,240	6	0.25
TBA, Ph.D. Adjunct	\$26,901	0.45	\$12,105	12	0.50
TOTAL	\$1,341,773	5.00	\$317,276	360	15.00

Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.

Infrastructure is necessary to support policy research and to grow grants and contracts for analysis and program evaluation. Commonly, federal program grants require a percentage of the budget to be devoted to external program evaluation. Unfortunately, little capacity exists to conduct this research for federal, state, and local agencies and nonprofit organizations charged with engaging it. Expansion of this infrastructure allows the University to offer this service, provides doctoral students with applied research experience, strengthens the ability of Idaho's government agencies and nonprofit organizations to acquire funding, and aids policy makers in making decisions about the effectiveness of programs.

RESEARCH SUPPORT PERSONNEL FY 10

Name/Position/Rank	Annual Salary	FTE Assignment	Program Salary	% Annual Salary to Program
TBA, Professional Staff, <i>Applied Research</i>	\$60,000	1	\$60,000	100%

RESEARCH SUPPORT PERSONNEL FY 11

Name/Position/Rank	Annual Salary	FTE Assignment	Program Salary	% Annual Salary to Program
TBA, Professional Staff, <i>Applied Research</i>	\$61,800	1	\$61,800	100%
TBA, Post Doc, <i>Applied Research</i>	\$40,000	0.8	\$32,000	80%

RESEARCH SUPPORT PERSONNEL FY 12

Name/Position/Rank	Annual Salary	FTE Assignment	Program Salary	% Annual Salary to Program
TBA, Professional Staff, <i>Applied Research</i>	\$63,654	1	\$63,654	100%
TBA, Post Doc, <i>Applied Research</i>	\$41,200	0.8	\$32,960	80%

b. Administrative Expenditures

Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program

The proposed doctorate will require administrative work by the Ph.D. director and will require program coordination with the Masters in Public Administration, the proposed Masters in Community and Regional Planning, the Community and Regional Planning graduate certificate and the Conflict Management graduate certificate. An administrative assistant and an additional office specialist will assist in clerical duties required by the program along with an additional professional staff member and post doc associated with the Center for Public Policy (salary and FTE details regarding research personnel are in tables within the preceding section III.B.a.). The following tables show details. Administrative salaries are estimated to increase at 3% per year as in the instructional personnel and research support personnel tables in the preceding section.

ADMINISTRATIVE PERSONNEL FY10

Name/Position/Rank	Annual Salary	FTE Assignment	Program Salary	% Annual Salary to Program
TBA, Ph.D. Director	\$95,000	0.4	\$38,000	40%
TBA, Administrative Assistant	\$30,000	1.0	\$30,000	100%

ADMINISTRATIVE PERSONNEL FY11

Name/Position/Rank	Annual Salary	FTE Assignment	Program Salary	% Annual Salary to Program
TBA, Ph.D. Director	\$97,850	0.4	\$39,140	40%
TBA, Administrative Assistant	\$30,900	1.0	\$30,900	100%
TBA, Office Specialist	\$25,000	1.0	\$25,000	100%

ADMINISTRATIVE PERSONNEL FY12

Name/Position/Rank	Annual Salary	FTE Assignment	Program Salary	% Annual Salary to Program
TBA, Ph.D. Director	\$100,786	0.4	\$40,314	40%
TBA, Administrative Assistant	\$31,827	1.0	\$31,827	100%
TBA, Office Specialist	\$25,750	1.0	\$25,750	100%

- c. Operating Expenditures (travel, professional services, etc.) Briefly explain the need and cost for operating expenditures.

Projected operating expenditures include funds for travel, professional services, communication, materials/supplies and student recruitment. Travel is estimated at \$1,500 per new faculty line, post doc, and professional staff member along with \$1000 for the four graduate students for attendance/presentation at research and policy conferences. Professional services will include printing and graphics. An estimated \$120 in communication charges per faculty, graduate student, research staff and administrative staff for the pertinent FY (FY10 – 6 individuals, FY11 – 12 individuals; FY12 – 15 individuals). Materials and supplies including necessary software are projected to increase from an estimated \$3680 in FY10 to \$11,251 in FY12. Recruitment materials including brochures and other informational pieces will be developed and distributed to interested policy makers, likely employers and potential students.

- d. Capital Outlay

(1) Library resources

- (a) Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? If not, explain the action necessary to ensure program success.

In preparation for the doctoral proposal, library staff evaluated public policy and public administration needs. Although the Boise State library's resources have grown substantially, staff identified seven additional periodicals, and two additional databases that would be critical along with ongoing needs for books and monographs.

- (b) Indicate the costs for the proposed program including personnel, space, equipment, monographs, journals, and materials required for the program.

The following projected costs were provided by library staff. The budget presumes 3% inflation on costs for FY10 through FY12. Costs by resources are estimated for FY10:

\$5000 per year for books/monographs

Periodicals:

- \$773/yr - *Financial Accountability and Management*
- \$479/yr - *Public Performance and Management*
- \$661/yr - *Review of Public Personnel Administration*
- \$90/yr - *Counties*
- \$1,007/yr - *Municipal Finance Review*
- \$270/yr - *Public Affairs Quarterly*
- \$120/yr - *State Politics and Policy Quarterly*

Databases:

- \$3495/yr - ENVIROneBase: Environmental Resources Online
- \$1000/yr - Human Population and Natural Resource Management

- (c) For off-campus programs, clearly indicate how the library resources are to be provided.

No off-campus programs are anticipated.

(2) Equipment/Instruments

Describe the need for any laboratory instruments, computer(s), or other equipment. List equipment, which is presently available and any equipment (and cost) which must be obtained to support the proposed program.

Budget projections include \$2,500 each for full time personnel by year. No inflationary increase was budgeted for equipment.

(3) Facilities

Office space for new faculty and staff will be available in a new building scheduled for occupancy in FY11. Existing facilities will be used during FY10.

e. Revenue Sources

- (1) If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

The reallocation of existing appropriated funding is derived from faculty FTE assigned to the PhD in Public Policy and Administration (see instructional personnel tables in section III. B. a.). The number of new faculty lines described in this proposal was derived from a careful analysis of a projected MPA/PhD schedule of courses through FY15. Additional rotations and/or sections of MPA core and existing MPA emphasis and elective classes will be offered when necessary to meet the increased demand from the anticipated MCRP and

projected demand by PhD students. Additionally, the budget reflects an adjusted workload beginning FY11 for existing faculty and the requisite new faculty necessary for instructional supervision of doctoral students and the escalated research expectations of doctoral faculty. This presumes that all planning classes and administrative release for the direction of the existing planning certificate courses will become the responsibility of any new faculty hires associated with the proposed MCRP.

- (2) If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

New funding will be required for this program to grow to its full capacity. That funding will be developed from a number of sources, including tuition and enrollment workload adjustments associated with enrollment growth, private donations, grants and contracts, and possible future budget requests to the legislature. We are not certain at this time if we will need to ask the State Board for new legislative funding for FY10, and therefore, we have not listed any required funding in the budget section III.A.2. Revenue, Source of Funds, Appropriated Funds- New MCO, but instead have listed the entire sum of required funding in section III.A.1. Revenue, Source of Funds, Appropriated Funds- Reallocation-MCO. Boise State is deeply committed to securing the funding necessary for this program, and recognizes that further reallocation may be necessary.

- (3) Describe the federal grant, other grant(s), special fee arrangements, or contract(s) to fund the program. What does the institution propose to do with the program upon termination of those funds?

Boise State does not expect a decrease in grant/contract funding to the Department of Public Policy and Administration. With the additional of a doctoral program focused upon applied research and the commensurate additions to research and instructional personnel in the Department of Public Policy and Administration and its affiliated centers, Boise State anticipates that this department will continue to generate external funding and will increase grant/contract work beyond current levels.

Site Visit Report

Reviewing the proposal for Doctor of Public Policy and Administration

**Department of Public Policy and Administration
College of Social Sciences and Public Affairs Administration
Boise State University
Boise, Idaho**

Site visit occurred during February 6-8, 2008

Site Visit Team:

Dr. Craig W. Shinn and Dr. Eric Herzik

FINAL REPORT

February 11, 2008

SECTION I. INTRODUCTION

A. Summary of site visit activities

1. Site Visit Team
 - a. Dr. Craig W. Shinn, Portland State University
 - b. Dr. Eric Herzik, University of Nevada
2. Dates of the site review: February 7-8, 2008
3. The site visit schedule: See attached.

B. Summary of basic facts about the degree under review, the lead academic unit responsible for administration of the degree and larger institution.

1. Boise State University, the largest of Idaho's four-year public universities, operates, at the center of public policy and administration in the State of Idaho. BSU is charged by the Idaho State Board of Education with responsibility for public policy and urban and regional planning administration. Boise is the state capital, the largest city and the seat of the most populous county in Idaho.
2. The PhD in Public Policy and Administration (CIP 2000 44.0501) Public Policy Analysis, the degree under review, is a proposed degree new to BSU. However, the Master of Public Administration degree program is long standing, widely respected regionally and accredited by the National Association of Schools of Public Policy and Administration.
3. The Department of Public Policy and Administration in the College of Social Sciences and Public Affairs will be the lead academic unit responsible for administration of the degree. Other academic units, i.e. Political Science, College of Health Sciences, etc. and research and service units, i.e. Center for Public Policy, etc. are cooperators in the delivery of this degree and the PPA PhD is seen as an initiative of the larger Social Science College and Graduate College.

C. Organization of report

1. Background for the review, mission of Department, College and University, mission, values and goals relevant to design of degree
2. Item by item review of proposal with findings, analysis and conclusions
3. Commendations and recommendations

SECTION II. BACKGROUND AND MISSION

Mission

Boise State University proposes a new doctoral program leading to the degree of Doctor of Philosophy in Public Policy and Administration. The program is offered through the Department of Public Policy and Administration (DPPA) in the College of Social Sciences and Public Administration. The proposal clearly falls within the mission of the University as outlined by the State Board of Education and as articulated in the 8-year Plan for delivery of Academic Programs and the institution's strategic plan (Charting the Course 2006).

The proposed degree program builds upon the long established and successful Master's of Public Administration (MPA) degree offered through the DPPA. The MPA degree is unique within the state and the proposed DPA will also avoid any overlap with existing programs at other Idaho institutions of higher education.

During the site visit we took special note of the enthusiasm and support given the program from all sectors of the University. DPPA faculty have given considerable thought to program specifics (i.e. curriculum) and resource needs (i.e. graduate assistantships, faculty workload). Upper level administrators have been fully engaged in discussions of necessary personnel support (i.e. new faculty hires), workload expectations and even physical resource planning (i.e. moving into the new CESED building.) A meeting with community leaders and with academics outside of DPPA showed similarly high levels of support and enthusiasm for the new program. Indeed, if there is any potential problem in terms of support it is that so many parts of the potential policy community both on and off-campus are clamoring to participate and contribute students to the emerging degree.

Justification and Need

As the preceding sentence suggests, there is more than adequate demand and need for the proposed program. The proposal documents growth patterns within the state and demands from state and local governmental agencies regarding the need for highly trained policy analysts. This data was expanded in individual meetings with community leaders. In fact, areas of need beyond those identified in the proposal (i.e. Health Administration and Criminal Justice) became evident during the course of the site visit. The proposal, if anything, understates the potential for demand of graduates from the program and the range of analytic areas within the state that the program might effectively serve. As discussed below, there are areas of opportunity that need to be better addressed in the proposal. The proposal is also too modest in terms of projecting student cohort numbers given the stated demand observed during the site visit.

SECTION III. SECTION BY SECTION REVIEW OF PROPOSAL

Proposal Section number:

1. Describe the **nature of the request**. For example, is this a request for a new on-campus program? Is this request for the expansion or extension of an existing program, or a new cooperative effort with another institution or business/industry or a contracted program costing greater than \$150,000 per year? Is this program to be delivered off-campus or at a new branch campus? Attach any formal agreements established for cooperative efforts, including those with contracting party(ies). Is this request a substantive change as defined by the NWASC criteria?

The proposal adequately describes the nature of the request for a new doctoral degree program leading to the Doctor of Philosophy in Public Policy and Administration. The proposal addresses the general demand and purpose of the degree in a manner consistent with the strengths of Boise State University, the College and the Department of Public Policy and Administration and addresses the target student population. The site visit team found that the degree will be delivered on the main campus of BSU and while it does establish a new degree and will demand new resources it extends existing fields well established at the graduate level in the department of PPA at BSU. According to senior administrators at BSU because of the academic fields to be used for this new degree are well established the proposal is not a substantive change for a Level II institution per NWCCU guidelines.

2. **Quality** – this section must clearly describe how this institution will ensure a high quality program. It is significant that the accrediting agencies and learned societies which would be concerned with the particular program herein proposed be named. Provide the basic criteria for accreditation and how your program has been developed in accordance with these criteria. Attach a copy of the current accreditation standards published by the accrediting agency.

The site visit review team found that the proposal was accurate in describing the means by which the Department of Public Policy and Administration will ensure the high quality of the proposed program. There is no accreditation process of PhD programs in public administration and policy. However, the Master in Public Policy program which is the major graduate degree offered by the department is accredited and is currently undergoing reaccreditation with the National Association of Schools of Public Policy and Administration. Similarly, Boise State University is in good standing with its regional accreditation body, the Northwest Commission on Colleges and Universities (NWCCU). Boise State University's current proposal calls for program review at all levels of the university during development, on going Graduate College oversight and establishment of an advisory council. These steps all suggest to the site review team that mechanisms are in place to ensure the program will be of high quality in its design and initial implementation.

NOTE: This is the external review report required by the Idaho State Board of Education

- a. Curriculum – describe the listing of new course(s), current course(s), credit hours per semester, and total credits to be included in the proposed program.

The curriculum design included in the proposal for the doctoral degree reflects course work and requirements common among other Public Administration and Policy PhD programs. The segmentation of the curriculum into a common core, methods, and specialization fields for course work and then examination and dissertation research is common among doctoral programs. The two specialization fields envisioned for the initial offering of the degree, environmental policy and state and local government, reflect areas of department and university strength.

The proposed curriculum is appropriate but needs better clarification in creating a clearer distinction from the existing MPA. Professional master's degrees are largely coursework driven and less theoretically and methodologically developed than doctoral degrees. However, theoretical and methodological rigor is not a function of more coursework. The current proposal, with 54 credits of didactic instruction is on the high side of any such comparable program. The demand for coursework and credit attainment might actually detract from the development of those specialized theoretical and analytical skills that mark a doctoral program and which are often achieved outside the confines of formal classroom instruction. The site review team suggests that the 12 credits of electives found in the proposal might be better shifted to credits directed towards preparation of comprehensive examinations and the dissertation.

In developing the detailed content of the CORE 600 level courses the site review team recommends that faculty consider several factors including socialization of incoming students to doctoral studies, imparting signature "BSU" PPA values or orientation toward public policy research, and engaging students in the emerging scholarly culture. Similarly, the site review team recommends that faculty monitor the development of content in the methods courses and the sequencing of such courses to meet the myriad of needs implied in the design of this degree.

- b. Faculty – include the names of full-time faculty as well as adjunct/affiliate faculty involved in the program. Also, give the names, highest degree, rank and specialty. In addition, indicate what percent of an FTE position each faculty will be assigned to the program. Are new faculty required? If so, explain the rationale including qualifications.

The site review team finds the faculty accomplished, capable and fully ready to engage in doctoral level program delivery. The university has a flexible load policy that will allow faculty most involved with delivery of the doctoral program to accommodate changes in time allocation to research. The proposal adequately reflects the need for additional faculty resources to meet the increase capacity needs of the new program while maintaining excellence in existing programs.

As with all doctoral programs, the Department should anticipate an asymmetrical involvement of faculty in the doctoral program based on the specializations identified, the interests of anticipated students and the nature of differences in scholarly agenda among faculty. While faculty interest and support of the proposal is high, the site review team noted awareness on the part of the most likely to be involved faculty that working with

doctoral students would be different than current work with MPA students. We recommend that faculty work together to intentionally develop a PPA doctoral program culture that establishes norms for faculty –doctoral student engagement; expectations among faculty for involvement in both the doctoral program and the MPA program, processes for involving non-DPPA faculty in the PPA doctoral program, etc. A PhD program director should be identified early and take some responsibility for mentoring existing and new faculty regarding faculty roles in the doctoral program.

To underscore, the existing faculty is of high quality and perfectly competent to deliver the doctoral program as design. As additional faculty are added as proposed, care should be taken to ensure that capacity and competency are added in relationship to the program design. In particular, a faculty member with competency in environmental policy with a background in environmental economics, and an understanding of the American political economy and complementary methodological skills (non-market valuation, modeling, econometrics, etc.) would be appropriate.

The site review team was impressed by the abundance of complementary faculty resources available in other academic units, i.e. political science, communications, health sciences and found that the proposal reflects the willingness of such faculty to engage in the PPA doctoral program. The site review team found that at the faculty level and at the administration level there was a common understanding of the “low walls’ between units and an intent to further existing traditions of collaboration in support of this proposed degree. The site review team finds that the level of collaboration, the low administrative barriers to collaboration and the expressed interest in collaboration is a unique strength of BSU.

The review team found that faculty included in the proposal as participating do in fact see themselves as likely to participate. The proposal adequately reflects existing faculty resources and identifies the needs for new faculty resources.

c. Student – briefly describe the students who would be matriculating into this program.

The proposal focuses on describing the student most likely to matriculate into the doctoral program. The proposal suggests that local full time students who are prepared with existing masters level work will be the primary target for initial student cohorts. The site review team did find student demand is high, perhaps initially higher than the level designed into the proposal.

The proposal suggests yearly cohorts of 3 students. We believe this is not sustainable and understates the demand the program is likely to see from day one. In terms of sustainability, separate 600 level doctoral student only seminars of 3 students are not efficient and if there is any attrition of this cohort during the course of a year (certainly not an uncommon occurrence) graduate seminars would morph into “tutorials.” This limits the student-to-student interaction that is a critical component of the doctoral education experience.

Judging from both the data presented in the proposal and in meetings during the site visit, we believe that there will be sufficient demand to double the yearly cohort size. Not all students will be funded, but there is ample local demand that makes it financially reasonable for local area professionals to pursue the degree. We would further suggest that in order to diversify the program, assistantships be directed to candidates from outside the local catch-pool of applicants. The increase in cohort size should not decrease the overall quality of the student body. Indeed, the increased size should enhance the graduate experience by producing viable cohorts for both classroom instruction and collaborative student research.

The program should also consider admitting students on both a full-time and part-time basis. The ideal situation is of course having full-time degree seeking students. However, the data presented in the proposal (and reinforced at various meetings during the site visit) indicates strong demand from working professionals who cannot leave their current employment for full-time student status. However, these working professionals are the very type of individuals who might best benefit from the enhanced value of the doctoral program. These students are also poised, given their employment, to make immediate use of the value-added skills and intellectual development of the doctoral curriculum. A combination of full-time and part-time students is an easy way to increase the cohort size to more viable levels and does not place an undue burden on existing staff. Increase in student cohort size and faculty time is not linearly related. Exceedingly small classes can be as difficult (if not more difficult) to conduct than appropriately sized graduate seminars. As students progress through the program they will also, by force of individual interests, disperse to different faculty for guidance on their individual dissertation research projects. Indeed, by increasing the cohort size it is likely that more faculty will be tapped for such individual student guidance. This spreads the faculty workload more equitably across the program and can also produce greater long-term faculty support for the program.

The number of proposed funded graduate assistants (GA) is two per year. This is a minimal level for program viability. The University should consider increasing this number. This recommendation has multiple points of justification. More funded GA positions addresses the need to increase yearly cohort size. Having more GA positions also allows the program to diversify the range of students recruited such that local interest is augmented with students recruited both regionally and nationally. Increased numbers of GA positions may also have the effect of enhancing, overtime, the development of research grants and contracts which would then lead to an increase of self-funded positions.

- d. Infrastructure support – clearly document the staff support, teaching assistance, graduate students, library, equipment and instruments employed to ensure program success.

The site review team found that the proposal adequately addresses infrastructure support. We found that the existing and planned support for the proposed degree is generally adequate. This includes library, equipment, etc. Plans for administration and staff support seem appropriate. The site review team was impressed by the plans for a new building and the total space allocated seems well planned. The site review team recommends that as the specific offices and work space is allocated that attention be given to ensure that the clinical and research institutes and centers are co-located among faculty

and students to cultivate interaction and an active research culture for doctoral students. Similarly, the site review team was pleased to see the plan call for support of post docs and GAs. As expressed elsewhere, the site review team suggests that the support for GAs be increased to reflect a larger cohort of doctoral students each year. In summary, BSU has the infrastructure in place or planned to adequately support the envisioned doctoral program in Public Policy and Administration.

e. Future plans – discuss future plans for the expansion or off-campus delivery of the proposed program.

As stated in the proposal, the site review team found no plans to extend the program off-campus.

3. **Duplication** – if this program is unique to the state system of higher education, a statement to that fact is needed. However, if the program is a duplication of an existing program in the system, documentation supporting the initiation of such a program must be clearly stated along with evidence of the reason(s) for the necessary duplication..

Describe the extent to which similar programs are offered in Idaho, the Pacific Northwest and states bordering How similar or dissimilar are these programs to the program herein proposed?

The site review team can confirm the analysis included in the proposal regarding duplication of this degree. This degree would be unique to BSU and is significantly different from the two political science based degrees at UI and ISU. The focus of the proposed Ph.D. in Public Policy and Administration at Boise State University on public policy research – policy analysis and program evaluation is distinguishing. Similarly, the site review team can confirm the regional and national assessment of other public policy degree programs. The proposal offers a distinct degree, unduplicated in Idaho.

4. **Centrality** – documentation ensuring that program is consistent with the Board’s policy on role and mission is required. In addition, describe how the proposed program relates to the Board’s current Statewide Plan for Higher Education as well as the institution’s long-range plan.

The site review team found that the proposed degree is central to the state wide mission assigned to BSU, that the proposed degree is central to the mission of BSU, and carefully aligned with the university strategic plan (Charting the Course, 2006).

5. **Demand** – address student, regional and statewide needs.

- a. Summarize the needs assessment that was conducted to justify the proposal. The needs assessment should address the following: statement of the problem/concern; the assessment team/the assessment plan (goals, strategies, timelines); planning data collection; implementing data collection; dissemination of assessment results; program design and on-going assessment. (See the Board’s policy on outcome assessment.)

See site review team comments under “*student*” above (about page 6). The team finds local and state demand to be at least as large as the proposal suggests and that the program will likely attract extra regional students as well. Community leader demand for policy research is high and the program is designed to meet such demand.

- b. Students – explain the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution.

See site review team comments above under “*student*”.

Differentiate between the projected enrollment of new students and those expected to shift from other program(s) within the institution.

The site review team concurs with the proposal in anticipating no enrollment shift from other doctoral programs at Boise State.

- c. Expansion or extension – if the program is an expansion or extension of an existing program, describe the nature of that expansion or extension. If the program is to be delivered off-campus, summarize the rationale and needs assessment.

The site review concurs with the proposal in finding that the Ph.D. in Public Policy and Administration builds upon long-standing, successful, nationally recognized undergraduate and graduate education provided at BUS in the MPA among other existing academic programs.

6. **Resources** – fiscal impact and budget

On this form, indicate the planned FTE enrollment, estimated expenditures, and projected revenues for the first three fiscal years (FY) of the program. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reflect explanations of subsequent pages. If the program is a contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).

The proposed budget is adequate but recruitment and retention of faculty may be a challenge given the reported salary levels. It is important that projected faculty hires be accomplished in a timely fashion, especially if the number of students entering the program is increased. The site visit team concurs with the mix of junior and senior levels hires projected over the next five years. As noted, we recommend an increase in the number of graduate assistant positions be considered. Library resources appear to be adequate and there is a strong working relationship between the program and the library staff. As the doctoral program matures, graduate students will likely become more involved with professional conference activities and it is important for students (and faculty) that travel funds increase to match this interest.

b. Administrative Expenditures

Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program

The site review team agrees that the proposed doctorate will require additional administrative work and that a position of Ph.D. director be established for the PPA

degree. The site review team found that the proposal reflects such a position and appropriate supporting personnel.

- c. Operating Expenditures (travel, professional services, etc.) Briefly explain the need and cost for operating expenditures.

The site review team found that operating expenditures are adequately reflected. As reflected in our budget note, we are concerned that travel reflect the increased need for expenditures associated with the professional development of doctoral students to attend conferences and meetings.

- d. Capital Outlay

- (1) Library resources

Site review team finds that plans for library services are adequate.

- e. Revenue Sources

See budget note

SECTION IV. SUMMARY COMMENDATIONS AND RECOMMENDATIONS

Commendations

The site review team was favorably impressed with the program proposal, the department and related faculty's commitment to this endeavor and the support for the proposal among all parts and levels of the university. The following are characteristics that the site visit team found noteworthy:

- 1. Close alignment of proposed degree with University, College and Department goals**
- 2. Broad and deep university support for proposed program**
- 3. DPPA faculty quality and preparation for delivering proposed degree**
- 4. Clear evidence of student demand**
- 5. Evidence of need for the competencies of students likely to graduate from the proposed program.**

Recommendations

The site visit team drew on the experience of its members to identify opportunities for the program to improve its effectiveness. These opportunities are presented as recommendations.

- 1. Increase planned cohort size to ensure viability**
- 2. Consider accommodating students with an interest in part time studies**
- 3. Consider reallocating credit hours between course work and research**
- 4. Anticipate and monitor the impact of the Ph.D. program on MPA and other on going programs**

ATTACHMENT:

**IDAHO STATE BOARD OF EDUCATION
ON-CAMPUS VISIT BY REVIEW TEAM
Ph.D. Public Policy and Administration (proposed)**

**DEPARTMENT OF PUBLIC POLICY AND ADMINISTRATION
BOISE STATE UNIVERSITY**

February 6-8, 2008

Wednesday, February 6, 2008

Evening Review team arrives in Boise: Dr. Erik Herzik (University of Nevada, driving from Reno, NV), and Dr. Craig Shinn (Portland State University, arriving by air from Portland, OR; Alaskan Airlines 2591 operated by Horizon Air, arrival time 6:05 PM). Dr. Shinn will use rental car or public transportation for travel from airport to Courtyard Marriott Hotel, 222 South Broadway Avenue, Boise.

Thursday, February 7, 2008

- 07:40 Meet in lobby, Courtyard Marriott Hotel: Dr. Herzik, Dr. Shinn, and Dr. Jack Pelton (Dean of the Graduate College). Dr. Pelton escorts Dr. Herzik and Dr. Shinn to Le Poulet Rouge, 106 N. 6th Street for breakfast.
- 08:00 Breakfast (Le Poulet Rouge, 106 N. 6th Street), Dr. Herzik, Dr. Shinn, Dr. Sona Andrews (Provost and Vice President for Academic Affairs), Dr. Shelton Woods (Interim Dean of the College of Social Sciences and Public Affairs), and Dr. Pelton. Escort to next event: Dr. Pelton.
- 09:15 Meeting (PAAW-120), Overview of the department and proposed program plus discussion: Dr. Herzik, Dr. Shinn, Dr. Ross Burkhart (Chair, Department of Political Science), Dr. Stephanie Witt (Director, Public Policy Center, and Chair, Department of Public Policy and Administration starting in mid-2008), Dr. Elizabeth Fredericksen (Associate Professor, and Graduate Studies Director for the Department of Public Policy and Administration starting in mid-2008), and Dr. John Freemuth (Professor and Interim Director of the Energy Policy Institute, and future Director of the PhD program). Escort to next event: Dr. Fredericksen.
- 10:15 Walking tour of existing departmental facilities in PAAW building: Dr. Herzik, Dr. Shinn, Dr. Fredericksen. Escort to next event: Dr. Fredericksen.
- 10:40 Meeting (PAAW-120), Discussion of proposed program with faculty participants and key staff members: Dr. Herzik, Dr. Shinn, Dr. Fredericksen, Dr. Freemuth, and others. Escort to lunch: Dr. Fredericksen.

- Noon Lunch (Wallace Conference Room - Education Building, Room 709), Context of new program within the community: Dr. Herzik, Dr. Shinn, Dr. Fredericksen, Dr. Mark Rudin (Vice President for Research), ad hoc external advisory group, and others from the community. Escort to next event: Dr. Fredericksen.
- 01:30 Meeting (Graduate College Conference Room, B-117C), Overview of new CESED building: Dr. Herzik, Dr. Shinn, Dr. Burkhart, and James Maguire (Associate VP for Campus Planning and Facilities). Remain in B-117C for next event.
- 02:15 Meeting (Graduate College Conference Room, B-117C), Discussion: Dr. Herzik, Dr. Shinn, Dr. Woods, Dr. James Girvan (Dean, College of Health Sciences), Dr. Pelton, and Peggy Cooper (Head of Collection Development, Library). Escort to next event: Dr. Pelton.
- 03:00 Meeting (Provost's office, B-307), Discussion: Dr. Herzik, Dr. Shinn, and Dr. Andrews. Escort to next event: Naomi Fields.
- 04:00 Meeting (PAAW-120), Discussion with existing and prospective graduate students. After the meeting with students, escort Dr. Herzik and Dr. Shinn to hotel: Dr. Freemuth.
- 05:00 Review team returns to Courtyard Marriott Hotel escorted by Dr. Freemuth.
- 06:15 Pick up review team at hotel (Dr. Freemuth) for dinner (Cottonwood Grill, reservation 6:30 under the name Gerrard), Dr. Herzik, Dr. Shinn, and Dr. Freemuth. Dr. Freemuth will provide transportation for Dr. Herzik and Dr. Shinn from Courtyard Marriott Hotel to Cottonwood Grill and return.

Friday, February 8, 2008

- 08:00 Pick up review team at hotel (Dr. Pelton) and transport to campus. Report preparation (Graduate College Conference Room, B-117C), Dr. Herzik and Dr. Shinn meet to prepare report and recommendations. Two laptop computers with MS Word will be made available unless Dr. Herzik and Dr. Shinn wish to bring personal laptops. Morning refreshments and lunch will be provided.
- 01:00 Exit Interview (Graduate College Conference Room, B-117C), Dr. Herzik, Dr. Shinn, Dr. Andrews, Dr. Woods, Dr. Pelton, and Dr. McCorkle (Professor, and Associate Chair, Department of Public Policy and Administration starting in mid-2008).
- 02:00 End of on-campus visit by review team. Dr. Herzik to depart by car (possibly on Saturday). Dr. Shinn will be staying in Boise on personal business and will depart Sunday by air (Alaska Airlines 2592 operated by Horizon Air, departure time 6:35 PM)

**Response to
Site Visit Report on
the proposal for
Doctor of Public Policy and Administration**

**Department of Public Policy and Administration
College of Social Sciences and Public Affairs Administration
Boise State University
Boise, Idaho**

Site visit occurred during February 6-8, 2008

Site Visit Team:

Dr. Craig W. Shinn and Dr. Eric Herzik

RESPONSE

February 15, 2008

The faculty and staff in the Department of Public Policy and Administration are pleased to provide additional comment and response to the very useful assessment provided by Professor Herzik (University of Nevada, Reno) and Professor Shinn (Portland State University). The following response document is structured to follow the Site Visit Report provided on February 11, 2008. Thus, the headings are drawn from the site visit report.

SECTION I. INTRODUCTION

A. Summary of site visit activities

Response: n/a

B. Summary of basic facts about the degree under review, the lead academic unit responsible for administration of the degree and larger institution.

Response: The site visit report is entirely accurate.

C. Organization of report

Response: n/a

SECTION II. BACKGROUND AND MISSION

Mission

Response: The site visit report is entirely accurate in its assessment that the proposed PhD in Public Policy and Administration is consistent with Boise State University's mission as outlined by the State Board of Education and articulated in planning documents. No overlap will occur between this proposed doctorate and existing postsecondary programs in Idaho. The proposed PhD will complement the existing, well-regarded MPA. The proposed doctorate has clear and enthusiastic support throughout the university and the community and the Department of Public Policy and Administration has devoted substantial time and effort to prepare and plan for expanded graduate education in the form of this doctorate.

Justification and Need

Response: We concur with Professors Herzik and Shinn in their assessment of need. The clear potential exists for collaboration with existing strong graduate programs at Boise State University (e.g., health administration and criminal justice). Given the clear resource constraints in the public sector, we are offering a cautious and limited initial proposal to establish the doctorate. However, our goal is to work with targeted graduate programs and the graduate college at Boise State to develop graduate policies that facilitate shared credit and emphasis arrangements to respond to the

demonstrated need in the state for analysts and researchers with public policy analysis expertise.

SECTION III. SECTION BY SECTION REVIEW OF PROPOSAL

Proposal Section number:

1. Describe the **nature of the request**. For example, is this a request for a new on-campus program? Is this request for the expansion or extension of an existing program, or a new cooperative effort with another institution or business/industry or a contracted program costing greater than \$150,000 per year? Is this program to be delivered off-campus or at a new branch campus? Attach any formal agreements established for cooperative efforts, including those with contracting party(ies). Is this request a substantive change as defined by the NWASC criteria?

Response: We concur with the site visit report.

2. **Quality** – this section must clearly describe how this institution will ensure a high quality program. It is significant that the accrediting agencies and learned societies which would be concerned with the particular program herein proposed be named. Provide the basic criteria for accreditation and how your program has been developed in accordance with these criteria. Attach a copy of the current accreditation standards published by the accrediting agency.

Response: We concur with the site visit report.

- a. Curriculum – describe the listing of new course(s), current course(s), credit hours per semester, and total credits to be included in the proposed program.

Response: We concur with the assessment offered by Professors Herzik and Shinn in terms of the appropriateness of the curriculum content and structure for public administration and policy doctoral programs and the logic of emphasizing the specializations of environmental policy and state/local government. In addition, we have restructured the credit/coursework distribution to respond to recommendations offered in the site visit report by shifting half of the elective credits outlined in the reviewed proposal draft to comprehensive exam and dissertation preparation. We are retaining six elective credits to allow us to collaborate more effectively with existing graduate programs as noted in Section II, *Justification and Need*. In addition, we will reallocate credit hours between coursework and research and will pursue those changes formally with the Boise State University Graduate College Curriculum Committee. The revised curriculum will be consistent with the overall University guidelines for PhD programs and will be suitably vetted by the University's Graduate College Curriculum Committee. As the program is implemented and developed, the Department of Public Policy and Administration will consider the detailed content of the core 600 courses as recommended by the site visit team.

- b. Faculty – include the names of full-time faculty as well as adjunct/affiliate faculty involved in the program. Also, give the names, highest degree, rank and specialty. In addition, indicate what percent of an FTE position each faculty will be assigned to the program. Are new faculty required? If so, explain the rationale including qualifications.

Response: We concur with the assessment regarding the flexibility of the University's load policy and the need for additional faculty at varied professional levels (assistant, associate and full) to implement this program. We are also pleased that the site visit team observed and acknowledged our collaborative relationship with other departments in the University and our clear commitment that the proposed PhD in Public Policy and Administration serve to strengthen existing collaborations. As the program is implemented and developed, the Department of Public Policy and Administration will pay close attention to establishing expectations and a culture that reflects the differences between masters-level graduate education and the heightened expectations associated with faculty/student interaction at the doctoral level. Further, the Department will identify the PhD program director upon approval of this program to facilitate the development of appropriate administrative policies and procedures as well as mentorship of existing and new faculty. In particular, we will prioritize recruitment of a senior faculty member (at the level of full professor) and the recruitment of faculty with expertise in environmental policy, political economy, and appropriate methodological training.

- c. Student – briefly describe the students who would be matriculating into this program.

Response: Based upon recommendations by the site team, we revised the proposed doctorate to anticipate a planned cohort of six students annually. We have included an additional two graduate assistantships each year beyond what we had initially proposed in the draft reviewed by Professors Herzik and Shinn. We must anticipate that the remaining eight full time doctoral students (by FY12) will not be on assistantships unless additional funds can be identified through grants or contracts. In addition, we will work with the graduate college to develop procedures and admission protocols to matriculate both full-time and part-time students.

- d. Infrastructure support – clearly document the staff support, teaching assistance, graduate students, library, equipment and instruments employed to ensure program success.

Response: We agree with the comments offered by the site team. In particular, we will work with those administering the development and completion of the new building to maintain the existing planned space and to consider additional embedded policy lab space in the section currently designated as the 'second floor shell.'

- e. Future plans – discuss future plans for the expansion or off-campus delivery of the proposed program.

Response: The University/Department of Public Policy and Administration has no plans to extend the program off-campus.

3. **Duplication** – if this program is unique to the state system of higher education, a statement to that fact is needed. However, if the program is a duplication of an existing program in the system, documentation supporting the initiation of such a program must be clearly stated along with evidence of the reason(s) for the necessary duplication. Describe the extent to which similar programs are offered in Idaho, the Pacific Northwest and states bordering. How similar or dissimilar are these programs to the program herein proposed?

Response: We agree with the comments offered by the site team.

4. **Centrality** – documentation ensuring that program is consistent with the Board's policy on role and mission is required. In addition, describe how the proposed program relates to the Board's current Statewide Plan for Higher Education as well as the institution's long-range plan.

Response: We agree with the comments offered by the site team.

5. **Demand** – address student, regional and statewide needs.

- a. Summarize the needs assessment that was conducted to justify the proposal. The needs assessment should address the following: statement of the problem/concern; the assessment team/the assessment plan (goals, strategies, timelines); planning data collection; implementing data collection; dissemination of assessment results; program design and on-going assessment. (See the Board's policy on outcome assessment.)

Response: We agree with the comments offered by the site team under “*student*”.

- b. Students – explain the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution.

Response: We agree with the comments offered by the site team under “*student*”.

Differentiate between the projected enrollment of new students and those expected to shift from other program(s) within the institution.

Response: We agree with the comments offered by the site team.

- c. Expansion or extension – if the program is an expansion or extension of an existing program, describe the nature of that expansion or extension. If the program is to be delivered off-campus, summarize the rationale and needs assessment.

Response: We agree with the comments offered by the site team.

6. **Resources** – fiscal impact and budget

On this form, indicate the planned FTE enrollment, estimated expenditures, and projected revenues for the first three fiscal years (FY) of the program. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reflect explanations of subsequent pages. If the program is a contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).

Response: We, too, are deeply concerned about the recruitment and retention of faculty in and for the department at existing salary levels. The salary levels projected in the budget, considered too low by the site visit team, are actually higher than salaries for most existing faculty in comparable promotional levels (e.g., assistant-to-assistant comparisons and associate-to-associate comparisons). This is noteworthy given the productivity of the faculty and quality of the existing graduate program noted by Professors Herzik and Shinn at several points in their report. This dilemma is not unique to the Department of Public Policy and Administration and reflects a long-term competitive disadvantage that the University will face in faculty recruitment and retention and its aspirations toward becoming a comprehensive metropolitan research university. The full proposal budget has been adapted to reflect the increase in graduate assistantships recommended and the shift of the initial associate professor and director hire to a full professor/director hire per the site visit recommendations to add senior faculty at the inception of this program.

b. Administrative Expenditures

Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program

Response: We agree with the comments offered by the site team.

- c. Operating Expenditures (travel, professional services, etc.) Briefly explain the need and cost for operating expenditures.

Response: We agree with the comments offered by the site team. The full proposal budget is adjusted from the draft provided to the site visit team to reflect additional operating expenditures for conference travel for doctoral students and faculty.

- d. Capital Outlay

- (1) Library resources

Response: We agree with the comments offered by the site team.

- e. Revenue Sources

Response: No specific comments were offered by the site team.

SECTION IV. SUMMARY

COMMENDATIONS AND RECOMMENDATIONS

Response: Detailed responses are provided throughout this document to observations made by the site visit team. In addition, the Department appreciates the positive comments about the proposed program, the existing graduate program, and the faculty. We concur with the site visit team's observations about policy needs in the state, student demand for the program and support offered by the university and its constituencies for this program. The full proposal submitted to the State Board of Education reflects the site visit team's recommendations with an increase in projected cohort size. In addition, we will reallocate credit hours between coursework and research and will pursue those changes formally with the Boise State University Graduate College Curriculum Committee. We will work with the Graduate College to matriculate both full and part-time students during implementation. We will monitor closely the impact of the Ph.D. program on the MPA and will work with NASPAA, our accrediting body for the MPA, to assure continued quality.

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

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 Rev-August 9, 2007

4. Program Approval Policy

Program approval will take into consideration statewide and institutional objectives.

- a. New instructional programs, instructional units, majors, minors, options, and emphases require approval prior to implementation;

(1) Board Approval – Board approval prior to implementation is required for any new:

- (a) academic professional-technical program, new major, minor, option, emphasis, or instructional unit with a financial impact* of \$250,000 or more per year;
- (b) graduate program leading to a master's, specialist, or doctoral degree.

(2) Executive Director Approval – Executive Director approval prior to implementation is required for any new academic or professional-technical program, major, minor, option, emphasis or instructional unit with a financial impact of less than \$250,000 per year.

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

(1) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases, or instructional units with a financial impact of \$250,000 or more per year require Board approval prior to implementation.

(2) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000 require executive director approval prior to implementation. The executive director may refer any of the requests to the Board or a subcommittee of the Board for review and action. All modifications approved by the executive director shall be reported quarterly to the Board. Non-substantive name or title changes need not be submitted for approval.

- c. Routine Changes

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

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 the manner prescribed.
- (2) Academic requests will be forwarded to the Chief Academic Officer. The Chief Academic Officer shall forward the request to the CAAP for its review and recommendation. 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) Professional-technical requests will be forwarded to the State Administrator of the Idaho Division of Professional-Technical Education for review and recommendation. The Administrator shall forward the request to the CAAP for its review and recommendation. If the CAAP and/or PTE administrator recommends approval, the proposal shall be forwarded, along with recommendations, to the Board for action. Requests that require new state appropriations will be included in the annual budget request of the Division and the State Board of Education.
- (4) 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.
- (5) 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. Executive Director Approval Procedures

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

- (1) All academic requests delegated for 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. All professional-technical requests delegated for approval by the Executive Director will be forwarded to the State Administrator of Professional-Technical Education for review and recommendation. At the discretion of the State Administrator, the request may be forwarded to the CAAP for review and recommendation.
- (2) Requests will then be submitted, along with the recommendations, to the Executive Director for consideration and action. The Executive Director shall act on any request within thirty (30) days.
- (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 Board for final reconsideration.
- (4) Distance Learning Delivery and Residence Centers

All academic and professional-technical programs delivered to sites outside of the service area defined by the institution's role and mission statement shall be submitted using the process outlined above.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY – continued

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

33-4005. POWERS AND DUTIES OF THE BOARD OF TRUSTEES. The board of trustees of said college upon proper conveyance thereof, shall have all rights and title to real estate and personal property of said college, control over all buildings, power to elect presidents and contract with faculty of said college, supervise students and all powers and duties with reference to said college as are now granted by the statutes of the state of Idaho to the board of regents of the University of Idaho, and the board of trustees of Idaho State University as set forth in Chapters 28, 29, 30, 36, 37 and 38 of Title 33, Idaho Code, as the same may hereafter be amended, are fully empowered to exercise said powers and assume such duties with relation to said college from and after January 1, 1969, unless otherwise specifically authorized herein to the exercise of said powers prior to said date.

Role and Mission
Boise State University

1. Type of Institution

Boise State University is a comprehensive, urban university serving a diverse population through undergraduate and graduate programs, research, and state and regional public service.

Boise State University will formulate its academic plan and generate programs with primary emphasis on business and economics, engineering, the social sciences, public affairs, the performing arts, and teacher preparation. Boise State University will give continuing emphasis in the areas of the health professions, the physical and biological sciences, and education and will maintain basic strengths in the liberal arts and sciences, which provide the core curriculum or general education portion of the curriculum.

2. Programs and Services*

Baccalaureate Education: Offers a wide range of baccalaureate degrees and some qualified professional programs

Associate Education: Offers a wide range of associate degrees and some qualified professional programs

Graduate: Offers a variety of masters and select doctoral degrees consistent with state needs

Certificates/Diplomas: Offers a wide range of certificates and diplomas

Research: Conducts coordinated and externally funded research studies

Continuing Education: Provides a variety of life-long learning opportunities

Technical and Workforce Training: Offers a wide range of vocational, technical and outreach programs

Distance Learning: Uses a variety of delivery methods to meet the needs of diverse constituencies

3. Constituencies Served

The institution serves students, business and industry, the professions and public sector groups throughout the state and region as well as diverse and special constituencies. Boise State University works in collaboration with other state and regional postsecondary institutions in serving these constituencies.

* Programs and Services are listed in order of emphasis.

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Academic Year	College	Degree Level	Program	Location
2008-09				
BSU	Education	Ph.D.	Educational Leadership	Treasure Valley
BSU	Engineering	Ph.D.	Mechanical Engineering	Treasure Valley
BSU	Social Sciences & Public Affairs	Ph.D.	Public Policy and Public Affairs	Treasure Valley/Statewide
BSU	Social Sciences & Public Affairs	Masters	Family Studies	Treasure Valley
BSU	Social Sciences & Public Affairs	Masters	Community Regional Planning	Treasure Valley & Statewide
BSU	Education	Ph.D.	Educational Technology	On-line
BSU	Engineering	M.S.	Construction Management	Treasure Valley
BSU	Social Sciences & Public Affairs	Master's	Urban Studies	Treasure Valley/Statewide
ISU	Health Professions	Ph.D.	Counselor Education and Counseling	Boise
ISU	Health Professions	B.S. (completion)	Dental Hygiene	Boise
ISU	Health Professions	AS	Sign Language Studies	Boise
ISU	Health Professions	BS	Educational Interpreting	Boise
ISU	Health Professions	DNP	Doctorate of Nursing Practice	Statewide
ISU	Technology	B.S.	Emergency Management	Boise
ISU	Technology	A.S.	Fire Services Administration	Boise
UI	Graduate Studies	Certificate	Bioregional Planning and Community Design	Boise
UI	Law	Post J.D.L.L.M.	Law	Boise
2009-10				
BSU	Applied Technology	A.T.C., A.A.S.	Aboriculture	Treasure Valley
BSU	Applied Technology	A.T.C., A.A.S.	Database Technology	Treasure Valley
BSU	Applied Technology	A.A.S.	Web Design	Treasure Valley
BSU	Applied Technology	T.C.	Certified Landscape Technician	Treasure Valley
BSU	Applied Technology	A.T.C., A.A.S.	Medical Coding	Treasure Valley

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INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

New Graduate Program – Full Proposal – Master in Community and Regional Planning – Boise State University

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G. 4(a) and 5(a), Program Approval and Discontinuance
Section 33-107 (7) and 33-4005, Idaho Code
Role and Mission – Boise State University

BACKGROUND

In accordance with Board policy III.G.5.(a) (2) and (3), The Chief Academic Officer shall forward program requests to the CAAP for its review and recommendation. If CAAP recommends approval, the proposal shall be forwarded to the Board for action. A request for a new graduate program requires a full proposal.

DISCUSSION

Boise State University proposes a new program leading to the degree of Master of Community and Regional Planning. The Master of Community and Regional Planning (MCRP) degree is an applied, terminal degree and will be designed to prepare students to become practitioners in the community, serving as regional planning professionals with expertise in environmental and natural resources, land use, transportation, and community and economic development.

The proposed program will be offered through the Department of Public Policy and Administration in the College of Social Sciences and Public Affairs in cooperation with other academic departments within the university. The Department of Public Policy and Administration presently offers an accredited Masters in Public Administration (MPA) program and a graduate certificate program in Community and Regional Planning.

The creation of a new Master of Community and Regional Planning program at Boise State University will serve the needs of Idaho students and communities in the following ways:

- The proposed program will emphasize four highly relevant areas: environmental and natural resources; land use and transportation; economic development; and housing, social and community development planning.
- Consistent with its metropolitan character and emphasis on community engagement, Boise State University's Master of Community and Regional Planning will focus on the preparation of professional planners who would

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be employable in local, state, and federal agencies as well as by developers and consulting companies.

- There is extensive need for a master's program in planning, as will be described below
- Boise State University 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 for graduate students and their mentors with agencies that need their research 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 out of the state.

Analysis by CCBenefits, Inc, predicts Boise State's 10-county service region will have six openings (new positions plus turnover) annually for Community and Regional Planners and a total of 15 new positions in the next five years. Idaho is predicted to have 12 openings annually for Community and Regional Planners and a total of 25 new positions in the next five years. The Occupational Outlook Handbook published by the U.S. Department of Labor states that (i) Local governments employ 7 out of 10 urban and regional planners, and (ii) Most entry-level jobs require a master's degree; bachelor degree holders may find some entry-level positions, but advancement opportunities are limited.

The needs assessment for the graduate certificate program in Community and Regional Planning indicated that there is substantial demand for professionally trained planners not just in the Treasure Valley, but also throughout the state: many towns in the region do not have planners. Additionally, of the communities that do have planners, many of them have untrained citizen planners. The graduate certificate program in Community and Regional Planning which began in the fall 2006 semester at Boise State University was a first step to address the critical demand for professionally trained planners in the region and throughout the state. Thus far there have been 5 graduates from the program and another five are anticipated to graduate in May, 2008. Enrollment in the program is presently more than 30.

Research by faculty members and graduate students involved with the proposed program will be important to the agencies, businesses, and citizens of southwest Idaho in two primary ways: (i) the research contributes to the development of public policy in areas of environmental policy, urban development, public administration, resource management, and conflict resolution, emergency preparedness and transportation and land use. (ii) The research provides students a foundation in the planning sub-fields of environment and sustainability, transportation and land use, as well as regional and intergovernmental relations. In particular, students will acquire the methodological and theoretical background to investigate problems relating to human cooperation (e.g., environmental sustainability), and have the opportunity to study current and historical concerns in community and regional planning

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(e.g., land and water use, human health, development patterns, housing, transportation and economic development).

The proposed programs will build on the foundation of courses and faculty committed to teaching courses in the existing Community and Regional Planning program that leads to a graduate certificate. There are at present no plans to deliver the program off campus.

The University of Idaho is simultaneously submitting a proposal to create a program that offers, at the UI Moscow campus, a Master of Science and a Graduate Certificate in Bioregional Planning and Community Design. The proposed UI programs will have a greater emphasis on bioregional planning and natural resources planning than will the proposed BSU program in Master of Community and Regional Planning. However, there will be partial overlap between the programs in the subdisciplines covered. In addition, both programs will (i) produce professional planners, (ii) provide training opportunities for current planners, elected officials, and other community leaders; (iii) work with Idaho communities on planning projects. UI will not be offering their Master of Science in Bioregional Planning and Community Design in the Treasure Valley with the exception of serving the needs of students in the areas of design and physical planning (e.g., landscape planning, architectural planning, interior design planning). BSU and UI will seek mutually agreeable ways to collaborate and cooperate so as to strengthen the programs of both institutions.

IMPACT

	FY 2010	FY 2011	FY 2012
Expenditures			
A. Personnel	\$512,422	\$610,287	\$641,317
B. Operating Expenditures	\$7,760	\$15,320	\$18,140
C. Capital Outlay	\$91,500	\$17,000	\$17,000
D. Physical Facilities			\$10,000
E. Indirect Costs	\$0	\$0	\$0
Total Expenditures	\$611,682	\$642,607	\$676,457
Revenue			
A. Source of Funds			
1. Appropriated funds -- Reallocation	\$611,682	\$642,607	\$686,457
2. Appropriated funds -- New MCO	0	0	0
3. Federal funds	0	0	0
4. Other grants	0	0	0
5. Fees	0	0	0
6. Other:	0	0	0
Total Revenues	\$611,682	\$642,607	\$686,457
B. Nature of Funds			
1. Recurring*	\$554,000	\$632,607	\$666,457
2. Non-recurring**	\$57,682	\$10,000	\$20,000
Total Revenues	\$611,682	\$642,607	\$686,457

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Personnel costs include (i) the addition of three new full-time planning faculty members, (ii) the addition of adjunct faculty members, (iii) funds for a program director, and (iv) reallocation of faculty time to the new program. Much of the reallocated appropriated time reflects additional students in existing courses offered for existing programs, and this strategy minimizes impact on existing programs. The implementation of the new program requires additional operating expenses: travel, professional services such as printing and graphics, new telephone lines, materials and supplies, computer hardware, and specialized software

The library costs assignable to the proposed program will require approximately \$7,000 annually to increase monograph holdings, add journals that reflect the research interests of incoming graduate students, and add an appropriate database.

Funding will come from a number of sources, including tuition and enrollment workload adjustments associated with enrollment growth, private donations, and grants and contracts.

ATTACHMENTS

Attachment 1 – Full Proposal including letters of support

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STAFF COMMENTS AND RECOMMENDATIONS

Boise State University (BSU) and the University of Idaho (UI) are simultaneously bringing forward planning programs. The BSU program focuses on environmental and natural resources; land use and transportation; economic development; and housing, social and community development planning. The UI program focuses on the areas of sustainable natural resources planning, design and landscape planning, hydraulics and watershed planning, and sustainable transportation planning.

Both institutions held various discussions regarding their planning programs to create two strong programs that will be complementary to one another and effectively provide opportunities throughout the state. The Council on Academic Affairs and Programs (CAAP) committee reviewed BSU's full proposal and recommended approval at their March 6, 2008 meeting.

BSU's request to offer a new Master in Community and Regional Planning is consistent with their Eight-Year Plan for Delivery of Academic Programs in the Southwest Region for 2008-2009 academic school year. IRSA, CAAP, and Board staff recommends approval as presented.

BOARD ACTION

A motion to approve the request by Boise State University to offer a Master of Community and Regional Planning.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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 Social Sciences and Public Affairs
Name of College, School, or Division

Department of Public Policy and Administration
Name of Department(s) or Area(s)

A New, Expanded, Cooperative, Contract, or Off-Campus Instructional Program Leading to:

Master of Community and Regional Planning
(CIP 04.0301)
Degree/Certificate & 2000 CIP

Not Applicable
Program Change, Off-Campus Component

Fall 2009
Proposed Starting Date

This proposal has been approved by:

Glaen Pearson 11/7/07
Chief Fiscal Officer (Institution) Date

Mark Anderson 11/8/07
Chief Academic Officer (Institution) Date

[Signature] 11/9/07
President Date

Chief Academic Officer (Institution) Date

SBOE/OSBE Approval Date

Before completing this form, refer to Board Policy Section III.G: Program Approval and Discontinuance.

1. Describe the **nature of the request**. For example, is this a request for a new on-campus program? Is this request for the expansion or extension of an existing program, or a new cooperative effort with another institution or business/industry or a contracted program costing greater than \$150,000 per year? Is this program to be delivered off-campus or at a new branch campus? Attach any formal agreements established for cooperative efforts, including those with contracting party(ies). Is this request a substantive change as defined by the NWASC criteria?

Boise State University proposes a new program leading to the degree of Master of Community and Regional Planning. The Master of Community and Regional Planning (MCRP) degree is an applied, terminal degree and will be designed to prepare students to become practitioners in the community, serving as regional planning professionals with expertise in environmental and natural resources, land use, transportation, and community and economic development. Because Boise State University has been awarded Level II oversight by our regional accrediting agency, the Northwest Commission on Colleges and Universities (NWCCU), the creation of this new program is not regarded as a substantive change by that agency.

The proposed program will be offered through the Department of Public Policy and Administration in the College of Social Sciences and Public Affairs in cooperation with other academic departments within the university. The Department of Public Policy and Administration has an accredited Masters in Public Administration (MPA) program, as well as a graduate certificate program in Community and Regional Planning, and graduate and undergraduate certificates in Conflict Management. The MPA program over the last seven years has averaged 16 graduates per year. The Department of Public Policy and Administration, including the Public Policy Center and its affiliates, has an extensive record of research and publication, and has received external grant and contract support. The graduate certificate program includes collaboration with the Departments of Civil Engineering, Construction Management, Economics, Geosciences, and College of Health Sciences, as well as the conflict management program. The Master of Community and Regional Planning program will build on the graduate certificate program and will include carefully selected courses and faculty members from other disciplines at the university that are appropriate to the focus of the program. Those disciplines include public policy and public administration, political science, business and economics, civil engineering (primarily transportation), environmental sciences (environmental policy center, ecology, environmental chemistry, geochemistry, geological hazards, and geographic information systems [GIS]), public finance (including the Environmental Finance Center), criminal justice, public health, dispute resolution and conflict management. A specific example is the way the Master of Community and Regional Planning program will use an existing series of courses in GIS offered by the Department of Geosciences. These course offerings will be incorporated into the program and complimented with additional applied courses in GIS that are especially tailored to planning and public policy development.

The proposed program will meet the needs of the large number and variety of communities in the State of Idaho. The program will equip students with the fundamentals of planning and methods as well as an understanding of the balance and interconnectedness of transportation, air quality, crime, housing, economic development, recreation, and other essential components of growth. The program will increase the capacity to perform research needed by local, county, state, and federal agencies. The program will provide local elected officials, current planners, and future planners with training opportunities to increase their effectiveness as planners. The

Master of Community and Regional Planning will increase the capacity of faculty members and graduate students to contribute to the formulation of public policy and to provide communities with a level of expertise in planning presently not available to them locally.

The Master of Community and Regional Planning has significant support from the following personnel at local businesses and state and local governmental and non-governmental agencies (see the letters of support in Appendix A):

George Iliff, Board Chair, and Nancy Vannorsdel, President and CEO	Boise Metro Chamber of Commerce
Scott Simplot, Chairman of the Board	J. R. Simplot Company
Judy Peavey-Derr, Governmental Affairs Director	Hubble Homes
Dennis L. Johnson, President, CEO	United Heritage Financial Group
Rob R. Perez, Senior Vice President & Manager	US Bank Commercial Real Estate Division
Phillip K. Kushlan, Executive Director	Capital City Development Corp.
Daren Fluke, AICP, Senior Planner	J-U-B Engineers, Inc.
Mark A. Bowen, VP, Area Manager	CH2MHill
Jenn Atkinson, Planner	Sage Community Resources
Bill Clark	Clark Development
Morty Prisament, AICP, Planning Manager	Tetra Tech
David Bieter, Mayor	City of Boise
Tom Dale, Mayor	City of Nampa
Garret L. Nancolas, Mayor	City of Caldwell
Tammy de Weerd, Mayor	City of Meridian
Nancy C. Merrill, Mayor	City of Eagle
John G. Evans, Mayor	City of Garden City
Scott Dowdy, J.D., Mayor	City of Kuna
Frank McKeever, Mayor	City of Middleton
Sharon Pratt, Michele Sherrer, Lan Smith, Commissioners	Gem County Board of Commissioners
Fred Tilman, Rick Yzaguirre, Paul Woods, Commissioners	Ada County Board of Commissioners
John S. Franden, President	Ada County Highway District
Kelli Fairless, Executive Director	Valley Regional Transit
Pamela K. Lowe, P.E., Director	Idaho Transportation Department
Daniel G. Chadwick, Executive Director	Idaho Association of Counties
Ken Harward, Executive Director	Association of Idaho Cities
Dale Dixon, Executive Director	Idaho Rural Partnership
Matthew J. Stoll, Executive Director	Compass Community Planning Association of Southwest Idaho
Patricia A. Nilsson, AICP, President	Idaho Planning Association
Frank Martin, Chair, ULI Idaho District Council	Urban Land Institute
Thomas M. Lay, Executive Director	Neighborhood Housing Services, Inc.
Tim M. Breuer, Executive Director	Land Trust of the Treasure Valley
Rachel Winer, Executive Director	Idaho Smart Growth

2. **Quality** – this section must clearly describe how this institution will ensure a high quality program. It is significant that the accrediting agencies and learned societies which would be concerned with the particular program herein proposed be named. Provide the basic criteria for accreditation and how your program has been developed in accordance with these criteria. Attach a copy of the current accreditation standards published by the accrediting agency.

Further, if this new program is a doctoral, professional, or research, it must have been reviewed by an external peer-review panel (see page 7, “Guidelines for Program Review and Approval). A copy of their report/recommendations must be attached.

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, Masters, and Doctoral). As part of Boise State University’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 Master of Community and Regional Planning is designed to meet the accreditation standards of the Planning Accreditation Board (PAB), the accrediting body, and will seek accreditation as soon as it meets initial graduation requirements. The PAB is a partnership between the Association of Collegiate Schools of Planning, the American Institute of Certified Planners, and the American Planning Association. The PAB administrative criteria include:

- A minimum of 5 FTE faculty members including full-time and part-time participants
- A minimum of 25 students have graduated from the program
- A minimum of two academic years of full-time study or the equivalent
- A focus of preparing students to become practitioners in the planning profession
- Establishing an independent entity headed by a clearly identified administrator (with rank of at least Associate Professor with tenure)

Curriculum criteria for knowledge components include:

- Knowledge of cities and their regional context, including geographical, political, economic, and social structure
- History and theory of planning practices
- Administrative, legal, and political aspects of plan-making and policy implementation

Curriculum criteria for skill components include:

- Problem formulation, research skills, and data gathering
- Quantitative analysis using computers
- Written, oral, and graphic communications
- Collaborative problem solving
- Synthesis and application of knowledge to practice

The core of the program will focus on the central areas paralleling the curriculum knowledge and skill components as listed above.

The four emphasis areas that will serve as the initial focus of the program are listed below. They were selected based on the needs assessment completed for the creation of the graduate certificate in Community and Regional Planning. They are:

- Environmental and Natural Resource Planning and Policy
- Land Use and Transportation Planning
- Economic Development Planning and Analysis
- Housing, Social, and Community Development Planning

Students will be required to complete a collaborative research project centered on the synthesis and application of knowledge to practice as part of their capstone experience. These projects will provide students “real world” planning experience. Students will utilize their classroom education and work under the supervision of University planning professionals and with local municipalities, businesses, and agencies on projects of import to our communities. In addition to the capstone course, students will be engaged with local communities through courses as appropriate.

Finally, an advisory council for the Community and Regional Planning program will be created and composed of representatives from the public sector, business, nonprofit, and academic communities. The Department of Public Policy and Administration will work with this Advisory Council to establish and maintain a program that addresses the demands of the community and the regional planning profession while maintaining the appropriate academic rigor for Master degree level work.

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 Public Policy and Administration is committed to the development and maintenance of rigorous selection and retention standards. Students applying for the Master of Community and Regional planning will be expected to have completed a bachelor’s degree. Program admission will require a 3.0 overall GPA, a combined score of 1000 on the GRE (verbal and quantitative), a resume, and letters of recommendation from academic faculty or employers. Students will be required to maintain a 3.0 GPA while enrolled in the program.

Other: The program 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 – describe the listing of new course(s), current course(s), credit hours per semester, and total credits to be included in the proposed program.

The curriculum for the Master of Community and Regional Planning requires a core sequence in planning theory and methods. The emphasis areas allow students to specialize in one of four areas: environment and natural resources; land use and transportation; economic development; or housing, social and community development. The degree requires 36 hours of course work and 3 credit hours for a community-based project and professional report.

Master of Community and Regional Planning	
Course Number and Title	Credits
<p>MCRP students must successfully complete 39 credit hours of approved MCRP course work. Eighteen semester credit hours are in planning and methods core courses. Eighteen additional semester credit hours are in the student's area of emphasis and the electives requirement. Additionally, all students complete a three-credit hour capstone experience. Course selection is made in consultation with the student's academic advisor.</p>	
<p>Planning Core Sequence Each MCRP student is required to complete the following core courses. The core courses emphasize the knowledge and skills necessary to be an effective planner.</p> <p>CRP 5XX History and Theory of Planning .....3 CRP/PUBADM 520 Introduction to Community and Regional Planning ....3 CRP 5XX Economic Applications to Community and Regional Planning .3 CRP 5XX Plan Making and Implementation .....3</p>	12
<p>Methods Core Sequence The methods core courses require students to develop skills that will enable them to be effective planners and also provide an opportunity for students to obtain methodological skills that will be most appropriate to their professional goals.</p> <p><i>Required</i> CRP 5XX Community Data .....3 CRP 5XX Introduction to Policy Formation-Geographic Information Systems (GIS) or GEOG 560 Introduction to Geographic Information Systems .....3</p> <p><i>Choose one</i> CRP 5XX GIS Applications and Visualization Techniques in Planning .....3 CRP 5XX Qualitative Methods .....3 CRP 5XX Quantitative Methods .....3 GEOG 561 Remote Sensing and Image Processing .....3 GEOG 562 Geographic Information Analysis .....3 GEOG 563 Geospatial Project .....3</p>	9

<p>Area of Emphasis Requirements</p> <p>An area of emphasis is a concentration in the program that provides the student with a field of specialization. Each student is required to complete 9 credits hours drawn from one of the four areas of emphasis.</p> <p>1. Environmental and Natural Resource Planning and Policy</p> <p><i>Required</i></p> <p>PUBADM 541 Environmental and Regulatory Policy and Administration ..3</p> <p><i>Choose two</i></p> <p>CE 522 Hazardous Waste Engineering3</p> <p>CRP 5XX Sustainable Development3</p> <p>MHLTHSCI 510 Advanced Environmental Health3</p> <p>PUBADM 540 Contemporary Issues in Natural Resource and Environmental Policy and Administration.....3</p> <p>PUBADM 543 Public Land and Resource Policy and Administration3</p> <p>2. Land Use and Transportation Planning</p> <p><i>Required</i></p> <p>CRP 5XX Introduction to Land Use and Transportation Problems and Policy3</p> <p><i>Choose two</i></p> <p>CE 572 Transportation Planning3</p> <p>CE 575 Traffic Engineering3</p> <p>CMGT 570 Land Development3</p> <p>CRP/PUBADM 523 Planning and Zoning3</p> <p>CRP 5XX Public Finance for Planners.....3</p> <p>CRP 5XX Economics of Transportation Planning.....3</p> <p>CRP 5XX Housing Policy and Community Development3</p> <p>CRP 5XX Community Design and Site Planning3</p> <p>CRP/CMGT 5XX Sustainable Development3</p> <p>3. Economic Development Planning and Analysis</p> <p><i>Required</i></p> <p>CRP 5XX State, Regional and Community Economic Development3</p> <p><i>Choose Two</i></p> <p>CRP 5XX Public/Private and Mixed Enterprises Planning3</p> <p>CRP 5XX Real Estate Development.....3</p> <p>CRP 5XX Public Finance for Planners.....3</p> <p>CRP 5XX Downtown Revitalization3</p> <p>4. Housing, Social, and Community Development Planning</p> <p><i>Required</i></p> <p>CRP 5XX Housing Policy and Community Development3</p> <p><i>Choose Two</i></p> <p>CMGT 570 Land Development3</p> <p>CRP/PUBADM 523 Planning and Zoning3</p> <p>CRP 5XX Public Finance for Planners.....3</p> <p>CRP 5XX Real Estate Development3</p> <p>CRP 5XX Community Design and Site Planning3</p> <p>CRP 5XX Sustainable Development.....3</p>	9
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CRP 5XX State, Regional and Community Economic Development3	
DISPUT 502 Negotiation Theory and Practice1	
DISPUT 503 Conflict Intervention Methods .....1	
DISPUT 504 Facilitating Groups in Conflict .....1	
Elective Courses Students must complete 6 elective semester credit hours in addition to their area of emphasis and core requirements. These credits may be taken as courses or as a CRP 696 Directed Research which relates to their area of emphasis. CE 527 (GEOS 526) Aqueous Geochemistry .....3 CE 564 Seepage, Drainage, Flow Nets and Embankments .....3 CRP/PUBADM 522 Planning: Process and Practice .....3 CRP 5XX Legal Frameworks .....3 CRP 581 Environmental and Natural Resources 1-3 CRP 582 Land Use and Transportation 1-3 CRP 583 Economic Development 1-3 CRP 584 Housing, Social, and Community Development 1-3 GEOS 512 (CE 512) Hydrogeology .....3 GEOS 516 (CE516) (GEOPH 516) Hydrology .....3 HIST 594 Workshops 1-3 MHLTHSCI 517 Principles of Toxicology .....2 MHLTHSCI 542 Hazardous Waste Management .....2 MHLTHSCI 560 Public Health Disaster Preparedness Planning – Risk Management .....3 PUBADM 501 Public Policy Process .....3 PUBADM 521 Intergovernmental Relations .....3 PUBADM 560 State and Local Government Policy and Administration ....3 PUBADM 581 Natural Resource & Environmental Policy 1-3 PUBADM 582 Public Policy and Policy Analysis 1-3 PUBADM 583 Public Management Skills and Techniques 1-3 PUBADM 586 Community and Regional Planning 1-3 Any courses in the emphasis areas that are beyond the required methods or emphasis area credits hours needed can count as electives as well as other appropriate graduate classes with advisor approval. HIST 594 and PUBADM 581, 582, and 583 can only be taken for elective credit with permission of the CRP program coordinator.	6
Planning Internship CRP 590 Planning Internship .....3	3
Capstone Experience CRP 600 Assessment [Capstone Course] .....3 This culminating activity is a collaborative problem-solving project – planning practicum.	3
TOTAL	42

Planning Internship

Those MCRP students with at least one year of planning experience may waive the internship requirement. The internship is served in either the private sector, a public or non-profit agency

at the state or local level, or in an appropriate organization, such as a private developer or engineering firm. The internship component comprises three (3) credit hours. The internship is meant to be a meaningful experience for both the MCRP student and the organization in which the internship is served. Through the internship, students can further enhance their preparation for work in the planning profession. At the same time, they are expected to make a valuable contribution to their assigned organizations. The internship is usually served when the student has completed at least one half of the course work in MCRP.

CE - CIVIL ENGINEERING
CMGT - CONSTRUCTION MANAGEMENT
CRP - COMMUNITY AND REGIONAL PLANNING
DISPUT- DISPUT RESOLUTION
GEOG - GEOGRAPHY
GEOS – GEOSCIENCES
HIST – HISTORY
MHLTHSCI - MASTER HEALTH SCIENCE
PUBADM - PUBLIC ADMINISTRATION

CE 522 HAZARDOUS WASTE ENGINEERING (3-0-3) (F/S). Physical, chemical, and biological treatment of hazardous wastes. Consideration of legal and political issues. PREREQ: CHEM 112.

CE 527 (GEOS 526) AQUEOUS GEOCHEMISTRY (3-0-3) (F/S). Basic tools and topics of aqueous geochemistry with an emphasis on low temperature processes in natural waters. Essentials of thermodynamics, kinetics, aqueous speciation, mineral-water interaction, and elemental cycling in the context of surficial earth processes and environmental challenges. May be taken for CE or GEOS credit, but not both. PREREQ: PERM/INST.

CE 564 SEEPAGE, DRAINAGE, FLOW NETS AND EMBANKMENTS (3-0-3) (F/S). Emphasis on the applied aspects of groundwater flow and seepage through porous media from a theoretical point of view; examination and development of governing field equations; flow net construction, modeling techniques, filter design, construction dewatering; simplified design of small earthfill dams and slope stability of embankments. PREREQ: CE 360, CE 361.

CE 572 TRANSPORTATION PLANNING (3-0-3) (S) (Odd years). Theory and practice of transportation planning at the metropolitan as well as regional levels. Use of software and completion of a project will be required. Recent advances in transportation planning will be introduced. PREREQ: CE 370 or PERM/INST.

CE 575 TRAFFIC ENGINEERING (3-0-3) (F) (Odd years). Covers the theory and practice of traffic operations, control, and management. Topics include traffic signal systems, isolated and area-wide signal system operations, and traffic simulation. Use of software and completion of a project will be required. PREREQ: CE 370 or PERM/INST.

CMGT 570 LAND DEVELOPMENT (3-0-3) (F/S). An overview of the land development process, including planning, design, construction, and sale of various types of real estate. Key concepts in successful development, feasibility studies, site selection and improvement, government policy and regulation, project planning and master planning, design of public infrastructure, and construction of site improvements.

CRP/PUBADM 520 INTRODUCTION TO COMMUNITY AND REGIONAL PLANNING (3-0-3) (F/S). A study of the theories, objectives, techniques, and problems of governmental planning within cities, metropolitan areas and regions, as well as at the national level of government in the United States. A discussion of the planning profession and the politics of planning.

CRP/PUBADM 522 PLANNING: PROCESS AND PRACTICE (3-0-3) (F/S).

Examines the role of planners and the processes and techniques used in the planning profession. Types of economic analysis, forces in the development of cities, human capital and non-labor resources, making plans, strategic planning, involving the public and citizen participation.

CRP/PUBADM 523 PLANNING AND ZONING (3-0-3) (F/S). Examines zoning theory, concepts, techniques and procedures in the practice of zoning. An introduction to zoning; the process; the legal aspects of zoning and its financing; implementing the comprehensive plan and integrating city and regional plans; responsible growth; and the transportation/land use connection.

CRP 5XX INTRODUCTION TO POLICY FORMATION–GEOGRAPHIC INFORMATION SYSTEMS (GIS) (3-0-3) (F/S). Use computers and ArcGIS software to analyze public policy problems that have a geographic component. The course has three objectives: To become familiar with ArcGIS, to learn about as well as how to utilize geographic data, and to perform spatial analysis.

CRP 5XX INTRODUCTION TO LAND USE AND TRANSPORTATION PROBLEMS AND POLICY (3-0-3) (F/S). Examines the linkages between land use and transportation in the planning process. Analysis of policies relating to transportation alternatives; institutional environment and background; federal, state, regional, and local agency responsibilities and interactions.

CRP 5XX HISTORY AND THEORY OF PLANNING (3-0-3) (F/S). Examines the scope and historical development of planning. Competing and complementary theories on the practice of planning, social and physical development policy. Considers the development of modern regional city centers.

CRP 5XX ECONOMIC APPLICATIONS TO COMMUNITY AND REGIONAL PLANNING (3-0-3) (F/S). Economic concepts and tools of analysis for public policy and planning. Examines micro and macro approaches for understanding economic behavior, and developing solutions to economic problems with applications to the environment, housing, poverty, and economic development.

CRP 5XX PLAN MAKING AND IMPLEMENTATION (3-0-3) (F/S). Considers the theory and practice of strategic planning, strategic management, and project implementation. Approaches to designing and conducting strategic planning, including specific techniques for conducting environmental scans, SWOT analyses, strategic issue identification, and strategy formulation as well as project management tools are examined.

CRP 5XX COMMUNITY DATA (3-0-3) (F/S). Reviews the history of community indicators, examines conceptual foundations and operationalization of indicators of economic, social, institutional and environmental health and vitality that have been developed and used by urban and rural communities in the US and elsewhere.

CRP 5XX GIS APPLICATIONS AND VISUALIZATION TECHNIQUES IN PLANNING (3-0-3) (F/S). Topics include urban ecology/land use/cartography; methods of market areas analysis; graphic analysis; gravity concepts within transportation analysis; urban climate; ecosystems McHarg method/floodplain; and visualization techniques and community participation.

CRP 5XX QUALITATIVE METHODS (3-0-3) (F/S). Interviews, observation, focus group methods are examined in relation to planning and public administration. Other topics include communication skills in terms of writing, presentation, interpersonal dialogue, and group process.

CRP 5XX QUANTITATIVE METHODS (3-0-3) (F/S). Basic statistical skills for policy research in planning and decision making including regression and time series. Other topics include research design and survey creation, implementation, and reporting of results.

CRP 5XX ECONOMICS OF TRANSPORTATION PLANNING (3-0-3) (F/S). Economic analysis of transportation planning including land use and transportation systems as well as transportation investments. Social and environmental impacts, incentive structures, alternate travel, investment guidelines, and technological change will be considered. Student will apply methods to evaluate various proposals.

CRP 5XX PUBLIC/PRIVATE AND MIXED ENTERPRISES PLANNING (3-0-3) (F/S). Case studies of planning and public/private and mixed enterprises; public production of private goods; privatization of public services; public/private partnerships; mixed enterprises.

CRP 5XX PUBLIC FINANCE FOR PLANNERS (3-0-3) (F/S). Examines public finance concepts for planners; budgets, local taxation options, expenditures, and debt financing. Specific topics include alternatives to the property tax; development exactions; tax-increment financing; and the possible implications of demographic changes (e.g., aging and immigration) on local budgets.

CRP 5XX DOWNTOWN REVITALIZATION (3-0-3) (F/S). Examines growth and revitalization for downtowns and commercial districts. Includes evolution of downtown areas and theoretical explanations for commercial location, approaches to maintaining activities in commercial areas in both urban and rural locations.

CRP 5XX COMMUNITY DESIGN AND SITE PLANNING (3-0-3) (F/S). Community design considered in concert with geological, aesthetic, environmental, and legal issues of site planning. Environmentally sensitive areas compatibility with surrounding development and zoning are considered.

CRP 5XX SUSTAINABLE DEVELOPMENT (3-0-3) (F/S). Explores the many challenges of achieving sustainable development at the local, regional and national levels. A broad range of sustainable development topics, tools, and techniques are examined.

CRP 5XX STATE, REGIONAL AND COMMUNITY ECONOMIC DEVELOPMENT (3-0-3) (F/S). Examination of regional, state, and local economic development theory, analysis, policy and administration.

CRP 5XX HOUSING POLICY AND COMMUNITY DEVELOPMENT (3-0-3) (F/S). This course examines housing policy and programs at the federal, state, and local levels as well the role of

community based organizations involved in housing activities. Also considers social and community development aspects of neighborhoods and metropolitan regions.

CRP 5XX REAL ESTATE DEVELOPMENT (3-0-3) (F/S). Fundamentals and techniques of real estate development including the influence of public interest, private investment, public policies and the use of investment analysis methods.

CRP 5XX LEGAL FRAMEWORKS (3-0-3) (F/S). Introduction to public interest, state, and federal constitutional law. Examines the legal tools and, pivotal courts decisions, and landmark legislation in land use law such as Kelo v. New London as well as environmental justice cases, civil rights, and fair housing acts.

CRP 590 INTERNSHIP (Variable credit). Arranged as field experience for those students with no or little prior experience in community and regional planning. Such internships will be established and arrangements made for placement through the MCRP Internship Director.

CRP 594 CONFERENCE OR WORKSHOP (1 credit). Conferences or workshops covering various topics in planning or public administration may be offered on an irregularly scheduled basis, according to student interest and staff availability. No more than 3 credits provided through conferences or workshops can be applied toward the MCRP.

CRP 595 READING AND CONFERENCE (1-4 credits). Directed reading on selected materials in community and regional planning and discussion of these materials, as arranged and approved through the student's major advisor.

CRP 597 SPECIAL TOPICS (1-3 credits). These courses are offered occasionally. Examples of Special Topics courses offered include and citizen participation, designing parks and open space, and green building.

CRP 696 DIRECTED RESEARCH (3 credits). Students work with a single professor in completing a project that includes original research.

CRP 600 ASSESSMENT [Capstone Course] (3-0-3) (F/S). Practical planning experience in community settings. Students work in teams for actual clients gaining experience and exposure to real planning needs and problems.

DISPUT 502 NEGOTIATION THEORY AND PRACTICE (1-0-1) (F). The successful manager in professional settings is involved in a variety of negotiation activities. The tactics, strategies, and operations of effective and ineffective bargaining/negotiation behaviors will be presented. The course develops negotiator skills and knowledge leading to collaborative based action and solutions.

DISPUT 503 CONFLICT INTERVENTION METHODS (1-0-1) (F). This course overviews the various contexts of third party intervention into conflict: facilitation, public involvement processes, mediation, and arbitration, and develops skills at first level supervisor/manager intervention into employee conflicts.

DISPUT 504 FACILITATING GROUPS IN CONFLICT (1-0-1) (S). Public input processes on controversial issues may generate conflict. The causes and skills for facilitating public input processes will be discussed, as well as techniques for facilitating conflict within small and large group meetings.

GEOG 560 INTRODUCTION TO GEOGRAPHIC INFORMATION SYSTEMS (2-2-3) (F/S).

Designed for graduate students with no background in geographic information systems, or GIS, who wish to use these techniques in their research. Introduces the student to GIS concepts and principles. Lab fee. PREREQ: PERM/INST.

GEOG 561 REMOTE SENSING AND IMAGE PROCESSING (2-2-3) (F/S). Introduces students to acquisition, interpretation, and analysis of digital imagery. Applications presented in different contexts including forestry, geology, ecology, and urban planning. Lab exercises focus on digital image processing, georeferencing and image interpretation and analysis. Lab fee. PREREQ: GEOG 560 or PERM/INST.

GEOG 562 GEOGRAPHIC INFORMATION ANALYSIS (2-2-3) (F/S). For graduate students with previous GIS experience or course work. Covers the operations and spatial analysis capabilities of a GIS, including spatial data models and data structures, spatial data management, and the spatial statistical analyses used to solve various problems. Lab fee. PREREQ: GEOG 561 or PERM/INST.

GEOG 563 GEOSPATIAL PROJECT (1-6-3) (F/S). For graduate students with extensive previous GIS experience or course work. Students will independently identify a problem, design, implement and complete a project utilizing geospatial techniques and analysis of that problem. This course and the project are intended to supplement thesis or dissertation research. Lab fee. PREREQ: GEOG 562 or PERM/INST.

GEOS 512 (CE 512) HYDROGEOLOGY (3-0-3) (F). The study of subsurface water and its relationship to surface water, the hydrologic cycle, and the physical properties of aquifer systems. Flow nets and flow through porous and fractured media. Methods of determination of aquifer characteristics and performance and groundwater modeling. May be take for either CE or GEOS credit, but not both. PREREQ: MATH 175

GEOS 516 (CE516) (GEOPH 516) HYDROLOGY (3-0-3) (S). Interdisciplinary earth science concerned with movement and occurrence of water. Watershed-based hydrologic phenomena including hydrologic cycle water-cycle analysis, precipitation, evapotranspiration, snow-snowmelt, streamflow, floods, routing and surface runoff events. Application of analytical techniques to solve water resources problems. May be take for CE, GEOPH, or GEOS credit, but not in more than one department. PREREQ: MATH 175 or PERM/INST.

MHLTHSCI 510 ADVANCED ENVIRONMENTAL HEALTH (3-0-3) (F/S). As a review for the practicing professional and foundation for the recent graduate, discussion will focus on current issues in environmental health management. The course will provide an overview of basic concepts of water quality management, food protection, solid and hazardous waste management, vector and occupational hazards control and others, and will emphasize effective management and decision-making models. PREREQ: Admission to Graduate Program in Master of health Science or Nursing.

MHLTHSCI 517 PRINCIPLES OF TOXICOLOGY (2-0-2) (F/S). An examination of the absorption, distribution, and excretion of toxicants and the health effects on target organs. Toxicologic evaluation, risk assessment, fate of hazardous substances in the environment and policies for the control of such substances will also be discussed. The course is taught concurrently with an undergraduate section, with additional course work and/or projects required

of graduate students. PREREQ: Admission to MHS program and one year each undergraduate chemistry and biology for science majors, or PERM/INST.

MHLTHSCI 542 HAZARDOUS WASTE MANAGEMENT (2-0-2) (S). Historical, regulatory, and technical aspects of hazardous waste management, relating primarily to the requirements of the Resource Conservation and Recovery Act and the Comprehensive Environmental Reclamation, Compensation, and Liability Act.

MHLTHSCI 560 PUBLIC HEALTH DISASTER PREPAREDNESS PLANNING—RISK MANAGEMENT (3-0-3) (F) (Even years). Risk assessment or risk management methods in public health disaster preparedness planning will be presented in context of natural and human-caused disasters. The environmental, economic, and social consequences for communities will be studied. PREREQ: Graduate standing or PERM/INST.

PUBADM 501 PUBLIC POLICY PROCESS (3-0-3) (F/S). Process of policy-making both within an agency and within the total governmental process, emphasizing policy and program planning, policy implementation and the value system of administrators.

PUBADM 540 CONTEMPORARY ISSUES IN NATURAL RESOURCE AND ENVIRONMENTAL POLICY AND ADMINISTRATION (3-0-3) (F/S). Examines current and topical issues and controversies in natural resource and environmental policy from the perspective of public policy and public administration.

PUBADM 541 ENVIRONMENTAL AND REGULATORY POLICY AND ADMINISTRATION (3-0-3) (F/S). Examines aspects of environmental regulatory politics and policy. Topics examined include the politics of regulation, pollution and energy policy, and intergovernmental environmental management.

PUBADM 543 PUBLIC LAND AND RESOURCE POLICY AND ADMINISTRATION (3-0-3) (F/S). Examines the major issues, actors, and policies affecting the public lands and resources of the United States. Special attention is paid to the processes, institutions, and organizations that influence how public land policy and resource policy is made.

PUBADM 560 STATE AND LOCAL GOVERNMENT ADMINISTRATION (3-0-3) (F/S). This course examines state and local government administration in a political and organizational context and the role of state and local governments in policy administration within the U.S. federal system.

SELECTED TOPICS (1-3 Variable). To be offered as staff availability permits:

PUBADM 581 NATURAL RESOURCE & ENVIRONMENTAL POLICY

PUBADM 582 PUBLIC POLICY AND POLICY ANALYSIS

PUBADM 583 PUBLIC MANAGEMENT SKILLS AND TECHNIQUES

CRP 581 ENVIRONMENTAL AND NATURAL RESOURCES

CRP 582 LAND USE AND TRANSPORTATION

CRP 583 ECONOMIC DEVELOPMENT

CRP 584 HOUSING, SOCIAL, AND COMMUNITY DEVELOPMENT

- b. Faculty – include the names of full-time faculty as well as adjunct/affiliate faculty involved in the program. Also, give the names, highest degree, rank and specialty. In addition, indicate what percent of an FTE position each faculty will be assigned to the program. Are new faculty required? If so, explain the rationale including qualifications.

Fourteen official faculty members (tenured or tenure-track) from the Colleges of Social Sciences and Public Affairs, Arts and Sciences, Engineering, and Business and Economics will participate in the program. In addition, Boise State University plans to hire three new full-time faculty members with doctorates in planning who will be dedicated to the Master of Community and Regional Planning program. The FTE teaching assignments of the official (tenured or tenure-track) faculty members in the third year of the program (FY12) are given in the table below:

Regular Faculty	College/Department	Expertise	Teaching Responsibility in Program
New Faculty #1 and Director Assoc Prof Ph.D.	SSPA/Community and Regional Planning	Methods/GIS	40% FTE
New Faculty #2 Assoc Prof Ph.D.	SSPA/Community and Regional Planning	Economic and Community Development	66% FTE
New Faculty #3 Assoc Prof Ph.D.	SSPA/Community and Regional Planning	Land Use/Sustainability	66% FTE
John Freemuth Prof Ph.D.	SSPA/ Public Policy and Administration	Environmental Policy	33% FTE
Patricia Fredericksen Assoc Prof Ph.D.	SSPA/Public Policy and Administration	Public Administration	12% FTE
Suzanne McCorkle Prof Ph.D.	SSPA/ Public Policy and Administration	Dispute Resolution	5% FTE
Richard Kinney Prof Ph.D.	SSPA/Political Science	Public Policy	5% FTE
Greg Hill Asst Prof Ph.D.	SSPA/Public Policy and Administration	Public Administration	5% FTE
Susan Mason Asst Prof Ph.D.	SSPA/Political Science	Public Policy and Urban Development	33% FTE
Dale Stephenson Assoc Prof Ph.D.	SSPA/Environmental Health	Environmental Health	10% FTE
Uwe Reischl Prof Ph.D.	SSPA/ Community and Environmental Health	Disaster Preparedness	10% FTE
David Wilkins Assoc Prof Ph.D.	A &S/Geosciences	GIS	10% FTE
Shawn Benner Asst Prof Ph.D.	A & S/ Geosciences	Hydrology	3% FTE
James McNamara Prof Ph.D.	A & S/ Geosciences	Hydrology	5% FTE
Rebecca Mirsky Assoc Prof Ph.D.	Engineering/ Construction Management	Land Use	16% FTE
Mandar Khanal Assoc Prof Ph.D.	Engineering/ Civil Engineering	Transportation Planning	16% FTE
Sian Mooney Assoc Prof Ph.D.	Bus and Economics/ Economics	Agricultural/Environmental Economics	3% FTE

Six adjunct faculty members will also participate in the program by teaching graduate level coursework:

JoAnn Butler J.D. Chicago-Kent College of Law, Illinois Institute of Technology, Chicago, IL 1987. She has also earned a Certificate in Environmental and Public Utilities Law and an MA in Geography. She is a partner in Boise law firm of Spink Butler, LLP and concentrates her practice on real estate, land use, and business law. Land use experience includes working with developers and local governments to guide commercial, residential and industrial development through planning, annexation and zoning procedures. She has authored various articles and monographs on planning and zoning issues and techniques and their influence on private and public development. Prior to her law experience, she was a research officer with the American Planning Association in Chicago and the Director of its Planning Advisory Service.

Bill Clark MA., Master of Urban and Regional Planning, University of Oregon, Eugene, OR. 1974. President and founder of Clark Development; involved in residential, resort and commercial projects in both consultant and principal roles in Boise, Seattle, Portland and elsewhere in the western US. Also, served as Asst Professor, Dept of Urban and Regional Planning, University of Oregon (UO), 1974-1976, and taught courses on part-time basis at UO through 2000.

David Eberle, Ph.D., Economics, University of Nebraska, 1995. Sole proprietor of W. David Eberle, Consulting, Inc experience conducting projects such as economic impact models for one-way as compared to two-way road designs, economic valuation model for estimating the financial impact on a private golf and Socio-economic analysis of the potential impact of six different urban design plans for revitalizing older neighborhoods, developing greenfields and city centers. He has been an incorporator for the Boise Improvement District, Idaho Small Business Development Center, and The Land Trust of the Treasure Valley. And, most recently Dr. Eberle was elected to the Boise City Council and serves on the board of the Capital City Development Corporation. He also taught full-time from 1983-1993 at the College of Idaho Economics Department.

Don Kostelec, MA., AICP., Master of Urban Planning and Policy, University of Chicago, Chicago, IL. 2001. Manager, Planning and Programming for Ada County Highway District, a regional agency in Boise, Idaho. Manages planning, and programming, funding, and utility sectors including comprehensive planning, short and long range planning, capital planning, multi-modal planning, project management, and agency coordination for six cities and unincorporated Ada County.

Diane Kushlan MA., AICP., Master of City Planning, San Diego State University, San Diego, CA. 1973. Sole proprietor of Planning and Management Services, a firm providing assistance to local governments in Idaho. Clients include the cities of Boise, Caldwell, Garden City, Meridian, Middleton, Mountain Home, Nampa, and Sun Valley; the Urban Land Institute; Ada County Highway District; Caldwell Economic Development Council, the University of Idaho, and the Valley Ride Transit Agency.

Whitney Rearick, MA., Master of Urban and Environmental Policy and Planning, Tufts University, Medford, MA 2001. Manager of Facilities and Space Planning for Boise State University. Previous experience as a developer of affordable housing at Mercy Housing in Nampa and in Newton, MA.

The three new faculty members along with the existing fourteen faculty members and six adjunct faculty members are sufficient to begin the proposed program. An additional three adjuncts will be needed as the program expands and students get more involved in community based projects.

c. Student – briefly describe the students who would be matriculating into this program.

Students matriculating in the proposed program will be primarily of two types. One type will be interested in a career as a professional planner, and will be seeking appropriate applied coursework and practical project-based experience. The other type will be students interested in a research-based and/or academic career in planning that will be seeking preparation to pursue a doctoral degree at a major university. The subject focus and structure of the programs are likely to be attractive to students from inside and outside Idaho.

Students enrolling in the program will have a variety of backgrounds, with baccalaureate degrees in economics, geography, history, English, architecture, sociology, engineering, political science and other disciplines. Most students will be part-time students, but there will be some full-time students.

d. Infrastructure support – clearly document the staff support, teaching assistance, graduate students, library, equipment and instruments employed to ensure program success.

Personnel: The Master of Community and Regional Planning program will be administered by a director of the program who is a faculty member with a specialty in planning, and a full-time administrative assistant.

Graduate Assistantships: The program budget includes proposed funding for the support of six full-time graduate assistants with academic year stipends and full tuition and fee waivers. These graduate assistants will not have responsibility for delivering courses in the graduate planning program, but may assist the program and the Department of Public Policy and Administration in other ways. Additional graduate assistantships will be offered based on grant funding.

Library: Under the graduate certificate program, the department has begun to expand the library planning holdings in anticipation of offering more graduate level courses. Additional funding of \$7,000 annually is proposed to further expand the library holdings related to planning.

Equipment: A new computer laboratory for teaching methods courses in GIS, community data, qualitative and quantitative analysis, impact analysis, and visualization techniques in planning will require the acquisition of new computer hardware and software. The new computer laboratory, as well as office space for the new faculty members, will be accommodated in a new building planned for the eastern main Boise campus, and currently in the schematic design phase (occupancy scheduled for spring or fall 2010). Existing Boise State University campus facilities will accommodate the program during its first year.

e. Future plans – discuss future plans for the expansion or off campus delivery of the proposed program.

At present there are no plans to expand the proposed program off campus.

3. **Duplication** – if this program is unique to the state system of higher education, a statement to that fact is needed. However, if the program is a duplication of an existing program in the system, documentation supporting the initiation of such a program must be clearly stated along with evidence of the reason(s) for the necessary duplication.

Describe the extent to which similar programs are offered in Idaho, the Pacific Northwest and states bordering Idaho. How similar or dissimilar are these programs to the program herein proposed?

Boise State University is entrusted with the statewide mission in social sciences and public affairs, is located in the state capital and largest metropolitan area, and is charged by its strategic plan with community engagement. The proposed MCRP program will connect the university's scholarly expertise in public policy, the environment, land use, transportation, and economic policy-making with the professional expertise of planning from Boise and the surrounding area. The proposed program will also build upon the recently developed graduate certificate program in Community and Regional Planning, which Boise State University began offering in Fall 2006.

The University of Idaho presently offers three graduate degrees in the College of Art and Architecture that touch on some aspects of planning and that involve several faculty members with graduate degrees in architecture:

- Master of Arts in Architecture (M.A. Architecture)
- Master of Architecture (M. Architecture.)
- Master of Science in Landscape Architecture (M.S. Landscape Architecture)

It is important to note that these architecture degrees are not planning degrees. Furthermore, architecture and landscape architecture have their own accrediting agencies distinct from PAB (i.e., the National Architecture Accreditation Board and the Landscape Architecture Accreditation Boards). Only PAB is devoted to professional planning education.

The University of Idaho recently submitted Notices of Intent and a Full Proposal, presently under consideration by CAAP, to create a program that offers, at the UI Moscow campus, a Master of Science and a Graduate Certificate in Bioregional Planning and Community Design. The proposed UI programs will have a greater emphasis on bioregional planning and natural resources planning than will the proposed BSU program in Master of Community and Regional Planning. However, there will be partial overlap between the programs in the subdisciplines covered. In addition, both programs will (i) produce professional planners, (ii) provide training opportunities for current planners, elected officials, and other community leaders; (iii) work with Idaho communities to work with local communities on planning projects. UI will not be offering their Master of Science in Bioregional Planning and Community Design in the Treasure Valley with the exception of serving the needs of students in the areas of design and physical planning (e.g., landscape planning, architectural planning, interior design planning). BSU and UI will seek mutually agreeable ways to collaborate and cooperate so as to strengthen the programs of both institutions.

An examination of the graduate programs in surrounding states (see table below) shows that most neighboring states offer at least one graduate planning degree. Several of the programs are narrowly focused on urban planning, bio-regional planning, or land use planning.

The creation of a new Master of Community and Regional Planning program at Boise State University will serve the needs of Idaho students and communities in the following ways:

- The proposed program will emphasize four highly relevant areas: environmental and natural resources; land use and transportation; economic development; and housing, social and community development planning.
- Consistent with its metropolitan character and emphasis on community engagement, Boise State University's Master of Community and Regional Planning will focus on the preparation of professional planners who would be employable in local, state, and federal agencies as well as by developers and consulting companies.

Master-level Programs in Planning in Idaho and Adjacent States	
Institution and Programs	Institution and Programs
<p><u>IDAHO</u> Boise State University: none*</p> <p>Idaho State University: none</p> <p>University of Idaho: none</p> <p><u>MONTANA</u> Montana State University: none</p> <p>University of Montana: none</p> <p><u>NEVADA</u> University of Nevada -- Las Vegas: none</p> <p>University of Nevada – Reno: Master of Land Use Planning Policy</p> <p><u>UTAH</u> University of Utah: Master of Urban Planning</p> <p>Utah State University: Master of Bioregional Planning</p>	<p><u>OREGON</u> Oregon State University: none</p> <p>Portland State University: Master of Urban & Regional Planning**</p> <p>University of Oregon: Master of Community and Regional Planning**</p> <p><u>WYOMING</u> University of Wyoming: Master of Planning</p> <p><u>WASHINGTON</u> Eastern Washington University: Master of Urban and Regional Planning**</p> <p>University of Washington: Master of Urban Planning**</p> <p>Washington State University: Master of Regional Planning</p>

*Boise State University offers a graduate certificate program in Community and Regional Planning.

** PAB Accredited Program

***The University of Idaho has proposed the creation of a Master of Science and a Graduate Certificate in Bioregional Planning and Community Design.

- There is extensive local need for a master' program in planning. Many professionals and other individuals are not in a position to pursue graduate degrees and/or coursework in neighboring states, but are place-bound because of personal or professional constraints that keep them in Boise.
- Boise State University 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 for graduate students and their mentors with agencies that need their research 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 out of the state.

In sum, Boise State University's Master of Community and Regional Planning program will have emphases that differ from those at other institutions, will provide the opportunity for students to pursue coursework and advanced degrees in planning, and will benefit agencies and other entities in southwest Idaho and throughout the state with research and projects that directly address local problems.

4. **Centrality** – documentation ensuring that program is consistent with the Board's policy on role and mission is required. In addition, describe how the proposed program relates to the Board's current Statewide Plan for Higher Education as well as the institution's long-range plan.

The proposed Master of Community and Regional Planning program is consistent with the current role and mission statement formulated for Boise State University by the State Board of Education (SBOE) The following are excerpts from our current role and mission statement:

"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 program is also consistent with the SBOE Eight-Year Plan for Delivery of Academic Programs (two-year update approved 8-10-06). According to the 8-year plan, Boise State University is assigned the statewide mission for "public policy" and "urban regional planning", including master's and doctoral programs in public policy, doctoral programs in public administration, master's and doctoral programs in urban studies, master's and doctoral programs in urban and regional planning, and master's and doctoral programs in social work.

The proposed program is also consistent with *Charting the Course*, the strategic plan for Boise State University. No thriving metropolitan region exists in the U.S. without a viable institution of higher education in its midst. Boise State University's vision is to become a metropolitan research university of distinction. The University is growing its endowment, its research capacity, and directly serves well over 19,000 students through its eight colleges. A program leading to the Master of Community and Regional Planning degree will add to the strategic vision of the university by providing additional avenues to develop networking and outreach opportunities with the community as well as recruit and retain an academically-prepared and diverse student body. The Master of Community and Regional Planning program will also strengthen and enhance educational opportunities for students at the graduate level.

In terms of community engagement, the Master of Community and Regional Planning program will provide a unique partnership between university educators and researchers and the increasingly urbanized Boise-Nampa metropolitan areas which recently passed the half-million population milestone. The program provides the community and region a way to:

- address pressing issues of growth, economic development, and quality of life
- provide resources (faculty and students) to the planning community, state and local governments, and other groups and organizations;
- educate future planners for Idaho;
- provide a source of information about growth, economic development, and quality of life in one convenient location.

5. Demand – address student, regional and statewide needs.

- a. Summarize the needs assessment that was conducted to justify the proposal. The needs assessment should address the following: statement of the problem/concern; the assessment team/the assessment plan (goals, strategies, timelines); planning data collection; implementing data collection; dissemination of assessment results; program design and on-going assessment. (See the Board's policy on outcome assessment.)

1. The Need for a Graduate Program by Communities and Agencies both Locally and Statewide
Analysis by CCBenefits, Inc, predicts Boise's 10 county service region will have six openings (new positions plus turnover) annually for Community and Regional Planners and a total of 15 new positions in the next five years. Idaho is predicted to have 12 openings annually for Community and Regional Planners and a total of 25 new positions in the next five years.

Urban and regional planning is a rapidly growing professional field. The Occupational Outlook Handbook published by the U.S. Department of Labor provides the following commentary:

- Local governments employ 7 out of 10 urban and regional planners;
- Most entry-level jobs require a masters degree; bachelor degree holders may find some entry-level positions, but advancement opportunities are limited;
- Most new jobs will arise in affluent, rapidly growing urban and suburban communities.

Community members, government officials, and business leaders recognize that issues such as suburban sprawl, air and water quality, social inequalities, traffic congestion, and crime threaten both the quality of life and ability to sustain economic development. Boise State University believes that the situation in the Treasure Valley, as well as other growing regions, is conducive to the creation of a nationally accredited graduate program that will produce professional planners to meet the critical need in Idaho and the Intermountain West.

In the fall of 2005, several Idaho county commissioners and real estate developers contacted Boise State University about their needs for professionally trained planners in their communities. Feedback as part of the needs assessment for the graduate certificate program in Community and Regional Planning indicated that there is substantial demand for professionally trained planners not just in the Treasure Valley, but also throughout the state. This feedback specifically revealed a lack of available training such that many towns in the region do not have planners. Additionally, of the communities that do have planners, many of them have untrained citizen planners. The graduate certificate program in Community and Regional Planning which began in the fall 2006 semester at Boise State University was a first step to address the critical

demand for professionally trained planners in the region and throughout the state. The proposed program will be the only true Master of Community and Regional Planning program in the Intermountain West. The University of Utah has a new urban planning program, and bachelor's and master's programs in landscape architecture and a bio-regional planning program. The University of Nevada has a program in land use planning and the University of Wyoming has a planning degree but there are no graduate programs in community and regional planning in the Intermountain West and no graduate level programs at all in Montana or Idaho.

Boise State University is located in the state center of public policy and administration. Boise is the state capital, and is the largest city and the seat of the most populous county in Idaho. The southwest Idaho region is one of the fastest growing areas in the country. With this growth comes increased demand for expertise in the planning process in the region, throughout the state and potentially the entire Intermountain West.

A number of cities and counties as well as consulting firms have indicated there is a substantial need for professionally trained planners. Agencies and industry also need local educational opportunities to better recruit, educate, and retain their employees. Many companies assess the availability of appropriate educational programs before locating to an area. It can be argued that the lack of a local master level program in planning is holding back the growth in many sectors. In particular, there exists an unmet need in several fields of planning: transportation, environmentally sustainable projects; adequate infrastructure development; and affordable housing to name a few. The lack of a trained workforce to address the increasing number of growth management issues hampers the way the Boise-Nampa region and State of Idaho can address these concerns during this period of high population growth and into the future.

The following quotes from letters of support illustrate the need for the proposed program:

"...A Masters in Community and Regional Planning will not only create a pool of experts for local government hiring purposes but also generate research and tools to assist our counties. ..." – Daniel Chadwick, Executive Director, Idaho Association of Counties

"...Through our direct work in Idaho's rural communities, I can tell you, unequivocally, the need for trained planners far exceeds availability. ..." – Dale Dixon, Executive Director, Idaho Rural Partnership

"...It would be much more beneficial to have locally trained and educated urban planners than importing this resource from outside. ..." – Scott Simplot, Chairman of the Board, J.R. Simplot Company

"...many people working in planning today have no educational background in the field at all. ..." – Daren Fluke, AICP, Senior Planner, J-U-B Engineers, Inc.

"...The Masters in Community and Regional Planning at Boise State will fill a critical need at a critical time. ..." – Jenn Atkinson, Planner, Sage Community Resources

"...It is thus imperative that we develop the creativity and expertise in community in planning... to help our valley deal effectively with the challenges that growth will bring in the coming years..." – David Bieter, Mayor, City of Boise

"The proposed ... program would assist local communities by not only educating future planners for Idaho but also provide continuing education and thus offer a valuable resource to local governments...." – Garret Nancolas, Mayor, City of Caldwell

“...A masters program will provide local communities new resources for training and recruitment of professionals that can help guide our communities to greatness. ...” – Nancy Merrill, Mayor, City of Eagle.

“It is critical to our region that we create the intellectual capacity to address planning needs from long range transportation planning ...to short range service planning...” – Kelli Fairless, Executive Director, Valley Regional Transit

...”We have had a difficult time recruiting planners that have a degree in Urban, Community or Regional Planning. ...” – Pamela Lowe, P.E., Director, Idaho Transportation Department

2. The Need for Research by our Faculty and Students

Research by faculty members and graduate students involved with the proposed program will be important to the agencies, businesses, and citizens of southwest Idaho in two primary ways: First, the research contributes to the development of public policy in areas of environmental policy, urban development, public administration, resource management, and conflict resolution, emergency preparedness and transportation and land use. Second, that research provides students a foundation in the planning sub-fields of environment and sustainability, transportation and land use, as well as regional and intergovernmental relations. In particular, students will acquire the methodological and theoretical background to investigate problems relating to human cooperation (e.g., environmental sustainability), and have the opportunity to study current and historical, concerns in community and regional planning (e.g., land and water use, human health, development patterns, housing, transportation and economic development). The creation of a Master of Community and Regional Planning program will strengthen research because master's students are able to conduct studies of depth and scope to the field the planning. The following are the types of studies presently underway:

- Information on urban design and building social capital in our communities;
- Better modeling of transportation and land use patterns;
- Emergency preparedness studies;
- Benchmarking the state of our region and change on more than 40 indicators on social, economic, fiscal, and environmental aspects of the region and comparing Boise and Coeur d'Alene with 13 other peer regions in western United States on indicators of importance including demographics, crime, income, and transportation.

3. The Need by Potential Students

Section 5.b. “Students” below describes in detail the need for the program by potential students.

4. Needs Assessment

The Department of Public Policy and Administration used a number of methods to assess the need for a program leading to the degree of Master of Community and Regional Planning. Results of our assessment efforts are described in sections 5.a.1 and 5.a.2 above as well as Section 5.b.1 “Students” below.

- Planners working in the area and region were solicited. Specifically, we sought input from private companies, nonprofits agencies, city, county and state agencies regarding their interest in having Boise State University offer a Master of Community and Regional Planning program;
- Companies/agencies were queried as to their interest in hiring BSU graduates in planning and the extent to which planners in the area would make use of graduate programs by seeking degrees or extended training;

- Current students in the Community and Regional Planning graduate certificate program were asked to respond to a survey of their potential interest in enrolling in a master's program in planning if offered at Boise State University.
- Current students in the MPA program were asked if they would enroll in a graduate program at Boise State or be interested in taking graduate level courses in planning;
- Alumni of the MPA program were asked to respond to a survey of their potential interest in the program;
- Current undergraduate students have made queries about preparation for a post baccalaureate planning degree.
- We asked CCBenefits, Inc., to conduct an assessment of the number of planning jobs that will be come available in the Treasure Valley and in the state of Idaho.

5. 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.

Initial and ongoing assessment of the program will include 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 appears 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.

Input of current and potential employers is essential to determining the appropriateness of program design and implementation. The program will periodically conduct inquiries and phone interviews of current and potential employers of Boise State University planning degree-holding graduates. Such surveys will assess the level and type of preparation sought by potential employers. In addition, companies and agencies offering internships and participating in the capstone experience will be asked to provide evaluations of student performance in areas of preparation that allow assessment of the success of the program design. The director of the Master of Community and Regional planning with the department's graduate faculty and in conjunction with the Graduate College, will assess the results of these data in evaluating the need for program change.

- b. Students - explain the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution.

Differentiate between the projected enrollment of new students and those expected to shift from other program(s) within the institution.

There will be five primary sources of students in the program:

1. One source will be students presently enrolled in the graduate certificate program in Community and Regional planning that would like to continue to furthering their planning education and remain in Boise. Twenty of the current 39 certificate students indicated they would go on for the Master of Community and Regional Planning degree. Another six

students indicated they would consider it or at least take additional course work in planning if it were available.

2. A second source will be students presently or previously in the MPA program that choose the MPA program because it was the closest Master level degree to a Master's in planning. There are three people from these groups that would like to go on and pursue the Master of Community and Regional planning. Another five students indicated that they would consider it or at least take additional course work in planning if it were available.
3. Another source of students includes people who are 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 or taking courses to earn credit toward the American Institute of Certified Planners (AICP) certification. The department has received very positive feedback from its contact with planners and administrators working locally and regionally in private and city/county/state capacity. All expressed interest in providing research and work opportunities for graduate students and in hiring graduates. Many respondents are very eager for Boise State University to provide this educational opportunity as soon as possible.
4. An additional 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, these students would have already established a working relationship with a faculty member and may have participated in a research project.
5. A final source will be bachelor 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 planning needs dealing with the environment, economic development, transportation and land use as well as housing, social, and community development. The proposed programs will give students the communication, technical, and analytical skills that are the foundation for employment in a variety of areas as well as Ph.D. level education opportunities. The department and faculty annually receive an estimated 50 to 60 phone calls and web page inquiries regarding the availability of graduate training in planning at Boise State University.

Student demand is documented through the results of the needs assessment described above (see section 5.a.3). An interesting aspect of student demand is the interest in the proposed program primarily by local, but also out-of-area students. Our faculty members receive inquiries each year from students interested in receiving a master's degree in planning at Boise State University. Most of these inquiries are local, often from individuals who are place-bound and prefer additional education through Boise State University. Two people that made inquiries about the graduate certificate program in Community and Regional Planning ultimately elected to leave the state to pursue a master's degree in planning in Chicago and Portland. There are many other people who cannot move to another area for a planning education. A program at Boise State University would provide an opportunity for place-based students to further their education in planning. Additionally, people throughout the state, as well as people in neighboring states such as Montana, could benefit from a Master of Community and Regional Planning at Boise State University.

Our results indicate that most of the enrollment in the proposed program will be new enrollments, although a minor component in the first year will be students who shift from other graduate degree or certificate programs.

- c. Expansion or extension – if the program is an expansion or extension of an existing program, describe the nature of that expansion or extension. If the program is to be delivered off-campus, summarize the rationale and needs assessment.

The proposed programs will build on the foundation of courses and faculty committed to teaching courses in the existing Community and Regional Planning program that leads to a graduate certificate. There are at present no plans to deliver the program off campus.

6. **Resources** – fiscal impact and budget.

On this form, indicate the planned FTE enrollment, estimated expenditures, and projected revenues for the first three fiscal years (FY) of the program. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reflect explanations of subsequent pages. If the program is a contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).

I. **PLANNED STUDENT ENROLLMENT**¹

	FY10		FY11		FY12	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	<u>6.25</u>	<u>13</u>	<u>11.75</u>	<u>23</u>	<u>13.75</u>	<u>27</u>
B. Shifting enrollments	<u>1.00</u>	<u>2</u>				
Total	<u>7.25</u>	<u>15</u>	<u>11.75</u>	<u>23</u>	<u>13.75</u>	<u>27</u>

1. Student FTE is computed by dividing the total number of student credits generated in an academic year by 24.

II. **EXPENDITURES**

	FY10		FY11		FY12	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs ²						
1. Faculty	<u>2.70</u>	<u>\$173,387</u>	<u>3.08</u>	<u>\$203,831</u>	<u>3.38</u>	<u>\$229,204</u>
2. Administrators	<u>0.40</u>	<u>\$27,000</u>	<u>0.40</u>	<u>\$27,810</u>	<u>0.40</u>	<u>\$28,644</u>
3. Adjunct faculty ³	<u>0.83</u>	<u>\$24,900</u>	<u>1.97</u>	<u>\$60,873</u>	<u>1.64</u>	<u>\$52,196</u>
4. Graduate/instructional asst ⁴ (\$20K stipend each)	<u>6.00</u>	<u>\$120,000</u>	<u>6.00</u>	<u>\$123,600</u>	<u>6.00</u>	<u>\$127,308</u>
5. Research personnel	<u>0.00</u>	<u>\$0</u>	<u>0.00</u>	<u>\$0</u>	<u>0.00</u>	<u>\$0</u>
6. Support personnel	<u>1.00</u>	<u>\$30,000</u>	<u>1.00</u>	<u>\$30,900</u>	<u>1.00</u>	<u>\$31,827</u>
7. Fringe benefits ⁵ (Not Applicable to FTE count)	<u>NA</u>	<u>\$94,150</u>	<u>NA</u>	<u>\$118,139</u>	<u>NA</u>	<u>\$124,747</u>
8. Other: GA Tuition/Fees ⁶ (Not Applicable to FTE count)	<u>6 t/f</u>	<u>\$42,985</u>	<u>6 t/f</u>	<u>\$45,134</u>	<u>6 t/f</u>	<u>\$47,390</u>
Total FTE Personnel And Costs:	<u>10.93</u>	<u>\$512,422</u>	<u>10.45</u>	<u>\$610,287</u>	<u>12.42</u>	<u>\$641,317</u>

2. Salary and stipend increases in table II.A are estimated at 3% per year.

3. Adjunct faculty costs based on nominal \$30,000 special lecturer annual salary to provide a conservative cost estimate; part-time adjunct faculty members will incur significantly lower costs in both salary and benefits.

4. Graduate assistants will not teach in the proposed program and therefore are not included as instructional personnel in the faculty tables of section 6.a.

5. Fringe benefits are estimated at 35% of salary except for graduate assistants which are estimated at 4% of stipend.

6. Total tuition and fees for graduate assistants are listed for an academic year; tuition and fee increases are estimated at 5% per year using \$6,500 for the 2007-08 academic year as the base.

	FY10	FY11	FY12
B. Operating Expenditures			
1. Travel	\$2,000	\$3,000	\$4,500
2. Professional services	\$1,000	\$1,000	\$1,000
3. Other services	\$0	\$0	\$0
4. Communications	\$360	\$720	\$1,440
5. Utilities	\$0	\$0	\$0
6. Materials & supplies (including specialized software)	\$4,400	\$10,600	\$11,200
7. Rentals	\$0	\$0	\$0
8. Repairs & maintenance	\$0	\$0	\$0
9. Materials & goods for manufacture & resale	\$0	\$0	\$0
10. Miscellaneous	\$0	\$0	\$0
Total Operating Expenditures:	\$7,760	\$15,320	\$18,140
	FY10	FY11	FY12
C. Capital Outlay			
1. Library resources	\$7,000	\$7,000	\$7,000
2. Equipment	\$84,500	\$10,000	\$10,000
Total Capital Outlay:	\$91,500	\$17,000	\$17,000
D. Physical Facilities Construction or major Renovation & other one-time expenses (\$10K accreditation in FY12)			\$10,000
E. Indirect Costs (overhead) (no unusual IC expected)	\$0	\$0	\$0
GRAND TOTAL EXPENDITURES:	\$611,682	\$642,607	\$676,457

III. REVENUES

	<u>FY 10</u>	<u>FY 11</u>	<u>FY 12</u>
A. Source of Funds			
1. Appropriated funds -- Reallocation – MCO	<u>\$611,682</u>	<u>\$642,607</u>	<u>\$686,457</u>
2. Appropriated funds -- New–MCO	<u>0</u>	<u>0</u>	<u>0</u>
3. Federal funds	<u></u>	<u></u>	<u></u>
4. Other grants	<u></u>	<u></u>	<u></u>
5. Fees	<u></u>	<u></u>	<u></u>
6. Other:	<u></u>	<u></u>	<u></u>
GRAND TOTAL REVENUES:	<u>\$611,682</u>	<u>\$642,607</u>	<u>\$686,457</u>

	<u>FY 10</u>	<u>FY 11</u>	<u>FY 12</u>
B. Nature of Funds			
1. Recurring*	<u>\$554,000</u>	<u>\$632,607</u>	<u>\$666,457</u>
2. Non-recurring**	<u>\$57,682</u>	<u>\$10,000</u>	<u>\$20,000</u>
GRAND TOTAL REVENUES:	<u>\$611,682</u>	<u>\$642,607</u>	<u>\$686,457</u>

* Recurring is defined as ongoing operating budget for the program that 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

Project for the first three years of the program, the credit hours to be generated by each faculty member (full-time and part-time), graduate assistant, and other instructional personnel. Also indicate salaries. After total student credit hours, convert to an FTE student basis. Please provide totals for each of the three years presented. Salaries and FTE students should reflect amounts shown on budget schedule. Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.

FY 10

Name/Rank	Annual Salary	FTE Assignment	Program Salary Dollars	Student CHR	Student FTE
TBA Director Assoc.Professor	\$67,500	0.33	\$22,275	18	0.75
TBA: Assoc.Professor	\$63,100	0.33	\$20,823	18	0.75
TBA: Assoc.Professor	\$63,100	0.33	\$20,823	18	0.75
John Freemuth Professor	\$67,749	0.33	\$22,357	12	0.50
Patricia Fredericksen Assoc.Professor	\$55,640	0.12	\$6,677	15	0.63
Suzanne McCorkle Professor	\$75,484	0.05	\$3,774	5	0.21
Richard Kinney Professor	\$68,224	0.05	\$3,411	3	0.13
Greg Hill Asst Professor	\$47,778	0.05	\$2,389	3	0.13
Susan Mason Asst Professor	\$48,256	0.33	\$15,924	16	0.67
Rebecca Mirsky Assoc. Professor and Chair	\$80,642	0.16	\$12,903	5	0.21
Mandar Khanal Assoc Professor	\$66,311	0.16	\$10,610	5	0.21
Uwe Reischl Professor	\$71,240	0.10	\$7,124	3	0.13
Dale Stephensen Assoc. Professor	\$83,304	0.10	\$8,330	4	0.17
David Wilkins Asst Professor	\$58,344	0.15	\$8,752	6	0.25
Shawn Benner Asst Professor	\$56,264	0.03	\$1,688	3	0.13
James McNamara Professor	\$64,356	0.05	\$3,218	3	0.13
Sian Mooney Assoc Professor	\$76,981	0.03	\$2,309	3	0.13
Program Adjunct Professors	\$30,000	0.25	\$7,500	18	0.75
Geosciences Adjunct Professors	\$30,000	0.45	\$13,500	6	0.25
MPA Adjunct Professors	\$30,000	0.13	\$3,900	10	0.42
TOTAL	\$1,078,073	3.53	\$198,287	174	7.25

FY 11

Name/Rank	Annual Salary	FTE Assignment	Program Salary Dollars	Student CHR	Student FTE
TBA Director Assoc.Professor	\$69,525	0.40	\$27,810	40	1.67
TBA Assoc. Professor	\$65,000	0.50	\$32,500	36	1.50
TBA Assoc. Professor	\$65,000	0.50	\$32,500	36	1.50
John Freemuth Professor	\$69,781	0.33	\$23,028	15	0.63
Patricia Fredericksen Assoc Professor	\$57,309	0.16	\$9,169	16	0.67
Suzanne McCorkle Professor	\$77,748	0.05	\$3,887	3	0.13
Richard Kinney Professor	\$70,271	0.05	\$3,514	3	0.13
Greg Hill Asst Professor	\$49,211	0.05	\$2,461	3	0.13
Susan Mason Asst Professor	\$49,703	0.33	\$16,402	20	0.83
Rebecca Mirsky Assoc. Professor and Chair	\$83,061	0.16	\$13,290	5	0.21
Mandar Khanal Assoc Professor	\$68,300	0.16	\$10,928	5	0.21
Uwe Reischl Professor	\$73,372	0.10	\$7,337	3	0.13
Dale Stephensen Assoc. Professor	\$85,803	0.10	\$8,580	2	0.08
David Wilkins Asst Professor	\$60,094	0.05	\$3,005	6	0.25
Shawn Benner Asst Professor	\$57,951	0.03	\$1,739	3	0.13
James McNamara Professor	\$66,286	0.08	\$5,303	3	0.13
Sian Mooney Assoc Professor	\$79,290	0.03	\$2,379	3	0.13
Program Adjunct Professors	\$30,900	1.38	\$42,642	64	2.67
Geosciences Adjunct Professors	\$30,900	0.46	\$14,214	6	0.25
MPA Adjunct Professors	\$30,900	0.13	\$4,017	10	0.42
TOTAL	\$1,240,405	5.05	\$264,704	282	11.75

FY12

Name/Rank	Annual Salary	FTE Assignment	Program Salary Dollars	Student CHR	Student FTE
TBA Director Assoc.Professor	\$71,610	0.40	\$28,644	36	1.50
TBA Assoc. Professor	\$66,950	0.66	\$44,187	44	1.83
TBA Assoc. Professor	\$66,950	0.66	\$44,187	44	1.83
John Freemuth Professor	\$71,874	0.33	\$23,718	15	0.63
Patricia Fredericksen Assoc Professor	\$59,028	0.12	\$7,083	16	0.67
Suzanne McCorkle Professor	\$80,080	0.05	\$4,004	4	0.17
Richard Kinney Professor	\$72,379	0.05	\$3,619	3	0.13
Greg Hill Asst Professor	\$50,687	0.05	\$2,534	3	0.13
Susan Mason Asst Professor	\$51,194	0.33	\$16,894	20	0.83
Rebecca Mirsky Assoc. Professor and Chair	\$85,552	0.16	\$13,688	10	0.42
Mandar Khanal Assoc Professor	\$68,300	0.16	\$10,928	10	0.42
Uwe Reischl Professor	\$70,349	0.10	\$7,035	9	0.38
Dale Stephensen Assoc. Professor	\$88,377	0.10	\$8,838	8	0.33
David Wilkins Asst Professor	\$61,897	0.10	\$6,190	10	0.42
Shawn Benner Asst Professor	\$59,689	0.03	\$1,791	3	0.13
James McNamara Professor	\$68,274	0.05	\$3,414	3	0.13
Sian Mooney Assoc Professor	\$81,669	0.03	\$2,450	6	0.25
Adjunct Professors	\$31,827	1.13	\$35,965	67	2.79
Geosciences Adjunct Professors	\$31,827	0.38	\$12,094	9	0.38
MPA Adjunct Professors	\$31,827	0.13	\$4,138	10	0.42
TOTAL	\$1,270,340	5.02	\$281,400	330	13.75

b. Administrative Expenditures

Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program.

Administrative duties will be carried out by a program director/coordinator. An administrative assistant will assist with the clerical duties. The following table shows details for FY10; administrative salaries are estimated to increase at 3% per year in table II.A above.

Name/Rank	Annual Salary	FTE Assignment	Program Salary	% Salary to Program
TBA, Director and Program Coordinator	\$67,500	0.40	\$27,000	40% of annual salary
TAB, Administrative Assistant	\$30,000	1.00	\$30,000	100% of annual salary

Faculty members from the following academic units at Boise State University will participate in the proposed program: Department of Public Policy and Administration, Department of Political Science, College of Health Sciences, Department of Civil Engineering, Department of Construction Management, Department of Economics, and the Department of Geosciences.

c. Operating Expenditures (travel, professional services, etc) Briefly explain the need and cost for operating expenditures.

The implementation of the new program requires additional operating expenses: travel for three new faculty members by FY12 at \$1,500 each (\$4,500), \$1,000 for professional services such as printing and graphics, four new telephone lines by FY12 at \$360 annual each (\$1,440), materials and supplies including specialized software licenses totaling \$11,200 by FY12.

d. Capital Outlay

(1) Library Resources

- (a) Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? If not, explain the action necessary to ensure program success.

Library resources are adequate to ensure the operation and success of the present graduate certificate program in Community and Regional Planning.

- (b) Indicate the costs for the proposed program including personnel, space, equipment, monographs, journals, and materials required for the program.

The library costs assignable to the proposed program will require approximately \$7,000 annually by FY10, and will be used to increase monograph holdings, add journals that reflect the research interests of incoming graduate students (see list below), and addition of an appropriate database.

Journal of Architecture and Planning
Town and Planning Review
Environment and Planning C: Government and Policy

- (c) For off-campus programs, clearly indicate how the library resources are to be provided.

Not applicable because the proposed program is not an off-campus program.

(2) Equipment/Instruments

Describe the need for any laboratory instruments, computer(s), or other equipment. List equipment, which is presently available and any equipment (and cost) which must be obtained to support the proposed program.

As mentioned in section 2.d, a new computer laboratory for teaching methods courses in GIS, community data, qualitative and quantitative analysis, impact analysis, and visualization techniques in planning will require the acquisition of new computer hardware and software (estimated at \$84,500 in FY10, and additional \$10,000 expenditures in each of FY11 and FY12).

(3) Physical Facilities

The new computer laboratory, as well as office space for the new faculty members, will be accommodated in a new building planned for the eastern main Boise campus, and currently in the schematic design phase (occupancy scheduled for spring or fall 2010). Existing Boise State University campus facilities will accommodate the program during its first year.

(4) Accreditation

One-time costs (\$10,000) associated with securing PAB accreditation are included in FY12.

e. Revenue Sources

- (1) If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

Reallocation of existing state appropriated funds represents reassignment of portions of faculty FTE within the Department of Public Policy and Administration and other relevant departments. Much of the reallocated appropriated time reflects additional students in existing courses offered for existing programs, and this strategy minimizes impact on existing programs. In addition, the impact within the Department of Public Policy and Administration is offset by the addition of a three new full-time planning faculty members, and the addition of adjunct faculty members, using new appropriated funds (above MCO).

- (2) If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

Funding will be developed from a number of sources, including tuition and enrollment workload adjustments associated with enrollment growth, private donations, and grants and contracts. The exact mix of funding will be dependent on our success in each of the above. Boise State is deeply committed to securing the funding necessary for this program, and recognizes that further reallocation may be necessary.

- (3) Describe the federal grant, other grant(s), special fee arrangements, or contract(s) to fund the program. What does the institution propose to do with the program upon termination of those funds?

We anticipate no decline in the amount of funds from external sources. Faculty members in the Department of Policy and Public Administration raised over \$1.3M in external funding during the past year. There is no reason to expect that this number will decrease, especially given that three new faculty members will join the program. The department anticipates seeking external foundation support as well. Finally, the addition of a graduate program in planning should facilitate collaborations with other academic units, resulting in joint grant submissions.

Appendix: Letters of Support

- **From Businesses**
- **From Government Agencies**
- **From Non-Governmental Organizations**



May 1, 2007

Dr. Sona Andrews
Provost and Vice President for Academic Affairs
Boise State University
1910 University Dr.
Boise, ID 83725

Dear Dr. Andrews:

The Boise Metro Chamber of Commerce supports a Masters degree in Community and Regional Planning at Boise State University.

This degree is important not only for the high-growth area of southwest Idaho, but for the entire state. The population of the five-county Boise City-Nampa Metropolitan Statistical Area (MSA) now numbers 615,000 people. The urbanization of this area is unprecedented within the state of Idaho. Urban growth is occurring in other parts of the state as well. Also, community planning is important in the less-populated areas of the state due to Idaho's Land Use Planning Act. The services provided by a person with this degree will be very much in demand throughout Idaho.

The Chamber was an early advocate of the establishment of the Institute for Community and Regional Planning at Boise State University. Such an Institute was discussed several times at the Chamber's annual Leadership Conference for business leaders and elected officials. The Chamber believes this Masters degree will heighten the need for private and public sector funding for the Institute.

If you have any questions on the Chamber's support for the Masters degree in Community and Regional Planning, please contact us.

Very truly yours,

A handwritten signature in cursive script that reads "George Iliff".

George Iliff,
Chairman of the Board

A handwritten signature in cursive script that reads "Nancy Vannorsdel".

Nancy Vannorsdel,
President & CEO



CORPORATE HEADQUARTERS

RECEIVED

MAY 08 2007

PROVOST - OFFICE

May 4, 2007

Ms. Sona Andrews
Provost and Vice President of Academic Affairs
Boise State University
1910 University Drive
Boise, ID 83725

Dear Sona:

I want to express my enthusiastic support for adding a Masters in Community and Regional Planning to the many academic options at Boise State University. The J. R. Simplot Company has been a significant employer in the Treasure Valley for over 50 years and has had a major business presence in Idaho and the Northwest over that time. Our historic connection with agriculture and our understanding of the impact of urban growth on the future of farm production and opportunities leads us to believe that the importance of well thought out regional land use planning will be a crucial need for the Treasure Valley in the 21st Century. Cooperative and sustainable urban growth should be the goal of every community and a high level of education for professional advisors is a critical component for reaching that potential.

The J. R. Simplot Company and the Simplot family have been involved in local Treasure Valley real estate development for a long time. Our interest in quality urbanization of Boise and its environs is evident in the quality of our projects including Columbia, Somerset Ridge, Boise Heights, Arrowhead Canyon, the Grove Hotel and the Marriott Courtyard/Perkins Restaurant complex on Front and Broadway. As we continue to develop our properties in the Treasure Valley, we will require expert advice from our consultants and employees and we expect expert assistance from local governmental jurisdictions. That expert advice and assistance should come from educated and experienced urban, community and land use planners familiar with options and alternatives for effective, market based, quality development. Just as important as the education itself is the local context for training provided by having Boise State University use the Treasure Valley as the teaching laboratory. It would be much more beneficial to have locally trained and educated urban planners than

importing this resource from outside. Formal education with exposure to well thought out urban planning ideas from around the country combined with exposure to local Treasure Valley issues and concerns would seem to provide an ideal opportunity to ensure that Southwest Idaho remains a place that we can all appreciate.

We have been particularly impressed with the participants in the Graduate Certificate in Community and Regional Planning program currently offered in the Department of Public Policy and Administration. One of our employees specifically commented on the quality of the presentation made by the students at the 2006 Boise Chamber of Commerce Leadership Conference. Their report and presentation was entitled the *Treasure Valley State of the Region*. The report established a foundation of data and information for future evaluation, comparison and study. The entire project was first rate and reflects the type of opportunity we believe should be expanded.

During the last few years, Boise State University has become much more reactive to business and community needs and opportunities. The J. R. Simplot Company has realized benefits from new programs you have introduced in the College of Business and Economics including graduate programs in accounting, tax and business, in addition to our ongoing relationship with many of your faculty. We believe a natural extension of the services you can provide would be the introduction of a graduate program in Community and Regional Planning.

Thanks for your consideration and, if we can help further, please let us know.

Sincerely,



SCOTT R. SIMPLOT
Chairman of the Board

SRS:ks



701 South Allen St. P: 208-433-8800
Suite 104 F: 208-378-0329
Meridian, ID 83642

hubblehomes.com

RECEIVED

MAY 02 2007

PROVOST - OFFICE

May 1, 2007

Dr. Sona Andrews
Provost and Vice President for Academic Affairs
Boise State University
1910 University Drive
Boise, Idaho 83725

Dear Dr. Andrews:

As a former Ada County Commissioner I supported the need for additional planners in the Treasure Valley. Now, as the Director of Governmental Affairs for Hubble Homes, seeing the need from the private sector I believe it is even more important. I strongly support a Masters degree in Community and Regional Planning at Boise State University.

Our community, our State is growing so quickly that elected officials and their staffs can barely maintain the pace the private sector demands of them. With limited, qualified staff the burden is tremendous. Turnover is great amongst agencies simply because good people are hard to find. When one agency can attract an individual away from another community or nearby state it is a moment to celebrate.

This degree could mean the difference between thousands of additional dollars on a loan to a home buyer or not qualifying at all to buy a home. The longer a plat is held in the review process by staff of an agency the more interest cost is accumulated by the developer which he in turn passes on in the price of the house.

Supporting the Masters degree in Community and Regional Planning at Boise State University is just good business and will result in a better, more livable community thru better design.

Should you have any questions regarding my support for the program please contact me.

Sincerely,



Judy Peavey-Derr
Governmental Affairs Director
Hubble Homes
701 Allen Street
Meridian, Idaho 83642



UNITED HERITAGE®
Financial Group

May 4, 2007

Dennis L. Johnson
President and CEO

RECEIVED

MAY 07 2007

PROVOST - OFFICE

Dr. Sona Andrews
Provost and Vice President for Academic Affairs
Boise State University
1910 University Dr.
Boise, ID 83725

Dear Dr. Andrews:

I wanted to write and express that I am in agreement with and support a Masters degree in Community and Regional Planning at Boise State University.

This degree is important not only for the high-growth area of southwest Idaho, but for the entire state. With over 615,000 people in the five-county Boise City-Nampa Metropolitan Statistical Area (MSA), services provided by a person with this degree would be in real demand.

As President and CEO of the United Heritage Financial Group of insurance companies with the home office located in Meridian, Idaho, past Chairman of the Boise Metro Chamber of Commerce, and current Chairman of the Boise Valley Economic Partnership, it is my belief that offering this Masters degree will only further enhance and strengthen the region as well as bring focus to the need for private and public sector funding for the Institute.

Sincerely,



Dennis L. Johnson

DLJ/plh

cc: Dr. Robert Kustra



Real Estate Banking
101 S Capitol Blvd Suite 201
Boise, ID 83702
208 383-7640
208 383-7645 fax

RECEIVED

MAY 24 2007

PROVOST - OFFICE

May 21, 2007

Sona Andrews
Provost & V.P of Academic Affairs
Office of the President
Boise State University
1910 University Drive
Boise, ID 83725

Dear Sona:

I am writing this letter to give you my wholehearted endorsement for a Masters in Community and Regional Planning at Boise State University. As the Senior Vice President and Division Manager of Commercial Real Estate for U.S. Bank I can tell you without hesitation that the quality of life in the Treasure Valley during my lifetime will be directly tied to our ability to plan for the valley's inevitable growth. Having said this, the challenge is to develop a program that is both object and scholastic and that invites developers, homebuilders, financiers, appraisers, traffic engineers, environmental engineers, demographers, and others to the process. To embark on a program that endeavors to replicate Portland or other cities held out as models for ideal growth management will be doomed to failure both in terms of program effectiveness and longevity.

This means there can be no room for preconceived notions about right and wrong planning, but rather an honest endeavor to understand all constituencies and to seek solutions that fit the real world. In the real world, incentives, collective resources, access to capital, discovery of existing planning solutions (including Portland), and a sense of what the broader Treasure Valley market sees as quality of life, is what will drive positive change and a successful program.

In talking with Susan Mason, I am confident that the program will embody a broad range of expertise and perspectives and will strive to be the objective and scholastic source so needed in this arena. To think that a valley that is routinely highlighted as among the 4 fastest growing communities in the country does not have a university level program in planning tells me that demand exists and where there is demand there is opportunity. I hope Boise State chooses to seize the opportunity at hand.

Sincerely,

Rob R. Perez
Senior Vice President and Manager
U.S. Bank Commercial Real Estate Division

Cc: Susan Mason



RECEIVED

MAY 25 2007

PROVOST - OFFICE

May 24, 2007

Dr. Sona Andrews, Provost
Boise State University
1910 University Dr.
Boise, ID 83725-1935

Dear Dr. Andrews,

This letter is written in support for the proposed Masters degree in Community and Regional Planning at Boise State University. It is no revelation that the region we inhabit is experiencing unprecedented growth. The pace of that growth is significant not only in Idaho but surpasses most growth rates experienced throughout the country. Yet our capacity to respond to such growth and direct its beneficial aspects is sorely under developed. The fact that a state with one of the highest growth rates in the nation has no planning school is an absurdity and a formula for disaster.

We all choose to reside in Idaho so as to experience the urban amenities we have come to expect in close proximity to incredible outdoor opportunities. As others discover what we have and choose to join us, are we doomed to the degradation of the life-style we have chosen?

A well designed program to educate planning professionals in Boise is an essential element in ensuring the positive future that we hope to see. The ground work done at Boise State University in knitting together a comprehensive discipline to include planning for environmental and natural resource issues, land use and transportation, economic development and housing and community development establishes a solid foundation to impart skills in critical areas that will be needed as we experience the anticipated growth of our region.

As a person who deals with most of these issues on a daily basis and one who has experienced the professionalism of other areas, I understand the need to enhance the skill-base in this state. Positive outcomes will not come from good intentions alone.

I encourage your continued support for this essential program and also request the State Board of Education to act affirmatively in support of this endeavor as well.

Sincerely,

Phillip K. Kushlan
Executive Director

805 W. Idaho St., Suite #403
Boise, Idaho 83702
P.O. Box 987 (83701)
phone. 208-384-4264
fax. 208-384-4267
www.ccdcboise.com



May 18, 2007

Dr. Sona Andrews
Provost & Vice President for Academic Affairs
Boise State University
1910 University Drive
Boise, ID 83725

RE: Community and Regional Planning Masters Program

Dear Dr. Andrews:

I am writing on behalf of J-U-B Engineers to express our support for a Masters Degree in Community and Regional Planning at Boise State University. I am a certified professional planner and have been working in the planning field in Boise since 1994. I spent five years working as a planner for Ada County and the last seven years working as a planning consultant to government agencies and developers in Idaho, Utah, and Washington. Having grown up in this area, I've experienced the growth of the last 15 years on both a personal and a professional level and I harbor both selfish and professional motivations for wishing to see a bona fide planning program at BSU.

Since I began working in this area in 1994 I have seen an explosion in the field of planning in both the public and private sectors. While this has largely been a positive phenomenon for those of us working as planners, it has created numerous difficulties for the profession, particularly in the public sector. In essence, wages have increased but the quality of the applicants has not. In fact, many people working in planning today have no educational background in the field at all.

This has impacts on the quality of the development proposals being submitted and more importantly, on the quality of the professional advice being given to the local elected officials making the land use decisions. Growing communities desperately need professional planners that are well grounded in the fundamentals of land use planning to create meaningful comprehensive plans (as mandated by the state), to craft effective zoning ordinances to implement those plans, and to advise elected officials on planning and development. Similarly, the private sector requires knowledgeable planners to advise the development community and bring forward quality development proposal that benefit both the public and their clients.





Engineers Surveyors Planners

Dr. Sona Andrews
May 18, 2007
Page 2

On a more personal note, we are just now wrapping up an exhaustive recruitment process for an assistant planner for our Boise office and can personally attest to the lack of qualified applicants in the area. While the existing Certificate in Community and Regional Planning Program is starting to yield people with a familiarity with comprehensive land use planning, a more comprehensive and far reaching program would be tremendously beneficial. I anticipate that J-U-B will be looking to hire one to three planners in the next five years. A planning program at Boise State would be a huge help in providing well qualified candidates with a familiarity and understanding of this area.

As all of us know, the western United States in general, and Idaho in particular, is a very attractive place to live. People will continue to move here regardless of the planning we do. Unfortunately, it is the planning that we don't do that will define the quality of life for our descendants.

Someone once remarked that if you are failing to plan, you are planning to fail. Lets help our growing communities by providing a well trained and qualified work force to take on the challenges of the coming decades.

Sincerely,

J-U-B ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'D. Fluke'.

Daren Fluke, AICP
Senior Planner





CH2M HILL
322 East Front Street
Suite 200
Boise, ID 83702-7359
Tel 208.345.5310
Fax 208.345.5315

May 30, 2007

Sona Andrews, Provost and Vice President for Academic Affairs
Jim Munger, Associate Vice President for Academic Planning
1910 University Drive
Boise, ID 83725-1935

Subject: Boise State University
Proposed Masters Program in Community and Regional Planning

Dear Ms. Andrews & Mr. Munger:

CH2M HILL would like to express our support for the proposed Boise State University Masters in Community and Regional Planning program. We feel this program would be particularly beneficial to our company as well as the community in addressing pressing issues of growth, economic development, and quality of life.

We feel the Masters program will provide a unique partnership between the increasingly urbanized Boise-Nampa metropolitan areas which recently passed the half-million population milestone, and university educators and researchers. The southwest Idaho region is one of the fastest growing areas in the country. With this growth comes increased demand for expertise in the planning process in the region and throughout the state and potentially the Intermountain West. The program is not only consistent with the goal to become a metropolitan research university of distinction; it provides the community and region a way to:

- address pressing issues of growth, economic development, and quality of life;
- provide resources (faculty and students) to the planning community, to state and local governments, and other groups and organizations;
- educate future planners for Idaho;
- provide a source of information about growth, economic development, and quality of life in one convenient location.

Our business is directly impacted by this growth. CH2M HILL is the business of planning designing and constructing the infrastructure that supports our communities. Not only will we need access to a trained workforce with urban and community planning skills, but our

Sona Andrews, Provost and Vice President for Academic Affairs
Jim Munger, Associate Vice President for Academic Planning
Page 2
May 30, 2007

clients; cities; counties; infrastructure districts; state agencies; transportation departments;
etc. all are in drastic need of these skills.

Again CH2M HILL is a strong supporter of this program at BSU. I believe it aligns with the
core mission of BSU to become a relevant "Metropolitan Research University of Distinction"
and we urge the University to move forward with this much needed program.

Sincerely,

CH2M HILL

A handwritten signature in dark ink, appearing to read "Mark Bowen", with a long horizontal flourish extending to the right.

Mark A. Bowen
VP, Area Manager



August 9, 2007

Sona Andrews, Provost
Office of the President
Boise State University
1910 University Drive
Boise, ID 83725

RE: Support for Masters in Community & Regional Planning

Dear Dr. Andrews,

As a planner for southwest Idaho's Economic Development District, I fully support a Masters in Community and Regional Planning at Boise State University. For over 35 years, Sage Community Resources (Sage) has provided community and economic development services in the ten counties of Region III. In recent years, the need for land use and community planning services has increased dramatically. There is an immediate need for planning professionals trained using "real-world" applications who understand how to take a comprehensive approach.

Sage is in the processes of launching a Development Services Department to better meet the needs of its member communities. Requests for assistance with State-mandated planning documents (Comprehensive Plans, Land Use Ordinances & Subdivision Ordinances) are becoming more and more frequent. Given the pace and magnitude of growth in southwest Idaho, communities also are requesting proactive planning tools: design standards, landscaping guidelines, impact fees, and overlay districts among others.

The needs assessment conducted through our Development Services Program pilot project in Greenleaf, Wilder and Parma indicates that city staffs (Mayors, city clerks, Planning and Zoning Commissioners) are overwhelmed with planning-related activities. The assessment also found that regulations and guidelines governing the planning process and planning fees are out of date. Rural communities need professional planning staff. The goal of this pilot project was for cities to work toward budgeting a shared "circuit rider" planner by adopting a planning line item in their budgets. The program has been very successful! Greenleaf adopted \$5,000 and Parma adopted \$25,000! Within the next 1-2 years these cities will be hiring a circuit rider planner.

Boise State, southwest Idaho, and Sage will benefit from this new Masters program in several ways. Through a partnership with Boise State, Sage could:

- Incorporate current students into "real-world" planning projects in our member communities;
- Incorporate current students and graduates into a "circuit rider" program; and
- Hire graduates to fill positions in our Development Services Department and GIS Mapping Lab.

The Masters in Community and Regional Planning at Boise State will fill a critical need at a critical time. The need for professional planners already surpasses the supply in southwest Idaho. I offer my full support for this important addition to Boise State University's academic offerings.

Sincerely,

Jenn Atkinson, Planner
Enc.

Main Office
125 E. 50th St.
Garden City, ID 83714
T 208.322.7033
800.859.0321
F 208.322.3569

Weiser Office
P.O. Box 311
Weiser, ID 83672
T 208.549.2411
800.859.0324
F 208.549.0071

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Southwest Idaho*

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1.800.377.3529

EEO/AA Employer

===== o =====
CLARK DEVELOPMENT

September 13, 2007

Sona Andrews
Provost and Vice-President For Academic Affairs
Boise State University
1910 University Drive
Boise, Idaho 83725

Re: Proposed Masters of Community and Regional Planning Program

Dear Ms. Andrews:

I am writing to express support for the program referenced above. As you may be aware, I taught a class at BSU this Spring concerning real estate development as an adjunct faculty member and have agreed to do so again this coming year. My willingness to assist BSU in this way is largely because there is a deficit in the Idaho higher education system with respect to the many and complex planning related issues.

The State of Idaho and the entire western region is experiencing intense growth and the attendant issues such as: urban and rural land use; transportation systems; conflicts of growth with agriculture, wildlife and other resources; regulatory framework; neighborhood character; and growth management. Existing positions at all levels of government and with private firms are going unfilled, and if they can be filled, often to people from out of state.

We as a firm are involved in real estate development and consulting. We deal on a daily basis with planners, land use issues and the regulatory process. We are constantly affected by overloaded agencies that do not have the personnel to effectively handle their responsibilities. We have at least one person on our staff that would take part in the proposed program and we would be interested in students who would graduate from this program in the future.

We very much want to see this state succeed in managing its growth and maintaining its quality of life and a healthy economy. The proposed program will be a key ingredient in accomplishing these goals.

Please let me know if you have any questions or comments.

Sincerely,



Bill Clark



TETRA TECH, INC.

November 9, 2007

Sona Andrews, Provost and Vice President for Academic Affairs
Office of the President
Boise State University
1910 University Drive
Mail Stop 2075
Boise, ID 83725

Dear Ms. Andrews,

On behalf of Tetra Tech, Inc., I am pleased to support Dr. Susan Mason's proposal to establish a Master of Community and Regional Planning Program at Boise State University. This proposal is particularly timely given the questions of growth confronting the fast-growing Treasure Valley communities. It is becoming increasingly clear that "quality of life" is essential to attracting new businesses and stimulating economic development. The need for trained planning professionals was one of the issues raised at last years' Idaho Land Use Summit and I am sure it will be at the top of the agenda again this year.

The principal challenge in designing an MSRP program is providing the necessary theoretical framework for prospective planning professionals, while at the same time, developing the practical skills necessary for real world problem solving. The program needs to be broad-based and encourage interdisciplinary thinking in order to effectively tackle policy issues related to transportation, air quality, sustainable design and the various dimensions of growth and economic development. I am quite confident that, under the guidance of Dr. Mason, this program will have strong relevance to these prescient issues confronting the Treasure Valley and beyond.

Tetra Tech has over 8,000 scientists, planners, and engineers working in offices throughout the country. Our two Boise offices employ approximately 15 professionals. We have the potential to double our staff over the next five years and would anticipate similar trends from other leading environmental consulting firms in the Treasure Valley. Tetra Tech has begun building partnerships with BSU and University of Idaho and looks



TETRA TECH, INC.

forward to opportunity to provide internships and other training opportunities for future MCRP Program students. We are currently collaborating with Dr. Mason and the Public Policy Program on potential community planning project opportunities.

I am also privileged to be a member of the American Planning Association's newly established State Chapter. APA has supported curriculum development in universities across the country and can no doubt lend professional assistance to an evolving MCRP program. Boise State University has an excellent opportunity to develop this program into one of national prominence.

I am extremely optimistic about the potential for such an exciting program. Please feel free to call on me if you have any questions.

Sincerely,

Morty Prisament

Morty Prisament, AICP | Environmental Planning Manager
Direct: 208.343.4085 | Cell: 510.454.6811 | Fax: 208.343.4756
morty.prisament@tetra.com

Tetra Tech | Complex World, Clear Solutions
www.tetratech.com | NASDAQ:TTEK
106 North Sixth Street, Suite 202 | Boise, Idaho 83702



David H. Bieter
Mayor

City Council

President
Elaine Clegg

Council ProTem
David Eberle

Vernon L. Bisterfeldt
Maryanne Jordan
Alan W. Shealy
Jim Tibbs

Boise City Hall
Third Floor
150 N. Capitol Boulevard

Mailing Address
P. O. Box 500
Boise, Idaho 83701-0500

Phone
208/384-4422

Fax
208/384-4420

TDD/TTY
800/377-3529

Web
www.cityofboise.org/mayor

Office of the Mayor

May 15, 2007

Sona Andrews
Provost and Vice President for Academic Affairs
Boise State University
1910 University Drive
Boise, ID 83725-1935

Dear Dr. Andrews:

On behalf of the people of Boise, I'm pleased to offer my enthusiastic support to Boise State University and its proposal to establish a Master's Degree program in Community and Regional Planning.

The Treasure Valley is one of the fastest-growing metropolitan regions in the nation and also among the most geographically isolated. It is thus imperative that we develop the creativity and expertise in community planning in all its aspects – land use, transportation, economic and environmental – to help our valley deal effectively with the challenges that growth will bring in the coming years. Boise State's proposed Community and Regional Planning Master's program will assist us greatly in this crucial effort.

The City of Boise employs almost two dozen planners in various capacities throughout our organization; that number increases yearly and will continue to do so for the foreseeable future. I have no doubt that many of these professionals will take advantage of Boise State's expanded education opportunities to further their training and advance their careers in ways that will provide tremendous benefits to our citizens.

Congratulations to Boise State University for taking this vital and visionary step. Please let me know if I can assist in any way in furthering this endeavor.

Sincerely,

A handwritten signature in blue ink that reads "David Bieter".

David H. Bieter
Mayor

**TOM DALE
MAYOR**



**CITY HALL
411 3RD ST. SOUTH
NAMPA, IDAHO 83651
(208) 468-5401
FAX: (208) 465-2227**

OFFICE OF THE MAYOR

May 22, 2007

Ms. Sona Andrews
Provost and Vice President for Academic Affairs

Dear Ms. Andrews:

The City of Nampa would like to express its support for the Masters of Community and Regional Planning at Boise State University.

The City of Nampa and local communities would benefit greatly from a Masters program to support the Boise-Nampa metropolitan area. As one of the fastest growing regions in the country, this is an essential tool for future leaders.

This dynamic program would teach students the fundamentals of planning and planning methods, and teach an understanding of the balance of transportation, air quality, crime, affordable housing, economic development, recreation, and other essential components of growth. I ask you to support this invaluable program which will help us address the pressing issues impacting the Boise-Nampa area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Dale", is written over a faint, circular official stamp.

Tom Dale
Mayor
City of Nampa

MAYOR

GARRET L. NANCOLAS

CITY CLERK

MONICA JONES



COUNCIL MEMBERS

DENNIS CALLSEN
RICK WELLS
ROB HOPPER

ROB OATES
JAMES DAKAN
JIM BLACKER

May 25, 2007

Dr. Jim Munger, Ph.D.
Associate Vice President for Academic Planning
Boise State University
1910 University Drive
Boise, ID 83725

Dear Dr. Munger:

I am writing this letter in support of consideration for the Masters of Community and Regional Planning program at Boise State University. It is my understanding that this program would connect Boise State University's academic expertise in public policy and related issues with the professional expertise in planning from Boise and the surrounding area. This program would help fulfill a needed element within the State of Idaho.

Along with the increased development and growth of the Treasure Valley, the City of Caldwell has also experienced tremendous growth within the past eight years. With expansion at such a rapid pace, the need for additional city planning staff has become essential. The City of Caldwell alone has increased our planning staff from two to five persons within the past few years.

Recently, when faced with the task of hiring additional professional planners within our Community Development Department, it was challenging to locate qualified personnel within the local area. The proposed Masters of Community and Regional Planning program would assist local communities by not only educating future planners for Idaho but also provide continuing education and thus offer a valuable resource to local governments.

Additionally, the implementation of such a program would assist local municipalities with an informational resource about growth, transportation, and economic development. This resource could become a very valuable tool when considering future development and its impact on municipalities and surrounding areas.

Thank you for your kind consideration of this request. If you have any questions, please feel free to contact me at 455-3011.

Sincerely,

Garret L. Nancolas
Mayor

**MAYOR**

Tammy de Weerd

CITY COUNCIL MEMBERS

Keith Bird
Joseph W. Borton
Charles M. Rountree
David Zaremba

RURAL FIRE COMMISSIONERS

Clair Bowman
Richard Greene
Terry Leighton

CITY DEPARTMENTS

City Attorney/HR
703 Main Street
898-5506 (City Attorney)
898-5503 (HR)
Fax 884-8723

Fire
540 E. Franklin Road
888-1234 / fax 895-0390

Parks & Recreation
11 W. Bower Street
888-3579 / fax 898-5501

Planning
660 E. Watertower Lane
Suite 202
884-5533 / fax 888-6854

Police
1401 E. Watertower Lane
888-6678 / fax 846-7366

Public Works
660 E. Watertower Lane
Suite 200
898-5500 / fax 898-9551

- Building
660 E. Watertower Lane
Suite 150
887-2211 / fax 887-1297

- Wastewater
3401 N. Ten Mile Road
888-2191 / fax 884-0744

- Water
2235 N.W. 8th Street
888-5242 / fax 884-1159

May 11, 2007

Susan Mason, Ph.D.
Director, Graduate Certificate in
Community and Regional Planning
Boise State University
1910 University Drive
Boise, ID 83725-1935

Dear Dr. Mason,

I strongly support of the establishment of a Masters Program in Community and Regional Planning at Boise State University.

The City of Meridian experienced monumental growth since 1990 -- from 9600 residents to an estimated 71,866 as of April 2007 (a nearly 650 % increase!) The extreme population growth of the past decade and a half has brought many new opportunities to Meridian, but it has also introduced several challenges with which the City continues to struggle. At the forefront are preserving the community's identity, ensuring adequate transportation infrastructure, and expanding employment opportunities in western Ada County to minimize the jobs-housing imbalance the region currently faces.

Mirroring the frenzied pace of residential growth in the area, the City of Meridian Planning Department staff has more than doubled in the last five years. Assuming continued growth in upcoming years, the Department will likely require similar personnel increases to keep up with the volume of development applications while at the same time engaging in long range planning activities to prepare for the future. A Community and Regional Planning program at Boise State would increase the qualified pool of applicants and provide continuing education opportunities for current City staff. (Members of the Meridian Planning Department staff have expressed interest in pursuing the program should it become available.)

The establishment of a Graduate Degree Certificate Program in Community & Regional Planning was an exciting first step toward preparing the Treasure Valley, and its workforce, for the various land use, transportation, economic and community development challenges and opportunities that will undoubtedly arise in the upcoming years. Creating a full Masters Program is the next essential step in positioning the Treasure Valley, and the State of Idaho, for continued opportunities in education and development of leaders in this field. This could have a tremendous impact on future planning and the quality of life and prosperity we enjoy here.

I am pleased to support your work to bring this program to Boise State University.

Sincerely,

Tammy de Weerd
Mayor, City of Meridian



Mayor: Nancy C. Merrill

CITY OF EAGLE

P.O. Box 1520
Eagle, Idaho 83616
939-6813

Council: Stanley J. Bastian
Phil Bandy
Steve Guerber
Scott Nordstrom

Sona Andrews,
Provost and Vice President for Academic Affairs
1910 University Drive
Boise, ID 83725-1935

May 21, 2007

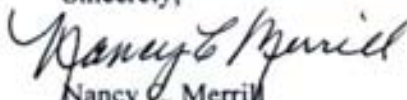
Dear Ms. Andrews,

On behalf of the City of Eagle I would like to extend our support for the development of a Masters Degree program in Community and Regional Planning at Boise State University. Aside from this program being aligned with President Kustra's desire to establish Boise State as a preeminent urban university; this program offers wonderful benefits to the local communities, the Treasure Valley, and the State of Idaho.

In a State and region in which growth is occurring at such a rapid pace it is important to provide current and future planners and elected officials the proper training and understanding of all the factors that create great communities: political, physical, sociological and environmental. A masters program will provide local communities new resources for training and recruitment of professionals that can help guide our communities to greatness.

The City of Eagle currently has three planners on staff with degrees in planning/geography (one from California, one from Oregon and one from Ohio). Wouldn't it be wonderful to provide a local option for this training that provides an understanding of the Idaho context and philosophies to development? I fully support and encourage Boise State in the establishment of the MCRP program for the benefit of the region and the State of Idaho.

Sincerely,


Nancy C. Merrill
Mayor

Cc: Eagle City Council
Susan Mason
Jim Munger, Associate Vice President for Academic Planning



City of
Garden City
Office of the Mayor

6015 Glenwood Street, Garden City, ID 83714 Phone: 208-472-2900 / Fax: 208-472-2996

Nestled by the River

May 17, 2007

Susan Mason, Director
Certificate in Community and Regional Planning
Department of Public Policy and Administration
Boise State University
1910 University Drive
Boise, ID 83725-1935

Dear Susan,

I am writing to you to express my support for additional training for urban planners in Idaho. I would like to see classes on all levels offered in the area of urban planning to provide a sufficient pool of individuals who can assist in the growing needs of growing communities.

I would like to see Boise State develop a full scale urban planning college, particularly because of the growth in the metro regions in our state. Every community in this area needs more trained planners. Many businesses also need planners or individual with some education in this area. Boise State has a perfect platform to fill the need.

Please let me know if there is anything I can do to assist on this effort, please let me know.

Thank you.

Sincerely,

John G. Evans
Mayor

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CITY OF KUNA

P.O. BOX 13 • KUNA, IDAHO 83634
PHONE (208) 922-5546

RECEIVED

OCT 17 2007

PROVOST - OFFICE

October 15, 2007

Sona Andrews
Provost and Vice President
Office of the President
Boise State University
1910 University Drive
Boise, Idaho 83725

Subject: Support for a Master's Degree Program in Community and Regional Planning

Dear Ms. Andrews:

It is my understanding that the Idaho State Board of Education is considering the creation of a Master's Degree program in the field of Community and Regional Planning at Boise State University.

I would like to lend my support to that consideration.

The Treasure Valley is quickly becoming a major metropolitan area and it is important that there be a higher educational program in place to provide our local citizens the instructional tools necessary to become professional land use planners.

I envision a program that would assist our citizens attain the competencies necessary to address the many growth related issues confronting our communities - issues such as transportation, economic development, water and preservation of open space to name a few.

I note that there is not a single higher educational institution in Idaho that offers such a program. Thus, those aspiring to be professional planners have to gain their planning knowledge out of state.

The City of Kuna is growing quickly in stature and complexity and would welcome the presence of locally trained professional planners to help guide our community's future.

Very truly yours,

Scott Dowdy, J.D.

Mayor of Kuna



CITY OF MIDDLETON

P.O. Box 487 • 6 N. Dewey Avenue • Middleton, Idaho 83644

(208) 585-3133 • Fax (208) 585-9601

citmid@cableone.net • www.middleton.id.gov

August 20, 2007

RECEIVED

AUG 22 2007

PROVOST - OFFICE

Sona Andrews, Provost and Vice President for Academic Affairs
Office of the President
Boise State University
1910 University Drive
Boise, ID 83725

Dear Ms. Andrews:

The City of Middleton enthusiastically supports the proposed 'Masters in Community and Regional Planning' program. The whole Treasure Valley has the opportunity to learn from other regions and plan our transportation and development in such a way as to avoid some of the problems encountered by other metropolitan areas. Providing a good, solid educational base for both current and future planners is key to making and keeping the whole Treasure Valley the wonderful place it is.

Middleton's Main Street is also Highway 44. In this day and age of high speed everything, that is not a good combination! The City has been the leader in planning an Alternate Route for the highway around our growing downtown. This effort would not have progressed beyond Middleton if it had not been for talented planners throughout the region assisting us. Most of these talented people received their planning education outside Idaho. With this program, we have an opportunity to educate Idaho youth in the planning profession—the jobs are already here for them to fill. This program would serve not only youth, but those already employed in the planning profession who lack this kind of advanced degree. It would be enabled them to continue their education and bring that schooling and modern practices to their current positions.

I urge you to make this program a reality. Middleton, the Treasure Valley and the whole state of Idaho will benefit from this program long into the future.

Frank McKeever, Mayor
City of Middleton

Board of Commissioners

Chairman:
MICHELE SHERRER
District III
SHARON PRATT
District I
LAN SMITH
District II



415 E. Main Street
Emmett, ID 83617
(208) 365-4561
Fax 365-7795
commissioners@co.gem.id.us

May 30, 2007

Susan Mason, Ph.D.
Assistant Professor and Director, Graduate Certificate in Community and
Regional Planning
Department of Public Policy & Administration
Department of Political Science
Boise State University
1910 University Drive
Boise, ID 83725-1935

RE: Letter of Support for the Proposed
Boise State University Masters in Community and Regional Planning

Dear Dr. Mason:

Thank you for opportunity to write this letter of support for the proposed Boise State University Master's in Community and Regional Planning program.

Gem County is a small, but growing community with many needs; one of which has been in planning. We struggle in hiring personnel. There are so many needs and opportunities for employment, but very few individuals who are truly qualified to assist us. Private industry, because of their ability to pay larger sums of money, makes it difficult for us to compete when there is a very small pool from which to draw individuals.

Not only would we support BSU's creation of a new Master's program, but we would also support the establishment of a Bachelor degree in Planning. We strongly support this program and the resources Boise State University has. Traditionally, BSU has emphasized internships and the ability for students to work in industry/government prior to graduation. We expect this would carry through to this program as well.

We strongly support this program and the resources Boise State University has. Again, thank you for allowing Gem County to provide our input.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sharon Pratt".

Sharon Pratt
Gem County Commissioner

A handwritten signature in blue ink, appearing to read "Michele Sherrer".

Michele Sherrer
Gem County Commissioner

A handwritten signature in blue ink, appearing to read "Lan Smith".

Lan Smith
Gem County Commissioner



ADA COUNTY

COMMISSIONERS'
OFFICE

200 W. Front Street, 3rd Floor
Boise, Idaho 83702
(208) 287-7000
Fax (208) 287-7009
www.adaweb.net

Paul R. Woods
Commissioner, First District
pwoods@adaweb.net

Rick Yzaguirre
Commissioner, Second District
ryzaguirre@adaweb.net

Fred Tilman
Commissioner, Third District
ftilman@adaweb.net

May 3, 2007

RECEIVED

MAY 07 2007

PROVOST - OFFICE

Dr. Sona Andrews
Provost and Vice President for Academic Affairs
Boise State University
1910 University Drive
Boise, Idaho 83725-1935

Re: Proposed BSU Master Program in Community and Regional Planning

Dear Dr. Andrews:

Ada County strongly supports instituting a Masters degree program in Community & Regional Planning at Boise State University. County staff members assisted in facilitating the new BSU Graduate Certificate that opened in the fall of 2006, and the addition of a Masters program will complement and fulfill a much needed educational service for the entire state.

Until Boise State University began the Graduate Certificate program last fall, there were no educational opportunities in Idaho to become a professional in this important and growing field. These degree programs are extremely important to this county, as well as all of Idaho's counties, cities and regions. Ada County currently has 24 planners working in the Planning and Zoning Division of the Development Services Department. Only two of the 24 have masters degrees in Urban & Regional Planning. The County would like many of our current planners to have the opportunity to enroll in the proposed Master in Community & Regional Planning program. In the past, Ada County has been the training ground for planners hired by other cities & counties in the area. The program that has been proposed is excellent and we solidly endorse and support BSU's providing this much needed educational service.

Ada County's Development Services Department has responded to the local market needs and growth by doubling the number of planners on staff in the past three years. We anticipate the need to more than double the planning staff again within the next 5 to 10 years and to do so we'll need well-educated applicants. In the past, we have had to hire qualified planners from other states. The addition of a new masters program at BSU will benefit the quality of life in our area for years to come.

In developing our new comprehensive plan, it became obvious that the public is demanding good land use and transportation planning from both the public & private

sector. Environmental & natural resource planning and policy have been extremely important issues that the proposed program can help us with. Economic and financial planning and analysis are also critical functions to be performed by the proposed master program at Boise State University.

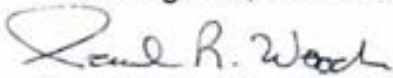
Again, Ada County strongly supports instituting a Masters degree program in Community & Regional Planning at Boise State University. Please let us know if we may assist you in any way in bringing this new program to fruition.

Very Truly yours,


Fred Tilman, Chairman

ABSENT

Rick Yzaguirre, Commissioner


Paul Woods, Commissioner



John S. Franden, President
Rebecca W. Arnold, Vice President
Sherry R. Huber, Commissioner
Dave Bivens, Commissioner
Carol A. McKee, Commissioner

RECEIVED

MAY 17 2007

PROVOST - OFFICE

May 15, 2007

Boise State University
1910 University Drive
Boise, ID 83725-1935

Attn: Ms. Sona Andrews
Provost and Vice President for Academic Affairs

Subject: **Masters in Community and Regional Planning**

Dear Ms. Andrews:

On behalf of Ada County Highway District (ACHD), I would like to offer our strong support for the proposed Masters in Community and Regional Planning.

As you know, Idaho and the Treasure Valley in particular are experiencing tremendous rates of growth which have highlighted challenges to cities, counties and special purpose governmental agencies, such as ours, as we try to accommodate the growth. ACHD is in the midst of addressing many of these challenges:

- Coordination between land use and transportation is a core theme in the Treasure Valley and widely recognized as the issue to be addressed.
- Transportation planning influences economic development. Both ACHD and the Idaho Transportation Department are highly aware of the connection, and can use expertise in this area.
- Proposed planned communities have been in the headlines for the past year. These bring many challenges, especially to ACHD from the transportation planning aspect, as we will need to construct, service and maintain roads and traffic signals in currently outlying areas that are far from our maintenance and operations yards.
- Funding of transportation infrastructure is another topic that must be addressed.

ACHD has tried to look ahead to provide needed services to the Ada County citizens. In this effort, we have increased our planning and planning-related staff:

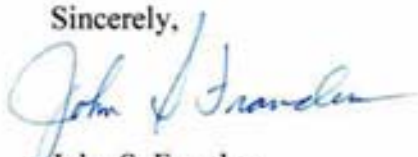
- Two years ago we began the *Blueprint for Good Growth*, a collaborative effort in Ada County, to address these issues and challenges. Under this process we have had to bring in outside expertise to assist the Blueprint Consortium when dealing with growth issues. How much better if we had already had the necessary experience and expertise in state!

- Complementary to the *Blueprint* effort, we have an \$800,000 study underway, *Transportation and Land Use Integration Plan*. Again, we hired an out-of-state firm to lead this effort for us, who has since opened a branch office in Boise.
- In April 2006, the ACHD Commission approved the start of five area-wide transportation master planning efforts, as well as three major corridor studies. We are still in the process of getting all of these underway.
- Our Planning Review Department currently has three Planners and a Supervisor who could benefit from the local offering of a Masters degree. The last times we have had to fill these positions due to attrition, we searched nation-wide.
- Last year we reorganized and created a new division: Planning & Projects. To head up the Planning Department, we hired a Masters in Urban Planning from Illinois. In the past year, this division hired two additional new Planners. We plan to hire another one along with a studies coordinator this coming fiscal year, both of whom could benefit from a Masters in Community and Regional Planning.

In summary, not only ACHD but the entire Treasure Valley and state of Idaho are experiencing unprecedented need for good planning in all its aspects. BSU's proposed offering of a Masters in Community and Regional Planning would benefit the state by further educating professionals already here, and by providing a valuable human resource within state.

Please contact me if you need additional information or if I can provide any other support towards this effort.

Sincerely,



John S. Franden
ACHD President

JSF/kal/kl



October 29, 2007

RECEIVED

OCT 30 2007

PROVOST - OFFICE

Sona Andrews
Provost and Vice President for Academic Affairs
Office of the President
Boise State University
1910 University Drive
Boise, ID 83724

Dear Sona:

I am excited to learn that Boise State University is proposing to the State Board of Education that a Master of Community and Regional Planning program be implemented at BSU. This program is a logical next step following the Graduate Certificate in Community and Regional Planning program, which began at BSU in 2006, and would certainly enhance the certificate program.

Valley Regional Transit (VRT) is the regional public transportation authority for Ada and Canyon counties in southwest Idaho with the responsibilities to coordinate public transportation services in the two-county region and to develop and implement a regional public transportation system. The Valley Regional Transit Board of Directors has approved a six-year plan to develop a regional public transportation system. The plan, called *Treasure Valley in Transit*, would provide bus services to all cities in Ada and Canyon counties, and begin the groundwork to develop a high-capacity transit system along the railway corridor between Caldwell and Boise.

It is critical to our region that we create the intellectual capacity to address planning needs from long-range transportation planning and land use integration to short-term service planning which is integral to Valley Regional Transit's success. The importance of this is only magnified by the continued growth in the Treasure Valley, development pressures on local jurisdictions, and the traffic and air quality concerns that come with growth.

The Master of Community and Regional Planning program would certainly benefit the planning efforts of Valley Regional Transit, our local communities, the entire Treasure Valley, and the State of Idaho in general.

Please add Valley Regional Transit's support to making this initiative a reality.

Sincerely,

Kelli Fairless, Executive Director
Valley Regional Transit

830 N. Main St.
Suite 230
Meridian, ID
83642
(P) 208-846-8547
(F) 208-846-8564



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129

Boise ID 83707-1129

(208) 334-8000

itd.idaho.gov

RECEIVED

MAY 16 2007

PROVOST - OFFICE

May 14, 2007

Sona Andrews
Provost and Vice President for Academic Affairs
Boise State University
1910 University Drive
Boise, ID 83725-1935

Dear Ms. Andrews:

The Idaho Transportation Department supports the creation of a Masters Degree in Community and Regional Planning at Boise State University. Our department currently has a number of planners on staff at our headquarters in Boise and six planners assigned to the district offices around the state. This degree program will provide an excellent opportunity for existing staff to expand their background in the field. Of greater importance, for the first time, Idaho will have a planning degree program where we can recruit new employees. Over the years, we have had a difficult time recruiting planners that have a degree in Urban, Community or Regional Planning.

As Idaho continues to grow, we also see a need for trained planners in our local communities. Growth and congestion have brought about a new challenge for communities to cope with and having the master's degree program as a resource will benefit not only state agencies but local agencies as well.

Thank you for allowing us the opportunity to voice our wholehearted support for this proposed Masters Degree in Community and Regional Planning. If you have questions please contact Matt Moore, Division of Transportation Planning Administrator at 334-8484

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Lowe', is written over a horizontal line.

Pamela K. Lowe, P.E.
Director



700 W. Washington Street
P.O. Box 1623, Boise, Idaho 83701
Phone (208) 345-9126 - FAX: (208) 345-0379

November 7, 2007

Dr. Sona Andrews
Provost and Vice President for Academic Affairs
Office of the President
Boise State University
1910 University Drive
Boise, ID 83725

Dear Dr. Andrews,

I am writing to express my support for the proposed Masters in Community and Regional Planning to be offered by the Department of Public Policy and Administration at Boise State University. It is exciting to see the University seek to expand in an area that would so directly benefit local government.

Balancing the positive impacts of growth in our thriving communities with a need for affordable housing, transportation, open space and demand for government services is challenging for elected officials. Counties need well trained staff with an understanding of the requirements of planning. A Masters in Community and Regional Planning will not only create a pool of experts for local government hiring purposes but also generate research and tools to assist our counties.

Thank you for your efforts to expand in an area that will be very beneficial to the communities in Idaho.

Sincerely,

Daniel G. Chadwick
Executive Director



Association of Idaho Cities

3100 South Vista, Suite 310, Boise, Idaho 83705
Telephone (208) 344-8594
Fax (208) 344-8677
www.idahocities.org

March 25, 2007

Sona Andrews
Provost and Vice President for Academic Affairs
Office of the President
Boise State University
1910 University Drive
Boise, ID 83725

Dear Sona:

The Association of Idaho Cities supports Boise State University expanding its training and educational opportunities by offering a Masters in Community and Regional Planning program. The program will help meet the critical needs of many of the communities in Idaho. Public officials are needed that have the skills the new program will provide.

A look at our communities illustrates the need for an understanding of the guiding principles and the detailed skills of urban land use planning. Training is needed that provides the interconnectedness of transportation, air quality, crime, affordable housing, economic development, recreation, aesthetics, and livability of our communities.

The new masters program will provide students with a combination of classroom and applied experience working with planning professionals in local communities.

The Association of Idaho Cities encourages the creation of this important Boise State University program.

Sincerely,

Ken Harward
Executive Director
Association of Idaho Cities

821 West State Street • Boise, Idaho 83702 • PH: 208-334-3131 • FAX: 208-334-2505

June 1, 2006

Sona Andrews, Ph.D.
Provost and Vice President for Academic Affairs
Boise State University
1910 University Drive
Boise, Idaho 83725-1935

Dr. Andrews,

I am writing in support of the proposed Masters in Community and Regional Planning program at Boise State.

Idaho Rural Partnership operates under federal and state statutes to facilitate collaboration among private and public sectors in support of rural Idaho. Through our direct work in Idaho's rural communities, I can tell you, unequivocally, the need for trained planners far exceeds availability. Idaho's strong economy, record low unemployment and rapidly escalating property values have rural communities struggling to keep up with the demand of development. We do not see the demand slowing down – and in many cases expect to see increased growth in many rural communities.

Our dedicated, hard-working elected leaders and county and city staff often make reactionary decisions on new developments – placing absolute trust in the developer. Many of the residential developments are doubling or tripling the size of communities creating massive demands on limited resources. However, many of the decision makers have little experience or training in dealing with such rapid growth and large-scale projects.

A Masters level program at Boise State would be a significant resource for Idaho – providing training that could positively impact our state for future generations.

Thank you for your consideration.

Sincerely,



Dale Dixon

May 21, 2007

RECEIVED

MAY 29 2007

PROVOST - OFFICE

Dr. Sona Andrews
Provost and Vice President for Academic Affairs
1910 University Drive
Business Building, Room B-307
Boise, Idaho 83725-1000

RE: Letter of Support for a Masters of Community and Regional Planning Program at Boise State University

Dear Dr. Andrews:

This letter is in support of instituting a Masters of Community and Regional Planning Program at Boise State University. Community Planning Association of Southwest Idaho (COMPASS) employs a number of planners with expertise in land use, demographics, economics, and transportation. Our need for trained staff is high, and hiring new staff is a challenge. A recent web article discussing the shortage of planners noted that "...more than 46% of local government employees nationwide are 45 years of age and older." We see this demographic reflected in the planning profession, and the competition for planners across the U.S. means that in many cases we are unable to fill positions at our desired skill and experience level.

Establishing a degree program for planners in Idaho would therefore have very direct benefits for COMPASS and other local agencies in two respects:

- Developing a pool of Idaho college graduates ready to step into entry-level positions.
- Providing continuing educational opportunities for existing employees.

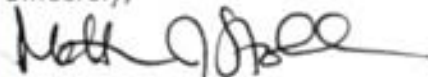
In the past five years, we have filled fourteen positions at more senior levels, with another four positions filled at entry-level. For our entry-level openings, we advertise only at a local level, so we rely on a pool of candidates already living in the area. For our associate, principal, and director positions, we often advertise nationally. In many cases, response to our advertisements has been low and many candidates take other job offers before we can complete our interview/selection process. I expect that, over the next five years, we will have at least five new openings due to retirement and new employment opportunities.

What are the knowledge, skills, and abilities we seek in new and current employees?

- Excellent research and analytical abilities.
- Strong writing and presentation skills, including graphics.
- Geographic information systems knowledge, specifically in ESRI software.
- Creative thinking.
- Firm knowledge and understanding of the current practices in community and regional planning.

We want to hire locally whenever possible, and the Boise State program will promote this goal. If I can be of assistance in your effort to establish a Masters program in Community and Regional Planning, feel free to contact me at your convenience.

Sincerely,



Matthew J. Stoll
Executive Director

pc: Dr. Susan Mason, Boise State University
File 991.03 - Support
MS:nb T:\FY07\900 Operations\991 Support Services Labor\bsu-support-letter.doc



800 S. Industry Way, Ste 100

Meridian, ID 83642

P. 208.855.2558

F. 208.855.2559

www.compassidaho.org



RECEIVED

MAY 22 2007

PROVOST - OFFICE

May 14, 2007

Sona Andrews, Ph.D.
Provost and Vice President for Academic Affairs
Boise State University
1910 University Drive
Business Building, Room B-307
Boise, Idaho 83725-1000

Re: Masters in Community and Regional Planning

Dear Dr. Andrews:

The Idaho Planning Association wholeheartedly supports the creation of a Masters program in Community and Regional Planning at Boise State University. As the association of 200 professional and citizen planners in the State of Idaho, our members are constantly seeking opportunities to increase their knowledge and skills in the field. Technical training has traditionally been accomplished through the generous contribution of time and talent by experienced planners around the state, but as Idaho has grown, so has the need for institution-based education.

On April 15th of this year, the American Planning Association approved the creation of an Idaho chapter. The new bylaws emphasize education as a central role of the chapter, and we are excited at the prospect of working with Boise State University to provide quality educational opportunities to Idaho planners. The new APA Idaho also stands ready to support APA accreditation of the new Masters program.

One important need of Idaho communities is the ability to recruit planners. Without a state institution providing trained graduates in planning, Idaho cities and counties have to look out of state to recruit, knowing that they will also have to provide follow-up training on Idaho planning law and practices. I have participated on several local government interview panels for senior and management positions in planning, and there is a constant desire to hire Idaho-trained planners. The proposed program at Boise State University will help communities to fill these crucial roles as Idaho continues its rapid growth.

As the Manager of Comprehensive Planning for the City of Boise, over 5 new positions will need to be filled in the next few years. Graduates of the proposed Masters program will be sought-after recruits, as recent entry-level hires from the Boise State Graduate Certificate in Urban and Regional Planning program have proved to be well-trained.

We wish you success on this proposal to the State Board of Education. Please do not hesitate to call upon IPA for further support of this effort.

Sincerely yours,

Patricia A. Nilsson, AICP
President

May 8, 2007

Dr. Sona Andrews, Provost and Vice President for Academic Affairs
C/o Dr. Susan Mason
Director of Community and Regional Planning
Department of Public Policy & Administration Department of Political Science
Boise State University
1910 University Drive
Boise, ID 83725-1935

Re: Proposed Masters Program in Community and Regional Planning.

Dear Dr. Andrews:

The Idaho District Council of the Urban Land Institute (ULI) would like to support the University in the establishment of a master's program in Community and Regional Planning. The ULI is a world-wide organization that provides education, research and training to professionals in the development industry in the promotion of best land use practices. Our membership includes investors, advisers, developers, architects, lawyers, lenders, planners, regulators, contractors, engineers, university professors, librarians, students and interns. ULI has 34,000 members world-wide and 226 in the Idaho District Council. As the preeminent, multidisciplinary real estate forum, ULI facilitates the open exchange of ideas, information and experience among industry leaders and policy makers dedicated to creating better places.

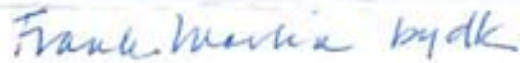
As professionals in the development industry, our ULI Idaho District Council members see firsthand the handicap our state has without a certified university planning program. Every region in the state is experiencing tremendous growth and development issues that require planning expertise. Educated and qualified planners are generally lacking to assist both private industry and our elected officials in resolving these issues. Research and analysis is also desperately needed. We face many issues without the foundation of data and analysis, and with no regional or state wide agency to provide this information, important decisions are made in a vacuum. The independent, objective perspective provided by a university research institution would be a tremendous asset in facing and resolving the important planning issues facing every region in the state.

ULI Idaho has much that we can offer a community and regional planning program at Boise State University. We view the establishment of a planning program as an opportunity to partner with the university in our mission of education and research. Through our world-wide network, we can provide experts in the field to support the university program and to jointly sponsor continuing education opportunities. ULI members can offer training opportunities and internships within many of our member's organizations. Our members can provide the real world planning experience for the students in the planning program.

The need for educated planners is great in our public agencies and in the private development field. Our members hire planners in private consulting firms, development companies and public agencies. Recruitments often now have to go out of state to find qualified individuals. The ability to have home grown planners would be a tremendous asset to our businesses and local jurisdictions.

ULI Idaho fully and enthusiastically supports the addition of the Masters Program in Community and Regional Planning to the university curriculum. We feel it is long overdue and essential to quality growth and development of the state of Idaho. Thank you for the opportunity to comment and consideration of our opinions.

Sincerely,

A handwritten signature in blue ink that reads "Frank Martin by dk".

Frank Martin, Chair
ULI Idaho District Council

CC: Bob Kustra, President Boise State University



Neighborhood Housing Services, Inc.

Building People, Places and Partnerships throughout Idaho

May 22, 2007

1401 Shoreline Dr.
P.O. Box 8223
Boise, Idaho 83707
(208) 343-4065
FAX (208) 343-4963
www.nhsid.org

Dr. Sona Andrew
Dr. Jim Munger
Office of the President
Boise State University
1910 University Drive
Boise, Idaho 83725



Masters of Community Planning and Regional Planning

Dear Drs. Andrew and Munger -

On behalf of Neighborhood Housing Services, Inc. I would like to express our support for the creation of a Masters program for Community and Regional Planning. We believe that this program is necessary to build the professional capacity required to address the complex planning issues facing Idaho communities.

For twenty-five years NHS has worked to create healthy, vibrant communities throughout Idaho. Rising land costs, complex entitlement processes, environmental concerns, and multiple layers of financing all combine to make housing and community development challenging. In addition to building our capacity to effectively address this broad range of issues, we rely on outside consultants as well as city and county staff to successfully negotiate this process. The rapid growth impacting Idaho communities demands that they professionally plan their land use and effectively manage their development procedures.

The proposed Masters of Community Planning and Regional Planning program will offer the advanced education necessary to address the broad range of planning issues that are becoming more and more prevalent throughout Idaho. Neighborhood Housing Services encourages Boise State University to initiate this much needed program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom. Lay".

Thomas M. Lay
Executive Director





Conserving natural, scenic, recreation and farm lands in the Treasure Valley.

September 12, 2007

Jim Munger, Associate Vice President for Academic Planning
Boise State University
1910 University Drive
Boise, ID 83725

Dear Mr. Munger:

As Executive Director of the Land Trust of the Treasure Valley, I would like to offer my support for the proposed Masters in Community and Regional Planning program at Boise State University.

The southwest Idaho region is one of the fastest growing areas in the country. With this growth comes increased demand for expertise in the planning process in the region and throughout the state and potentially the Intermountain West. No institutions of higher education in Idaho offer a master's program in planning.

We will be in need, regionally, of a growing cadre' of trained professionals that can help bring the latest in community and regional planning to all corners of our growth area.

The Land Trust of the Treasure Valley, as a small non-profit organization, is often in the position of being in need of assistance from graduate students who could benefit from research we are in need of. This sort symbiotic relationship between Universities and community organizations is at the heart of BSU's move toward a metropolitan research university of distinction and certainly brings great help and credibility to our efforts as well.

We wish you well in this effort and would like to support this program however we can. Thanks to you and to Dr. Mason for the hard work in moving this program and our community forward.

Kind Regards,

A handwritten signature in blue ink, appearing to read "Tim M. Breuer". The signature is fluid and stylized, with a long horizontal line extending from the end.

Tim M. Breuer, Executive Director



RECEIVED

AUG 27 2007

PROVOST - OFFICE

encouraging vibrant communities through sensible growth

Board of Directors

Jane Lloyd
President

Rob Hopper
Vice President

Charles Hummel
Secretary / Treasurer

Bill Clark

Susan Eastlake

Don Pena

Pat Takasugi

Staff

Rachel Winer
Executive Director

Elaine Clegg
Special Projects

Deanna Smith
Administrator

Idaho Smart Growth
910 Main Street
Suite 314
Boise ID 83712

PO Box 374
Boise ID 83701

208.333.8066
isg@idahosmartgrowth.org
www.idahosmartgrowth.org

August 23, 2007

Sona Andrews
Provost and Vice President for Academic Affairs
Office of the President
Boise State University
1910 University Drive
Boise, ID 83725

Dear Dr. Andrews,

Idaho Smart Growth is please to support the proposed Masters in Community and Regional Planning program at Boise State University. Through our work promoting sensible growth through balanced transportation, land use, and environmental decisions that create healthy communities, we interact with a diverse array of Idaho organizations and citizens. There is a clear need for more trained planners in Idaho and the proposed Masters program would go a long way to meet that need.

As the nation's third fastest growing state, we have an enormous need for thoughtful long range planning over the next decade. By providing training through a Masters program, Boise State University will be playing a lead role in helping cities and counties in Idaho leave a legacy they can be proud of as well as providing sorely needed planning assistance.

Idaho Smart Growth would hope to partner with the program through offering internships to students and would like to employ a planner on staff within 2-3 years.

Please feel free to contact me with any questions.

Sincerely,

Rachel Winer
Rachel@idahosmartgrowth.org
333-8066

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

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 Rev-August 9, 2007

4. Program Approval Policy

Program approval will take into consideration statewide and institutional objectives.

- a. New instructional programs, instructional units, majors, minors, options, and emphases require approval prior to implementation;

(1) Board Approval – Board approval prior to implementation is required for any new:

- (a) academic professional-technical program, new major, minor, option, emphasis, or instructional unit with a financial impact* of \$250,000 or more per year;
- (b) graduate program leading to a master's, specialist, or doctoral degree.

(2) Executive Director Approval – Executive Director approval prior to implementation is required for any new academic or professional-technical program, major, minor, option, emphasis or instructional unit with a financial impact of less than \$250,000 per year.

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

(1) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases, or instructional units with a financial impact of \$250,000 or more per year require Board approval prior to implementation.

(2) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000 require executive director approval prior to implementation. The executive director may refer any of the requests to the Board or a subcommittee of the Board for review and action. All modifications approved by the executive director shall be reported quarterly to the Board. Non-substantive name or title changes need not be submitted for approval.

- c. Routine Changes

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

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 the manner prescribed.
- (2) Academic requests will be forwarded to the Chief Academic Officer. The Chief Academic Officer shall forward the request to the CAAP for its review and recommendation. 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) Professional-technical requests will be forwarded to the State Administrator of the Idaho Division of Professional-Technical Education for review and recommendation. The Administrator shall forward the request to the CAAP for its review and recommendation. If the CAAP and/or PTE administrator recommends approval, the proposal shall be forwarded, along with recommendations, to the Board for action. Requests that require new state appropriations will be included in the annual budget request of the Division and the State Board of Education.
- (4) 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.
- (5) 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. Executive Director Approval Procedures

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

- (1) All academic requests delegated for 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. All professional-technical requests delegated for approval by the Executive Director will be forwarded to the State Administrator of Professional-Technical Education for review and recommendation. At the discretion of the State Administrator, the request may be forwarded to the CAAP for review and recommendation.
- (2) Requests will then be submitted, along with the recommendations, to the Executive Director for consideration and action. The Executive Director shall act on any request within thirty (30) days.
- (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 Board for final reconsideration.
- (4) Distance Learning Delivery and Residence Centers

All academic and professional-technical programs delivered to sites outside of the service area defined by the institution's role and mission statement shall be submitted using the process outlined above.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY – continued

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

33-4005. POWERS AND DUTIES OF THE BOARD OF TRUSTEES. The board of trustees of said college upon proper conveyance thereof, shall have all rights and title to real estate and personal property of said college, control over all buildings, power to elect presidents and contract with faculty of said college, supervise students and all powers and duties with reference to said college as are now granted by the statutes of the state of Idaho to the board of regents of the University of Idaho, and the board of trustees of Idaho State University as set forth in Chapters 28, 29, 30, 36, 37 and 38 of Title 33, Idaho Code, as the same may hereafter be amended, are fully empowered to exercise said powers and assume such duties with relation to said college from and after January 1, 1969, unless otherwise specifically authorized herein to the exercise of said powers prior to said date.

Role and Mission
Boise State University

1. Type of Institution

Boise State University is a comprehensive, urban university serving a diverse population through undergraduate and graduate programs, research, and state and regional public service.

Boise State University will formulate its academic plan and generate programs with primary emphasis on business and economics, engineering, the social sciences, public affairs, the performing arts, and teacher preparation. Boise State University will give continuing emphasis in the areas of the health professions, the physical and biological sciences, and education and will maintain basic strengths in the liberal arts and sciences, which provide the core curriculum or general education portion of the curriculum.

2. Programs and Services*

Baccalaureate Education: Offers a wide range of baccalaureate degrees and some qualified professional programs

Associate Education: Offers a wide range of associate degrees and some qualified professional programs

Graduate: Offers a variety of masters and select doctoral degrees consistent with state needs

Certificates/Diplomas: Offers a wide range of certificates and diplomas

Research: Conducts coordinated and externally funded research studies

Continuing Education: Provides a variety of life-long learning opportunities

Technical and Workforce Training: Offers a wide range of vocational, technical and outreach programs

Distance Learning: Uses a variety of delivery methods to meet the needs of diverse constituencies

3. Constituencies Served

The institution serves students, business and industry, the professions and public sector groups throughout the state and region as well as diverse and special constituencies. Boise State University works in collaboration with other state and regional postsecondary institutions in serving these constituencies.

* Programs and Services are listed in order of emphasis.

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Academic Year	College	Degree Level	Program	Location
2008-09				
BSU	Education	Ph.D.	Educational Leadership	Treasure Valley
BSU	Engineering	Ph.D.	Mechanical Engineering	Treasure Valley
BSU	Social Sciences & Public Affairs	Ph.D.	Public Policy and Public Affairs	Treasure Valley/Statewide
BSU	Social Sciences & Public Affairs	Masters	Family Studies	Treasure Valley
BSU	Social Sciences & Public Affairs	Masters	Community Regional Planning	Treasure Valley & Statewide
BSU	Education	Ph.D.	Educational Technology	On-line
BSU	Engineering	M.S.	Construction Management	Treasure Valley
BSU	Social Sciences & Public Affairs	Master's	Urban Studies	Treasure Valley/Statewide
ISU	Health Professions	Ph.D.	Counselor Education and Counseling	Boise
ISU	Health Professions	B.S. (completion)	Dental Hygiene	Boise
ISU	Health Professions	AS	Sign Language Studies	Boise
ISU	Health Professions	BS	Educational Interpreting	Boise
ISU	Health Professions	DNP	Doctorate of Nursing Practice	Statewide
ISU	Technology	B.S.	Emergency Management	Boise
ISU	Technology	A.S.	Fire Services Administration	Boise
UI	Graduate Studies	Certificate	Bioregional Planning and Community Design	Boise
UI	Law	Post J.D.L.L.M.	Law	Boise
2009-10				
BSU	Applied Technology	A.T.C., A.A.S.	Aboriculture	Treasure Valley
BSU	Applied Technology	A.T.C., A.A.S.	Database Technology	Treasure Valley
BSU	Applied Technology	A.A.S.	Web Design	Treasure Valley
BSU	Applied Technology	T.C.	Certified Landscape Technician	Treasure Valley
BSU	Applied Technology	A.T.C., A.A.S.	Medical Coding	Treasure Valley

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

New Graduate Program – Full Proposal – M.S., Bioregional Planning and Community Design – University of Idaho

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G. 4(a) and 5(a), Program Approval and Discontinuance
Sections 33-107 (7), 33-2811, Idaho Code
Role and Mission – The University of Idaho

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. Additionally, as per Board Policy III.G.5, (a) (4), a request for a new graduate program requires a full proposal.

DISCUSSION

The University of Idaho proposes a new Bioregional Planning and Community Design (BioP) Program under the College of Graduate Studies. The BioP Program seeks approval for a new M.S. degree in Bioregional Planning and Community Design. The proposed degree forms a coordinated effort to create interdisciplinary study options in bioregional planning and community design. This program draws participants from, the Colleges of Agriculture and Life Sciences (CALS), Art and Architecture (A&A), Education (ED), Engineering (ENG), Graduate Studies (COGS), Letters, Arts, and Social Sciences (CLASS), Natural Resources (CNR), and Science (COS).

Both the University of Idaho and Boise State University are presenting the first planning degree programs in the State of Idaho. Faculty at UI and BSU are developing collaborative mechanisms to maximize efficiency and minimize duplication. The University of Idaho program will have a bioregional focus emphasizing the partnership with the UI Extension system to engage with local communities through the Learning and Practice Collaboratives (LPCs). **(see page 14)** The program also integrates Extension into the delivery of an in-service professional development program for locally elected and appointed officials and professional planners.

Course offerings by resident faculty at the Idaho Urban Research and Design Center (IURDC) in Boise, along with existing online UI courses, will be available to Boise State University students enrolled in the Community and Regional Planning program. Conversely, Boise State University course offerings will be available to University of Idaho students enrolled in the graduate architecture

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

program and the proposed M.S. in Bioregional Planning and Community Design program.

The Bioregional Planning and Community Design Program will include faculty from the Moscow campus, and Boise, Idaho Falls, Twin Falls and Coeur d'Alene/Post Falls Centers. In addition, the BioP Program will include collaboration with the Idaho Water Resources Research Institute and the National Institute for Advanced Transportation Technology. The M.S. is proposed to be offered at Moscow and Boise, but the offering in Boise will be a small number of students studying design and physical planning (i.e. landscape planning, architectural planning, interior design planning).

The proposed BioP degree will be integrated by requiring a set of common courses for all students in the program. The proposed BioP Program will provide a broad base in Bioregional Planning, while allowing some specialization in land use planning, environmental planning, economic development planning, transportation planning, public lands planning, housing, social, and community development. The M.S. program will be dedicated to the highest standards of scholarship with the curriculum and program requirements designed so that graduates will meet the American Institute of Certified Planners eligibility standards for becoming a certified planner.

The Planning Accreditation Board (PAB) has been the accrediting body for educational programs leading to baccalaureate and master degrees in planning since 1984. The planning accreditation program is sponsored jointly by the American Institute of Certified Planners, the Association of Collegiate Schools of Planning and the American Planning Association. The program will be developed and implemented to ensure that it will meet the five preconditions required for accreditation after 5 years. Once that has been accomplished, it can apply for candidacy. Advancement to candidacy status occurs when the program demonstrates that it is ready in all aspects to undergo an initial accreditation review. This is demonstrated through its Application for Candidacy Status, which includes a Self-Study Report concerning substantial compliance with the criteria by which all programs are judged **(see more on page 9)**.

Students enrolling in the BioP M.S. degree program will have bachelor degrees from a four-year institution. Undergraduate degree expectations will depend on the area of specialization **(for examples, see page 15)**. Students will be admitted through a competitive process including reviews of academic and work history, GRE scores, references, writing samples and research goals. Students residing in off-campus locations will be able to participate in the common course elements either by traveling to the Moscow campus or using distance-learning technology.

While there are universities in the West that offer masters degrees in planning, the majority focus on urban planning and train graduates to address issues

related to city and regional concerns (**see Table 3, page 17**). The program offered at Utah State University is most similar, though it does not offer a certificate to non-planning majors or have a training component for elected officials. The BioP program is also distinguished by its incorporation of a university-wide interdisciplinary approach integrating education and research with community engagement. The program will support, promote and advance bioregional planning, which is an integrated decision process that considers the geographic boundaries of watersheds and ecoregions with political, historical, economic health and cultural knowledge to arrive at solutions that better respond to a region's limits, needs and potentials. This approach builds on UI's areas of strength in natural resource planning, design and landscape planning, hydraulics and watershed planning and sustainable transportation planning.

Idaho was the nation's third fastest growing state between 2004 and 2005 (U.S. Census Bureau, 2006). The population increased by 41% to over 1.4 million residents from 1990 to 2005. Kootenai and Canyon counties grew more than 75% during that time. The Census Bureau projects that by 2030 the population will increase by 52%. This rapid growth is not limited to metropolitan counties. Considered rural in 1990, Boise County has grown by 95% with more than a third of its workforce commuting to Ada and Canyon counties. (**For more information, see page 20**)

Along with these changes, the roles, responsibilities and structure of local government are becoming more complex. Community leaders take into consideration the changing views of the role of government, devolution of public service, citizen demands for control of public spending, and the privatization of many public functions. The M.S. Bioregional Planning and Community Design program will prepare new professionals with cutting edge planning knowledge and skills to address the challenges facing Idaho and many other Western states. In addition the program will facilitate UI faculty and student engagement with communities in participatory research and mutual learning that fosters sustainable community planning, design and development. The Table (**page 21**) which includes enrollment in masters planning programs in Western states affirms the need and opportunity for graduate planning programs in Idaho.

Fiscal Impact

Twenty-seven faculty from eight departments and colleges, holding faculty status in one of nine departments in eight colleges will participate in the Bioregional Planning and Community Design program (**see list on page 14**). In order to meet accreditation standards up to six new faculty with PhDs from accredited planning programs will be hired by the participating departments. These new faculty will be the core group that supports the M.S. degree and the LPCs.

Summary of infrastructure support and budget explanations are located on pages 23-26.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

Estimated Fiscal Impact	FY 08	FY 09	FY 10	Total
A. Expenditures				
1. Personnel	\$809,146	\$ 1,003,557	\$ 1,212,374	\$ 3,025,077
2. Operating	116,860	139,034	161,311	417,205
3. Capital Outlay	30,300	300	300	30,900
4. Facilities				
5. Indirect Costs				
TOTAL:	\$ 956,006	\$ 1,142,591	\$ 1,373,685	\$ 3,472,282
B. Source of Funds				
1. Appropriated Reallocation – MCO	\$ 333,333	\$ 333,333	\$ 333,333	\$ 999,999
2. Appropriated – New MCO				
3. Federal				
4. Other Grant				
5. Fees	39,471	67,259	84,421	191,151
6. Other: (Indirect Returns)	10,500	14,000	19,250	43,750
7. Faculty commitments from Colleges	153,615	319,519	498,450	971,584
8. Current faculty reallocations	432,814	449,623	467,105	1,349,542
9. Community matches for LPCs	20,000	30,000	40,000	90,000
10. Grants	52,500	52,500	52,500	157,500
11. Project donations	9,500	14,000	19,250	42,750
TOTAL:	\$1,051,733	\$1,280,234	\$1,514,309	\$3,846,276
C. Nature of Funds				
1. Recurring *	\$ 718,400	\$ 946,901	\$ 1,180,976	\$2,846,277
2. Non-recurring **	333,333	333,333	333,333	999,999
TOTAL:	\$ 1,051,733	\$ 1,280,234	\$ 1,514,309	\$ 3,846,276

* 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.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

ATTACHMENTS

Attachment 1 – Bioregional Planning and Community Design
Full Proposal

Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho (UI) and Boise State University (BSU) are simultaneously bringing forward planning programs. The UI program focuses on the areas of sustainable natural resources planning, design and landscape planning, hydraulics and watershed planning, and sustainable transportation planning. The BSU program focuses on environmental and natural resources; land use and transportation; economic development; and housing, social and community development planning.

Both institutions held various discussions regarding their planning programs to create two strong programs that will be complementary to one another and effectively provide opportunities throughout the state. The Council on Academic Affairs and Programs (CAAP) committee reviewed UI's full proposal and recommended approval at their March 6, 2008 meeting.

The University of Idaho's request to offer a new masters program in Bioregional Planning and Community Design is consistent with their Eight-Year Plan for Delivery of Academic Programs in the Northern Region for the 2008-2009 academic school year. IRSA, CAAP, and Board staff recommends approval as presented.

BOARD ACTION

A motion to approve the University of Idaho's request to offer a new M.S., Bioregional Planning and Community Design Program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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to initiate a
NEW, EXPANDED, COOPERATIVE, DISCONTINUED, PROGRAM COMPONENT OR OFF-CAMPUS INSTRUCTIONAL
PROGRAM OR ADMINISTRATIVE/RESEARCH UNIT

Institution Submitting Proposal

Graduate Studies
Program

Bioregional Planning & Community Design

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:

M.S. in Bioregional Planning & Community Design
Degree/Certificate & 2000 CIP

Program Change, Off-Campus Component

August 2007

Proposed Starting Date

This proposal has been approved by:

Maeght von Braun 8/28/7
College of Graduate Studies Date

Aicha Elshabini 8/23/07
College of Engineering Dean Date

College of Art and Architecture Dean 2/22/07 Date

Chief Fiscal Officer (Institution) Date 11/12/07




College of Science Dean
 Date

Day Behn 9/3/07
Chief Academic Officer (Institution) Date

College of Natural Resources Dean Date 8/25/07

President Date

Katherine S. Allen 8/24/07
College of Letters, Arts and Social Science Dean Date

SBOE/OSBE Approval
Date

John Hammel 8/22/07
College of Agriculture and Life Sciences Dean Date

Before completing this form, refer to "Board Policy Section III.G. Program Approval and Discontinuance.

1. Describe the **nature of the request**. For example, is this a request for a new on-campus program? Is this request for the expansion or extension of an existing program, or a new cooperative effort with another institution or business/industry or a contracted program? costing greater than \$150,000 per year? Is this program to be delivered off-campus or at a new branch campus? Attach any formal agreements established for cooperative efforts, including those with contracting party(ies). Is this request a substantive change as defined by the NWASC criteria?

The University of Idaho proposes a new Bioregional Planning and Community Design (BioP) program housed in the College of Graduate Studies. The program requires approval of a new M.S. degree in Bioregional Planning and Community Design. The M.S. degree is part of the larger Building Sustainable Communities Initiative (BSCI) funded by President White's New Strategic Initiatives reinvestment program. In addition to the academic program, the initiative includes outreach to communities with sustainable community planning and development projects through the Learning and Practice Collaboratives (LPCs), and training for elected officials and professionals to plan and manage community resources for sustainable futures out of the Center for Effective Planning and Governance (CEPG). The proposed degree complements Boise State University's effort to establish a Masters in Community and Regional Planning. Our conversations with BSU are ongoing, our relationship is growing, and as our programs unfold we are committed to developing collaborative mechanisms that maximize efficiency and minimize duplication. Such a partnership would represent a new level of collaboration between our two institutions. The UI program will focus on our strength areas of sustainable natural resource planning, design and landscape planning, hydraulics and watershed planning, sustainable transportation planning and utilizing UI Extension to conduct planning outreach with Idaho communities, leaders, and professionals.

The program will be offered to students at the University of Idaho Moscow campus. With the exception of a small number of students studying design and physical planning (i.e. landscape planning, architectural planning, interior design planning), it will not be delivered in the Treasure Valley or the BSU service area. All other students residing in off-campus locations will be able to participate in the common course elements of the program either by traveling to the Moscow campus or using distance-learning technology.

This interdisciplinary graduate degree program involves faculty from Conservation Social Science; Geography; Architecture; Landscape Architecture; Political Science; Environmental Science; Civil Engineering; Agricultural Economics and Rural Sociology; Health, Physical Education, Recreation, and Dance; and UI Extension. Within UI, the program employs mechanisms similar to other interdisciplinary programs that fully engage departments and colleges. Each participating department/college will be represented on the Governance Board. The various specializations, which closely mirror those identified by the American Planning Association, will be closely aligned with the related department. For instance, the requirements for the sustainable transportation track will be recommended by the Civil Engineering Department and approved by the governing board. The program will offer several specializations including: land use planning; environmental planning; economic development planning; transportation planning; public land planning; and housing, social and community development planning. As with other university wide interdisciplinary programs, all degrees and certificates will be granted and counted as achievements by participating departments and colleges. Colleges and departments will utilize, promote and advertise program degrees and certificates within the guidelines established by program participants. Students will be counted in the department and college of their major professor/advisor, with all productivity referenced to the newly established Bioregional Program.

The program is also unique in the deep involvement of students in the interdisciplinary Learning and Practice Collaboratives (LPCs). From their first class, interdisciplinary student teams will be connected with an Idaho community via the LPCs. The LPC will serve as an integrating context for all of their learning, and in turn will result in planning and design solutions for those communities. The student will also be encouraged to continue their involvement with their LPC community in their thesis/project work.

The mission of the BioP academic program is to prepare future public leaders, create and disseminate new knowledge, and assist communities and organizations in planning for sustainable development, sustainable efficient conservation planning and management, and sustainable human quality-of-life within and across bioregions. A

bioregional approach to planning layers the geographic boundaries of regional watersheds and eco-regions (a “bio-region”) with political, historical, economic, and cultural knowledge to arrive at solutions that respond more effectively to the limits and potentials of a region.¹ To train students in bioregional planning, BioP faculty, staff, and students will work with communities through Learning and Practice Collaboratives (LPCs) to create community-based plans, programs and policies that sustain and enhance their culture, resource base, built environment and economic vitality.

The overarching goal of the BSCI is to transform the University of Idaho into one of the top institutions in North America for producing quality graduates, conducting research, and engaging communities in the area of bioregional planning and community design. Additional objectives of the BioP program are to:

- Increase efficiencies by coordinating and integrating existing courses into the planning program;
- Create new courses and seminars designed to meet critical curricular gaps;
- Coordinate faculty hires across programs and departments to meet critical programmatic needs;
- Broaden research collaborations among campus and Extension faculty;
- Strengthen collaborations with communities, local, state, and federal governmental agencies;
- Enhance effectiveness of UI outreach programs;
- Educate students to effectively address complex planning and design issues in Idaho, the Intermountain West, and other parts of the world.

2. **Quality** – *this section must clearly describe how this institution will ensure a high quality program. It is significant that the accrediting agencies and learned societies which would be concerned with the particular program herein proposed be named. Provide the basic criteria for accreditation and how your program has been developed in accordance with these criteria.*

The Planning Accreditation Board (PAB) has accredited educational programs leading to baccalaureate and master degrees in planning since 1984. The accreditation of U.S. planning programs is intended to foster high standards for professional education in planning. The planning accreditation program is a cooperative undertaking sponsored jointly by the American Institute of Certified Planners, the Association of Collegiate Schools of Planning, and the American Planning Association. “The planning accreditation program reflects an assumption that all parties to the planning enterprise - practitioners, educators, students, elected officials, and citizens - have a vital stake in the quality of the nation's programs of planning education” (Planning Accreditation Board 2006, 5).

The M.S. in Bioregional Planning and Community Design will be developed and implemented to ensure that after 5 years the program meets the five preconditions required for accreditation by the Planning Accreditation Board (http://showcase.netins.net/web/pab_fi66/overview.htm):

- 1) degrees granted to at least 25 students;
- 2) the program’s parent institution is accredited by the Council for Higher Education Accreditation or its successor organization;
- 3) the word “planning” is used in the title of both the program and degree;
- 4) for graduate students seeking a first professional degree in planning, a minimum of two academic years of full-time study or the equivalent is provided; and
- 5) the primary focus of the degree is on the preparation of professional planning practitioners.

Once a program meets the five preconditions for accreditation, it can apply for candidacy status. If a program is advanced to candidacy status, it may apply for an initial accreditation review. Advancement to candidacy status occurs when the program demonstrates that it is ready in all respects to undergo initial accreditation review. The program must demonstrate this in general through its Application for Candidacy Status and in specific through its attached information in a Self-Study Report concerning substantial compliance with the accreditation criteria by which all programs are judged.

The accreditation criteria outlined by the Planning Accreditation Board are as follows:

- 1) Mission, Goals and Objectives

¹ Brunckhorst D.J., 2000. *Bioregional planning: resource management beyond the new millennium*. Amsterdam: Harwood Academic.

- 2) Institutional Relations
- 3) Academic Autonomy and Governance
- 4) Curriculum, which should cover the following 4 areas:
 - a. Human settlement
 - b. Historical and contemporary planning practice, policy and processes
 - c. Skills to practice planning in a variety of venues and in ways that are consistent with ethical norms
 - d. Values and ethical standards affecting the practice of planning
- 5) Faculty Resources and Composition
- 6) Teaching, Advising, and Student Services
- 7) Research and Scholarly Activities
- 8) Public and Professional Service
- 9) Students
- 10) Institutional Resources
- 11) Administrative and Fair Practices

PAB Guideline 5.2.2 states that “to assure preparation of students for professional planning practice, the faculty should include a mix of individuals with credentials including accredited degrees in planning, significant experience in planning, PhDs in planning, degrees and experience in related fields, and membership in AICP.” PAB Guideline 5.5 states that “programs offering one degree for which accreditation is sought should have a minimum of five full-time equivalent (FTE) faculty.” Thus it will be a high priority of the program to hire a critical mass of BioP faculty with Ph.D. degrees and other degrees in planning, and experience in planning.

In addition to the BioP program becoming fully accredited, many of the departments that will be offering the M.S. degree to their students have their own accrediting bodies. These accrediting bodies are listed in Table 1.

Table 1. Accrediting Agencies for University of Idaho Departments/Programs.

COLLEGE	DEPARTMENT/PROGRAM	ACCREDITATION BODY
Art & Architecture	Landscape Architecture	LAAB (Landscape Architecture Accred. Board)
	Architecture	NAAB (National Architectural Accreditation Board)
Natural Resources	Conservation Social Science	*
Engineering	Civil Engineering	ABET (Accreditation Board for Eng. & Technology)
Letters, Arts & Social Sciences	Political Science	*
Science	Geography	*
Agriculture & Life Sciences	Ag. Econ. & Rural Sociology	*
Education	Health, Phys. Ed., Rec., and Dance	*
Graduate Studies	Environmental Science	*

* These departments do not have individual accreditation bodies

There are numerous professional and scholarly societies that current faculty and future faculty and students may participate. The three main organizations are the American Planning Association, the American Institute of Certified Planners, and the Association of Collegiate Schools of Planning. Additional societies include, but are not limited to, the Society for American City and Regional Planning History, the Environmental Design Research Association, the Regional Science Association International, the Urban Affairs Association, the Urban and Regional Information Systems Association, the Association of Collegiate Schools of Architecture, the Association of Public Policy Analysis and Management, National Association of Schools of Public Administration and Affairs, and the American Society of Landscape Architects.

The M.S. program will be dedicated to the highest standards of scholarship, informed by theory and empirical evidence, and employ multiple thinking strategies such as problem solving, creative design processes, the scientific method, and critical thinking. While it is anticipated that new courses will be created, the program will also utilize a significant number of courses already present in several different programs. The curriculum and program requirements will be designed so that graduates will meet the American Institute of Certified Planners eligibility

standards for becoming a certified planner. These standards include 1) being a current member of the American Planning Association (APA); 2) being engaged in professional planning, either currently or in the past; and 3) meeting the combination of education and corresponding years of professional planning experience (e.g., graduate degree in planning from a program accredited by PAB and 2 years professional planning experience).

In addition to preparing students to become professional planning practitioners, the academic program will advance the state of knowledge in the field of bioregional planning by engaging faculty and students in planning-related research, the results of which will be shared with others through public and professional presentations, journal articles, technical reports, and other appropriate media. The program will also provide planning assistance to Idaho communities and rural areas through the LPCs, emphasizing the integration of bioregional planning process, methods, and theory with other substantive planning knowledge in actual applications of community and regional plan making and policy analysis.

Further, if this new program is a doctoral, professional, or research, it must have been reviewed by an external peer-review panel (see page 7, "Guidelines for Program Review and Approval). A copy of their report/recommendations must be attached.

Three sets of recommendation and review materials are attached: 1) Strategic Initiative recommendation letters (Attachment A), 2) UI Blue Ribbon Committee Summary Comments (Attachment B), and 2) External Review Proposal Ratings (Attachment C). The original strategic initiative proposal is available at the BSCI website - <http://www.bioregionalplanning.uidaho.edu/>

- a. *Curriculum – describe the listing of new course(s), current course(s), credit hours per semester, and total credits to be included in the proposed program.*

The curriculum for the M.S. degree will provide a broad base in bioregional planning, while allowing students to select a specialization in one of several areas: land use planning; environmental planning; economic development planning; transportation planning; public lands planning; and housing, social and community development planning. The degree of M.S. in Bioregional Planning and Community Design requires 32 credits of course work, 8 to 10 studio credits, and 3 to 6 credits for a community-based project and professional paper, or thesis, for a total of 43 to 48 credits. A maximum of 12 credits may be transferred from another institution. The following sections summarize specific requirements for the M.S. degree.

Master of Science with a major in Bioregional Planning and Community Design

Core Courses

The following courses, equaling 34 to 39 credits, are required for all M.S. students:

BioP 501 Seminar (2 cr)

BioP 520 Bioregional Planning and Practice (3 cr)

BioP 521 Planning History and Theory (3 cr)

BioP 500 Master's Research and Thesis (no more than 10 credits) or BioP 599 Nonthesis Master's Research (no more than 5 credits)

GIS Competency (3 cr.) – *one of the following:*

LArc 495 Computer-Aided Regional Landscape Planning (3 cr)

Geog 475 Advanced GIS (3 cr)

OR Demonstrated GIS competency (e.g., GIS certificate)

Environmental Philosophy and Ethics (3 cr.) – *one of the following:*

Phil 457 Natural Resources Ethics (3 cr)

Phil 552 Environmental Philosophy (3 cr)

Phil 556 Religion and the Environment (3 cr)

Phil 571 Ecological Jurisprudence (3 cr)

PEP 570 Ethical Practice and Communication in Physical Activity

PEP 591 Moral Development in Physical Activity

Policy and Economics (3 cr.) – *one of the following:*

Acct 530 Accounting for Public Sector Entities (3 cr)

Bus 413 Leadership and Organizational Behavior (3 cr)

Bus 462 Principles of Financial Planning (3 cr)
 Law 944 Local Government and Land Use Law (3 cr) (with permission of instructor)
 PolS 539 Public Policy (3 cr)
 PolS 557 Governmental Budgeting (3 cr)
 PolS 571 Intergovernmental Relations (3 cr)
 PolS 572 Local Governmental Politics and Administration (3 cr)
 Research Methods (3 cr.) – *one of the following*:
 CSS 506 Fundamentals of Research (4 cr)
 For 510 Fundamentals of Research (3 cr)
 PolS 556 Governmental Policy and Program Analysis (3 cr)
 PEP 581 Research in Physical Activity, Theory, and Design (3 cr)
 Landscape/Social Ecology (3 cr.) – *one of the following*:
 For 429 Landscape Ecology (3 cr)
 For 527 Landscape Ecology of Forests and Rangelands (3 cr)
 WLF 440 Conservation Biology (3 cr)
 PEP 532 Health and Community Development (3 cr)
 Studio I (4-5 cr.) – *one of the following*:
 Arch 553 Architectural Design VII (5 cr)
 LArc 559 The Northern Rocky Regional Landscapes (4 cr)
 Studio II (4-5 cr.) – *one of the following*:
 Arch 553 Architectural Design VII (5 cr)
 LArc 560 Cultural Interpretation of Regional Landscapes (4 cr)

Area of Specialization (9 cr.)

Core courses may count toward a student's area of specialization once the core requirements are satisfied. The following list of courses is meant to guide students in their areas of specialization; this list will be revised and updated regularly. The initial list of recommended courses is provided below.

Land Use Planning:

Geog 520 Land and Environment (3-6 cr, max 6)
 Geog 544 Environmental Assessment (4 cr)
 LArc 559 The Northern Rocky Regional Landscapes (4 cr)
 LArc 560 Cultural Interpretation of Regional Landscapes (4 cr)
 Law 944 Local Government and Land Use Law (3 cr)

Environmental Planning:

CSS 573 Planning and Decision Making for Watershed Management (3 cr)
 EnvS 555 Environmental Planning (3 cr)
 EnvS 579 Introduction to Environmental Regulations (3 cr)
 Geog 420 Land, Resources and Environment (3 cr)
 Geog 544 Environmental Assessment (4 cr)
 Law 942 Water Law (3 cr)
 Law 947 Environmental Law I (3 cr)
 PolS 564 Environmental Politics and Policy (3 cr)

Public Lands Planning:

AIST 401 Contemporary American Indian Issues (3 cr)
 Law 906 Seminar, Natural Resources Law and Policy (3 cr) (with permission of instructor)
 Law 937 Natural Resources Law and Legal History (3 cr) (with permission of instructor)
 Law 948 Public Land Law (3 cr) (with permission of instructor)
 Law 949 Indian Law (3 cr) (with permission of instructor)
 PolS 562 Natural Resource Policy
 CSS 571 Human Dimensions of Ecosystem Management
 CSS 572 Human Dimensions of Restoration Ecology
 ENVS 582 Natural Resource Policy and Law

Economic Development Planning:

CSS 541 Issues of Renewable Natural Resources Industries (2 cr)
 Geog 550 Geography of Development (3-4 cr)

- Geog 409 Rural Development (3 cr)
- Transportation Planning:
 - CE 474 Traffic Systems Design (3 cr)
 - CE 571 Traffic Flow Theory (3 cr)
 - CE 573 Transportation Planning (3 cr)
 - CE 574 Public Transportation (3 cr)
- Collaborative Management
 - Comm 434 Advanced Dispute Management (3 cr)
 - Comm 436 Conflict Mediation (3 cr)
 - CSS 486 Public Involvement in Natural Resource Management (3 cr)
 - CSS 510 Applications of Communication Theory in Natural Resource Management (3 cr)
 - Law 917 Negotiation and Alternative Dispute Resolution (2 cr) (with permission of instructor)
- Housing, Social and Community Development Planning
 - Arch 483 Urban Theory and Issues (3 cr)
 - Geog 330 Urban Geography (3-4 cr)
 - PolS 521 Political Leadership (3 cr)
 - PolS 554 Public Organizational Theory (3 cr)
 - H&S 535 Principles of Behavior Change

New Course Descriptions:

BioP 500 Master's Research and Thesis (cr arr)

BioP 520 Bioregional Planning Theory and Practice (3 cr)

This class introduces first semester Bioregional Planning and Community Design students to bioregional planning concepts and current implementation practices.

BioP 521 Planning Theory and Process (3 cr)

This course is based on the premise that good planning practice should be grounded in good planning theory. Many of these theories are insightful attempts at understanding the unique historical conditions that have led to the rapid transformation of human society into an urban society in recent centuries. And many are accompanied by suggestions—some more useful than others—on how to exploit urbanization, guide it, tame it, moderate its impacts, and even reverse it. Public actions based on the more forceful theories sometimes changed development patterns in desirable ways. At other times they have made conditions worse, and many times they made no difference at all. Examining planning theories in an historical perspective is, therefore, a useful exercise for those of us searching for a solid theoretical foundation for our planning practice today.

BioP 599 (s) Non-thesis Master's Research (cr arr)

- b. Faculty – include the names of full-time faculty as well as adjunct/affiliate faculty involved in the program. Also, give the names, highest degree, rank and specialty. In addition, indicate what percent of an FTE position each faculty will be assigned to the program. Are new faculty required? If so, explain the rationale including qualifications.*

Twenty-seven faculty from eight departments and colleges will participate in the BioP program, holding faculty status in one of nine departments in eight colleges. Participating faculty are listed in Table 2.

Table 2. List of BioP Program Faculty at the University of Idaho.

Name (%FTE)	Department/Unit	Specialty	Degree	Rank
Stephen Drown (25% yr. 1, 10% thereafter)	Landscape Architecture	Community Design	MLA	Prof.
Steven Hollenhorst (25% yr. 1, 10% thereafter)	Conservation Social Sciences	Protected Areas Policy	PhD	Prof.
Paul McCawley (15% yr. 1, 7.5% thereafter)	Extension	Extension Outreach/ Rangeland Ecology	PhD	Assoc. Dir., UI Extension
Lorie Higgins (15% yr. 1, 5% thereafter)	Ag. Econ & Rural Sociology	Community Development	PhD	Assist. Prof.
Michael Kyte (10% yr. 1, 5% thereafter)	National Institute for Advanced Transportation Technology	Transportation Planning	PhD	Prof.
Sandra Pinel (100%)	Conservation Social Sciences	Land Use Planning	PhD	Asst. Prof.
Tammi Laninga (100% of .5 FTE appointment)	Conservation Social Sciences	Land Use Planning	PhD	Asst. Prof.
Wendy McClure (23.5% yr. 1, 1% thereafter)	Architecture	Community Design	MArch	Prof.
Harley Johansen (15% yr. 1, 5% thereafter)	Geography	Economic Development	PhD	Prof.
Donald Crowley (5%)	Political Science	Law and Social Change	PhD	Prof.
Nick Sanyal (5%)	Conservation Social Sciences	Human Dimensions	PhD	Assoc. Prof.
Sherry McKibben (50%)	Architecture	Community Design	MArch	Assist. Prof.
William McLaughlin (10%)	Conservation Social Sciences	Conservation Planning	PhD	Prof.
Chris Schnepf (25 yr. 1, 10% thereafter%)	Extension	Community Forestry	MS	Assist. Ext. Prof.
Gary Austin (10%)	Landscape Architecture	Community Design	MLA	Assoc. Prof.
Chuck Harris (10%)	Conservation Social Sciences	Env. Mgt, Policy and Planning	PhD	Prof.
Ray Dezzani (10%)	Geography	Spatial Geography	PhD	Assist. Prof.
Valdasue Steele (5%)	Extension	Community Development	MS	Assist. Ext. Prof.
Priscilla Salant (5%)	Extension	Community Development	MS	Research Prof.
Patrick Wilson (10%)	Political Science	Environmental Policy	PhD	Assoc. Prof.
Lawrence Young (10%)	Career & Professional Planning Sociology/CSS	Environmental Policy	PhD	Adj. Prof.
Michael Dixon (10%)	Civil Engineering	Transportation Planning	PhD	Assist. Prof.
Rula Awwad-Rafferty (10%)	Architecture	Interior Design Planning	PhD	Assoc. Prof.
John Tracy (5%)	IWRRI	Water Resources	PhD	Prof.
Michael Whiteman (10%)	CSS	International Env. Policy	PhD	Adj. Assoc. Prof.
David Paul (25%)	HPERD	Physical Activity Behavior	PhD	Assist. Prof.
Chris Eisenbarth (10%)	HPERD	Health Planning	Ph.D.	Assist. Prof.
Phil Watson (100%)	Ag. Econ. & rural Sociology	NR Economics	Ph.D.	Assist. Prof.

In order to meet accreditation standards up to six new faculty with PhDs from accredited planning programs will be hired by the participating departments. These new faculty will be the core group that supports the M.S. degree, the LPCs and the CEPG.

Faculty involvement in the BioP program will consist of teaching courses in bioregional planning and community design; engaging students and communities in participatory research and mutual learning that creates community-based plans, programs and policies that sustain and enhance Idaho communities' culture, resource base, built environment and economic vitality; and serving on graduate committees of M.S. students in the program.

The BioP program will be housed as an autonomous unit under the College of Graduate Studies and jointly administered by a Management Board representing the participating units (Figure 1). As other departments and units join the program, a representative from that unit will be added to the Management Board. The resulting program will have sufficient autonomy, suitable governance, and competent leadership to support and advance the program's goals and objectives, and to enhance the program's overall quality.

c. *Students – briefly describe the students who would be matriculating into this program.*

Students enrolling in the proposed BioP program will have a variety of backgrounds ranging from bachelors in planning, environmental design, architecture, geography, sociology, engineering, public administration, political science, history and other degrees. Because the M.S. degree in BioP will give students the ability to become certified planners, it is also assumed that some students enrolling in the program may be returning to school after spending several years working in the areas of planning or community development.

Students enrolling in the M.S. degree program will have bachelor degrees from a four-year institution. We are committed to the development and maintenance of rigorous selection and retention standards. Students applying for the Masters program will be expected to have completed a bachelor's degree. The undergraduate degree expectations will differ depending on area of specialization. For instance, students interested in working with Civil Engineering faculty in the area of sustainable transportation planning may be required to have an undergraduate degree in civil engineering, transportation engineering, or related field. On the other hand, students with a general interest in community and regional planning may come with varied backgrounds, from humanities and the arts to the sciences.

Students will be admitted through a competitive process involving a review of their academic and work history, GRE scores, references, writing sample, and research goals. It is expected that most students will be enrolled full-time, with a small portion participating in the program on a part-time basis. The BioP program will be delivered on the Moscow campus. Students residing in off-campus locations will be able to participate in the common course elements of the program either by traveling to the Moscow campus or using distance-learning technology.

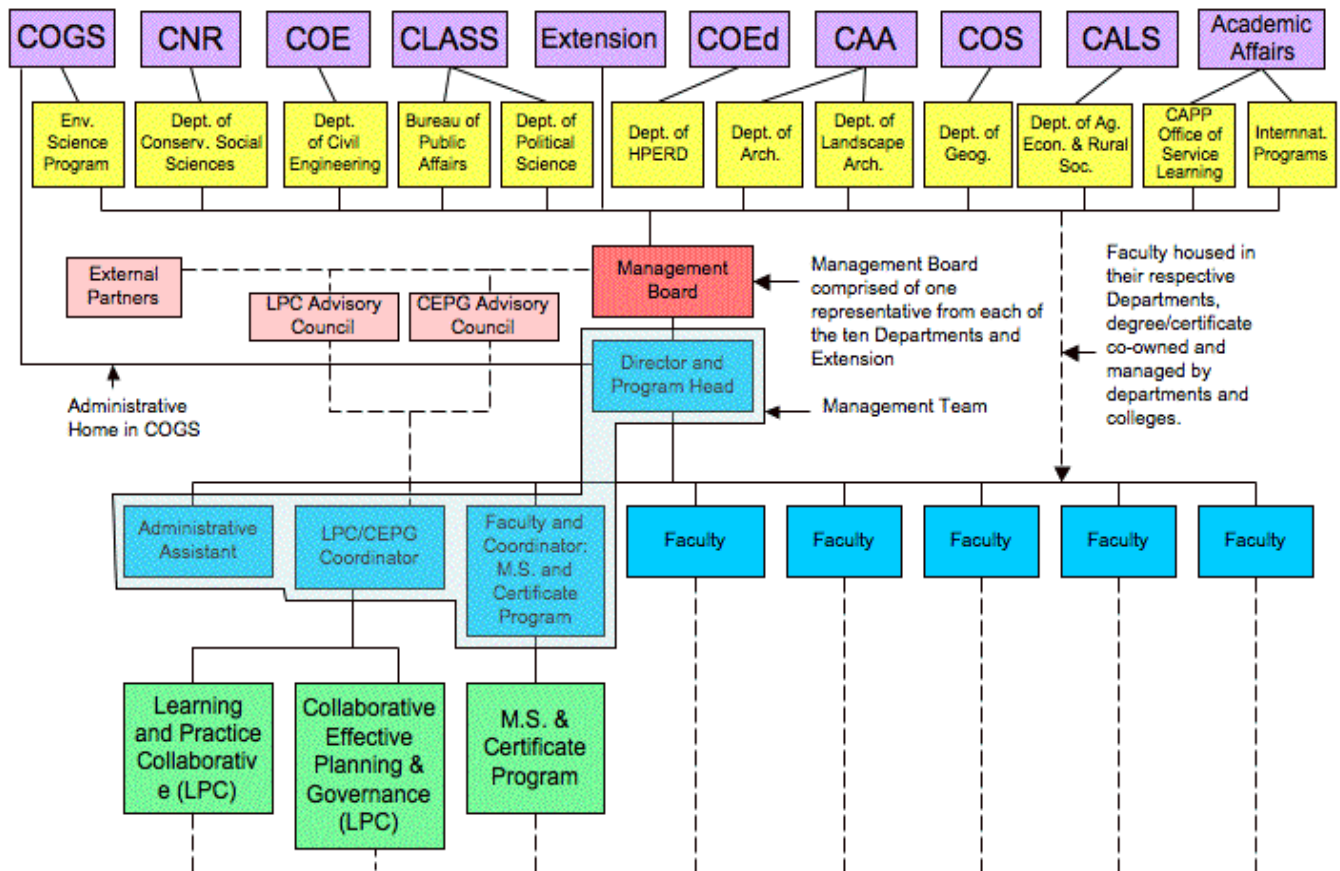


Figure 1: Organizational Chart for the Bioregional Planning and Community Design Program

d. *Infrastructure support – clearly document the staff support, teaching assistance, graduate students, library, equipment and instruments employed to ensure program success.*

Management Board, Director/Program Head, and Staff: The BioP program, and the larger Building Sustainable Communities Initiative, will be administered by a management board, director/program head, and an administrative assistant, and two coordinators. The management board will be composed of faculty representatives from seven colleges involved in the program. For the first four years the director/program head (1.0 FTE), an administrative assistant (1.0FTE), and a LPC/CEPG coordinator will be supported through the Building Sustainable Communities Initiative. The Director will report to the Management Board, and will be responsible for the oversight of all three initiative components: the academic program, the LPC, and the CEPG. A staff-level person will also be hired as the coordinator of both the LPC and CEPG. A full-time administrative assistant will be hired as the program financial and office manager and an Extension program coordinator will be hired to coordinate the involvement of UI Extension.

Graduate Assistantships:

The Building Sustainable Communities Initiative provides funds for four years to support five full-time students at \$16,000 each. Additional assistantships will be offered based on faculty's ability to secure grant funding.

Support Personnel:

Support staff, faculty and scientists working for faculty at the University of Idaho will provide assistance to graduate students in the BioP program as they do to students currently enrolled in respective graduate programs across campus.

Library:

Current space, personnel and books in the University of Idaho library are adequate to support the Bioregional Planning and Community Design degree. However, there are three journals that should be added to the current list of planning-related journals available at the library. These journals are: *Environment and Planning A: Urban & Regional*; *Journal of Planning Education and Research*; and *Journal of Planning Literature*. Six additional journals would also contribute to the program, including: *Environment & Planning C: Government & Policy*; *Journal of Architectural and Planning Research*; *Journal of Environmental Policy and Planning*; *International Planning Studies*; *Planning Theory*; and *State and Local Government Review*. The initiative will contribute \$15,000 for the purpose of three journal packages that include the necessary journals.

Equipment and Instruments:

No new facilities, equipment or technology will be required to initiate the BioP program. Each of the departments hiring new faculty have existing office space for the new hires. Furthermore, existing faculty participating in the program will continue to utilize the research facilities available to them at the University of Idaho. Classroom facilities at the UI campuses are adequate to deliver courses. Studio space is available, but has not been formally dedicated to the program. The BioP program is working with deans and department heads to find space in collaboration with other programs. The BioP program will initially share office space with Landscape Architecture in the College of Art and Architecture, Room 209. No renovation costs are required to occupy this space.

e. Future plans – discuss future plans for the expansion or off-campus delivery of the proposed program.

Faculty housed at all University of Idaho campuses (Boise, Idaho Falls, Twin Falls, and Coeur d'Alene), as well as other Idaho institutions (i.e., Boise State University and Idaho State University) are committed to statewide integration of research, education, and outreach in planning and community design to develop a coordinated statewide strength in this critical area. Faculty participating in the proposed Bioregional Planning and Community Design program support statewide integration and the proposed program contributes to these integrating efforts (see below under 3. Duplication).

3. Duplication – *if this program is unique to the state system of higher education, a statement to that fact is needed. However, if the program is a duplication of an existing program in the system, documentation supporting the initiation of such a program must be clearly stated along with evidence of the reason(s) for the necessary duplication. Describe the extent to which similar programs are offered in Idaho, the Pacific Northwest and states bordering Idaho. How similar or dissimilar are these programs to the program herein proposed?*

Simultaneous with this UI proposal, Boise State University is advancing a proposal to create a Master of Community and Regional Planning program. Together, the two programs represent the first planning degree programs in the State of Idaho. Our conversations are ongoing, our relationship is growing, and as our programs unfold we are committed to developing collaborative mechanisms that maximize efficiency and minimize duplication. Such a partnership would represent a new level of collaboration between our two institutions. The UI program will have a bioregional focus, and will emphasize partnering with the UI Extension system to engage with local communities through the LPCs. The UI program also integrates Extension into the delivery of an in-service professional development program for local elected and appointed officials and professional planners.

Specifically, Boise State University course offerings will be available to UI students enrolled in the graduate architecture program and the proposed M.S. in Bioregional Planning & Community Design program. Course offerings by UI faculty resident at the Idaho Urban Research and Design Center (IURDC) in Boise, along with existing online UI courses, will be available to Boise State University students enrolled in the Community and Regional Planning program.

Table 3 lists universities in the West that offer masters degrees in planning. The majority of these programs focus on urban planning and train graduates to address issues related to city and regional concerns. The Bioregional Planning program at Utah State University is the most similar to the proposed program. However, in conversing with faculty heading the USU program, it is apparent that the USU program does not have the same level of institutional support, nor does it offer a certificate to non-planning majors or have a training component for elected officials.

Table 3. Existing Planning Programs at Western Universities.

State	Institution	Degree/Certificate	Accredited?
AZ	Arizona State University	Master of Science, Urban & Environmental Planning	Yes
	University of Arizona	Master of Science, Planning	Yes
	Cal Poly, San Luis Obispo	Master of Science, Science, City & Regional Planning	Yes
	Cal Poly, Pomona	Master of Science, Urban & Regional Planning	Yes
	San Jose State University	Master of Science, Urban Planning	Yes
CA	University of California, Berkeley	Master of Science, City Planning	Yes
	University of California, Irvine	Master of Science, Urban & Regional Planning	Yes
	University of California, Los Angeles	Master of Science, Planning	Yes
	University of Southern California	Master of Science, Planning	Yes
CO	University of Colorado	Master of Science, Urban & Regional Planning	Yes
ID	Boise State University	Certificate Program in Community & Regional Planning, Masters program being developed	No
NM	University of New Mexico	Master of Science, Community & Regional Planning	Yes
MT	None		
NV	University of Nevada, Reno	Master of Science, Land Use Planning Policy	No
OR	Portland State University	Master of Science, Urban & Regional Planning	Yes
	University of Oregon	Master of Science, Community & Regional Planning	Yes
UT	Utah State University	Master of Science, Bioregional Planning	No
	University of Utah	Master of Science, Urban Planning	No
WA	Eastern Washington University	Master of Science, Urban & Regional Planning	Yes
	University of Washington	Master of Science, Urban Planning	Yes
WY	University of Wyoming	Master of Science, Planning	No

The UI BioP program will be distinguished from other university planning programs in two ways: 1) it incorporates a university-wide, interdisciplinary approach that fully integrates education and research with community engagement; and 2) it supports, promotes and advances bioregional planning, which is an integrated decision process that layers the geographic boundaries of watersheds and ecoregions with political, historical, economic health, and cultural knowledge to arrive at solutions that respond more effectively to a region's limits, needs, and potentials. The bioregional approach builds on UI's strength areas in natural resource planning, design and landscape planning, hydraulics and watershed planning, and sustainable transportation planning.

*4. **Centrality** – documentation ensuring that program is consistent with the Board's policy on role and mission is required. In addition, describe how the proposed program relates to the Board's current Statewide Plan for Higher Education as well as the institution's long-range plan.*

The State Board of Education's mission for higher education in the State of Idaho is to promote institutions that "provide a wide variety of educational, training, research, continuing education and service programs to meet the personal and professional needs of Idaho citizens and Idaho employers." The BioP program aids the SBOE in meeting the goals of its mission by providing a rich and diverse educational, training, and research opportunity for the citizens of Idaho. Furthermore, it will produce certified planners who can assist in the thoughtful and sustainable design and development of Idaho communities.

The SBOE's *8-Year Plan for Delivery of Academic Programs* states that "the effectiveness of the [higher-education] system relates to the provision of courses and programs that respond to the identified needs of Idaho education stakeholders such as students and businesses. System efficiency relates to delivery of education and minimizes costs by avoiding unnecessary duplication of programs and courses." The creation of the BioP program has been the result of campus and Extension faculty, as well as statewide community stakeholders identifying the need for the only accredited planning program in the state. To ensure the program's fit with the needs of Idaho's citizens, between August and November 2006, nearly a dozen listening sessions were hosted in several locations across Idaho. These sessions gave stakeholders the opportunity to describe their community's needs and to characterize the vital competencies required by our graduates if they are to become planners in their communities. Stakeholder input is being used to refine our understanding of how to link UI resources to community priorities. Furthermore, these developmental listening sessions are establishing credibility for the initiative locally, providing publicity about the initiative, and forming the basis for productive partnerships that will be developed.

Furthermore, in the 8-Year Plan, the SBOE explains that it is their intent to "optimize the delivery of academic programs while allowing institutions to grow and develop consistent with an appropriate alignment of strengths and sharing of resources." The BioP program brings together nine academic departments/programs, eight UI colleges, UI Extension, and eight units/organizations in and outside UI in interdisciplinary graduate research, education, and outreach to Idaho's communities to implement practices and policies that improve social, economic, health and environmental conditions to strengthen and enhance quality of life. Faculty and staff resources are brought together from across the institution and engaged with local communities to find integrated solutions to real-world problems. The program builds on the strengths of campus and Extension faculty and enhances resource effectiveness by sharing professional, facility and research resources.

In addition to meeting the SBOE's policies and missions for higher education, the BioP program serves the mission and strategic plan for the University of Idaho. The UI's mission states that it is "a land-grant institution committed to undergraduate and graduate-research education with extension services responsive to Idaho and the region's business and community needs." The academic programs emphasized at the UI are agriculture, forestry, mining and metallurgy, engineering, architecture, law, foreign languages, teacher preparation and international programs. In these specific focus areas, the UI offers a wide range of masters, doctoral and professional programs and also coordinates and conducts extensive research programs that are consistent with state needs. The interdisciplinary BioP program will contribute to the UI's mission by providing graduate research-based education that is responsive to the needs of Idaho's businesses and communities.

The BioP program also specifically relates to recent strategies developed at the UI. In 2004, the Vision and Resources Task Force identified seven strategic themes the university community should strive to promote:

- 1) Building Human Potential through Innovative Engagement
- 2) Creative and Performing Arts
- 3) Economic Development through Technology Transfer and New Venture Creation
- 4) Evolutionary Biology
- 5) Global and Regional Environmental Systems
- 6) Natural Resources Protection and Resource Development
- 7) Sustainable Agriculture

The goals of the planning program are consistent with themes 1, 3, 5, 6, and 7. The program is also aligned with the Vision and Resource Task Forces' vision statement that the UI will "maintain strategically selected programs to serve and benefit the people of Idaho, the United States, and the world." Program graduates will fill an important niche in the Intermountain West and have the knowledge and skills to be effective planners in other parts of the world. The initial focus of the program will be on Idaho. However, over time, the focus will be expanded to include regional, national and international opportunities.

Furthermore, the program specifically addresses two of the seven core values identified by the Vision and Resource Task Force report. The program fosters the creation of a "barrier-free community" through its collaborative nature by encouraging "productive, unhindered interaction between disciplines" and "interdisciplinary instructional, research, and outreach activities." The BioP program also aims to "make a difference" to the people of Idaho, the nation, and the world through its community-based participatory nature by enhancing the "scholarly, economic and environmental" impact in local communities, promoting "public discourse" about important issues, and cultivating "an educated and involved citizenry."

The BioP program also directly relates to three of President White's five thematic areas of excellence for the University, which are "Stewarding the Environment," "Understanding Sustainable Design and Life Style," and "Catalyzing Entrepreneurial Innovation."

Finally, the program is consistent with both the UI Research Office's Action Plan and the UI's land-grant mission. The Research Office's Action Plan encourages "faculties that cross disciplinary boundaries to enhance scholarly activity." The BioP program, drawing on the strengths of eight colleges and nine academic departments directly fulfills this goal. Furthermore, the program will serve as a model of effective land grant engagement with citizens of the state through the LPC. The LPC will serve as a vehicle to engage the university to assist communities in fulfilling their visions for sustainable growth. The LPC will bring together of faculty, students, and the people and institutions in Idaho communities and tribes, to work together to improve quality of life and build sustainable futures. The collaboratives will bring to communities research-based knowledge and problem-solving expertise related to a variety of sustainability issues, but will contribute particularly to the application of bioregional planning and sustainable design principles.

The bioregional approach to planning and community design promoted by the M.S. degree considers the ecological functions and human settlement patterns of a region, builds more inclusive civic constituency, and emphasizes regional resources and energy sources in an effort to inform community and economic development policy and design. As a result, the program adheres to all the SBOE and the University of Idaho missions and strategic plans and goals at some level. The BioP program, building upon the unique strengths of UI programs and faculty, will coordinate existing UI and statewide assets to create and implement an internationally recognized program in planning education, service learning, and community engagement.

5. Demand – address student, regional and statewide needs.

a. Summarize the needs assessment that was conducted to justify the proposal. The needs assessment should address the following: statement of the problem/concern; the assessment team/the assessment plan (goals, strategies, timelines); planning data collection; implementing data collection; dissemination of assessment results; program design and on-going assessment. (See the Board's policy on outcome assessment.)

Idaho was the nation's third fastest growing state between 2004 and 2005 (U.S. Census Bureau, 2006). From 1990 to 2005, Idaho's population increased by 41% to over 1.4 million residents, making it the fourth fastest growing state in the U.S. Kootenai and Canyon counties grew more than 75% and the state's immigrant population more than doubled. The Census Bureau projects that by 2030 population will increase by 52%. By 2050, urban and suburban development is expected to double and quadruple, respectively, resulting in a loss of 4.5 million acres of ranch, farm, and open space land. This growth will be accompanied by increased energy consumption (Idaho already leads the Northwest in per capita consumption), and a projected three-fold increase in municipal water use.

The effects of rapid growth are not limited to metropolitan counties. Boise County, considered rural in 1990, has grown by 95%, with more than a third of its workforce now commuting to Ada and Canyon Counties. Increasingly, communities across Idaho are struggling to deal with the transportation impacts of new residential and community development, and to incorporate state transportation initiatives into their comprehensive plans. Concurrently, the economies and populations of many rural communities are stagnant or shrinking. While urban school systems are unable to build facilities fast enough to accommodate the flood of new students, many rural districts have adopted a 4-day school week to offset lost revenues and shrinking student numbers.

Approximately 66% of Americans between 20 and 74 yrs are considered overweight or obese, which represents a 30% increase in less than 30 years. In children between the ages of 6 and 19 yrs, 17% are considered overweight, a 37% increase in less than 15 yrs. State-wide surveys of obesity taken between 1991 and 2006 indicate that Idaho is generally ranked in the middle third in the nation. Nation-wide medical expenditures due to overweight and obesity are estimated at approximately \$75 billion per year (\$227 million of that total from Idaho). Recent literature indicates that the physical design of communities (urban, suburban, and rural) may be contributing increased incidences of overweight and obesity, through reduced opportunities for physical activity and/or access to healthy foods. Given the significant health care costs and loss of quality of life associated with weight gain and obesity, the BioP degree program and the Building Sustainable Communities Initiative will institute a multidisciplinary approach to address this issue from a perspective unique to UI.

Along with these demographic changes, the roles, responsibilities, and structure of local government are changing and becoming more complex. Today's community leaders must consider the changing views of the role of government, new technologies, devolution of public services, citizen demands for control of public spending, performance review, and privatization of many public functions. The responsibilities assigned to these officials range from public health to public transportation, criminal justice, sewage treatment, and protecting quality of life. They must set public policy, collect and direct use of public funds, decide who can develop land where and for what purpose, administer the organizational structure of government, manage personnel, and manage risk within their counties and communities; all while being responsive to a wide-variety of state and federal mandates.

Given the growing complexity of administering the public trust, public officials increasingly need special knowledge, skills and leadership abilities to plan and manage their communities to be economically, environmentally, and socially sustainable. In addition, many problems these leaders face are not just local problems, but ones created when both local and state governmental units are not prepared, do not work together effectively, and do not have mechanisms to jointly deal with development pressure.

Despite a rapidly growing, migrating, and diversifying population, along with the increasingly complex demands placed on local officials, none of Idaho's higher education institutions have programs that prepare professional planners; nor are there any significant programs preparing other professionals or community leaders and elected officials with the planning skills they need to be effective community leaders.

To address the challenges facing Idaho, and many other Western states, the M.S. in Bioregional Planning and Community Design will prepare new professionals with cutting edge planning knowledge and skills. Furthermore, the program will facilitate UI faculty and student engagement with communities in participatory research and mutual learning that fosters sustainable community planning, design and development. Finally, it will build on important work already occurring at UI and other Idaho higher education institutions, including: 1) increasing efforts within several academic departments and Extension to assist communities with planning and other development challenges, 2) the establishment of the UI Urban Research and Design Center (URDC) in Boise, and

3) emergence of a critical mass of faculty research and service learning activity in the area of collaborative community development.

Another way to assess demand is to look at enrollment in graduate planning programs in other states. Table 3 includes enrollment in masters planning programs at Universities in the contiguous Western states. These enrollment figures affirm the opportunity and need for graduate planning programs in Idaho. Demand in Idaho is further increased by the fact that many municipalities and counties have only recently begun establishing planning offices. The challenge in coming decades will be to provide a sufficient pool of qualified planners for these planning offices as they build their capacity to deal with the tremendous growth projected for their communities.

Table 3. States, State Population and 2005/6 Enrollment in Masters Planning Programs at Western Universities (including both accredited and non-accredited programs).

State	Population	Institution	M.S. Enrollment
AZ	6,166,318	Arizona State University	131
		University of Arizona	41
		Northern Arizona University	11
CA	36,457,549	Cal Poly, San Luis Obispo	51
		Cal Poly, Pomona	78
		San Diego State U.	45
		San Jose State University	106
		University of California, Berkeley	114
		University of California, Irvine	68
		University of California, Los Angeles	118
		University of Southern California	126
CO	4,753,377	University of Colorado at Denver	109
ID	1,466,465	Boise State University	Certificate only
NM	1,954,599	University of New Mexico	82
MT	944,632	None	
NV	2,495,529	University of Nevada, Reno	91
OR	3,700,758	Portland State University	87
		University of Oregon	40
UT	2,550,063	Utah State University	45
		University of Utah	31
WA	6,395,798	Eastern Washington University	31
		University of Washington	109
WY	515,004	University of Wyoming	63

b. Students – explain the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the institution. Differentiate between the projected enrollment of new students and those expected to shift from other program(s) within the institution.

Students enrolling in the proposed BioP program will have a baccalaureate degree from an accredited four-year institution. Prospective students currently employed by government agencies and in the private sector can enroll as part-time students. Full and part-time students will have access to courses offered at all University of Idaho campuses and through distance learning options (e.g., internet and compressed video). A number of the courses listed for the program have a distance learning option; additional courses will be offered this way in the future.

Since the Building Sustainable Communities Initiative's proposal was selected for funding in April 2006 by President White, interest in the Bioregional Planning and Community Design degree has been high. Numerous prospective students have inquired with Graduate Studies, Graduate Admissions, and professors in the eight sponsoring departments about the M.S. degree. According to an administrator in Graduate Admissions, one prospective student has applied to the program, which has yet to be officially offered. It is assumed that a small number of current students may shift into the new program from existing programs at the University of Idaho. However, overall the majority of students enrolling in the program will be new students.

c. Expansion or extension – if the program is an expansion or extension of an existing program, describe the nature of that expansion or extension. If the program is to be delivered off-campus, summarize the rationale and needs assessment.

NA

6. Resources – *fiscal impact and budget. On this form, indicate the planned FTE enrollment, estimated expenditures, and projected revenues for the first three fiscal years (FY) of the program. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reflect explanations of subsequent pages. If the program is a contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).*

I. PLANNED STUDENT ENROLLMENT

	FY08		FY09		FY010	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	8	8	12	20	18	25
B. Shifting enrollments	2	3	0	0	0	0

II. EXPENDITURES

	FY08		FY09		FY010	
	FTE	Cost	FTE	Cost	FTE	Cost
A. Personnel Costs						
1. Director	0	\$ 0	1.0	\$ 26,139	1.0	\$ 27,184
2. Faculty (2 in FY08, 4 in FY09)	0	0	2.0	\$ 114,400	4.0	\$ 237,952
3. Current Faculty (Reallocation)	3.24	\$ 232,696	2.33	\$ 164,757	2.33	\$ 175,924
4. Academic Coordinator (summer)	0		.15	\$ 6,940	.15	\$ 7,218
5. Graduate/instructional Assistant	0		8	\$ 128,000	10	\$ 166,400
6. LPC Coordinator		\$ 23,400		\$ 24,336		\$ 25,310
7. Administrative Assistant		\$ 32,240		\$ 33,530		\$ 34,871
8. Fringe (33% Admin. Asst, 38% others)		\$ 199,611		\$ 253,098		\$ 310,550
9. Other:						
Total FTE Personnel & Costs:		\$ 809,146		\$ 1,003,557		\$ 1,212,374
B. Operating expenditures						
1. Travel		\$ 4,680		\$ 4,867		\$ 5,062
2. Computer services		\$ 4,680		\$ 4,867		\$ 5,062
3. Program Operating Budget		\$ 20,000		\$ 31,500		\$ 33,075
4. Communications						
5. Utilities						
6. Materials & supplies						
7. Rentals						
8. Repairs & maintenance						
9. Materials & goods for manufacture & resale						
10. Miscellaneous						
11. Graduate Student Recruitment		\$ 7,500		\$ 7,800		\$ 8,112
12. Sub-Awards: LPC Projects		\$ 15,000		\$ 40,000		\$ 60,000
13. Faculty Startup Packages		\$ 50,000		\$ 50,000		\$ 50,000

Total Operating Expenditures	\$ 116,860	\$ 139,034	\$ 161,311
C. Capital Outlay			
1. Library resources	\$15,000	\$ 300	\$ 300
2. Equipment (furnishings, computers, software)	\$ 30,000		
Total Capital Outlay:	\$ 30,300	\$ 300	\$ 300
D. Physical facilities			
Construction or major			
Renovation			
E. Indirect costs (overhead)			
GRAND TOTAL EXPENDITURES	\$ 956,006	\$ 1,142,591	\$ 1,373,685

III. REVENUES

A. Source of funds

1. Appropriated funds --Reallocation	\$ 333,333	\$ 333,333	\$ 333,333
MCO (Strategic Initiative Grant)			
2. Appropriated funds – New -MCO			
3. Federal funds			
4. Other grants			
5. Fees (dedicated, summer, course, non-credit)	\$ 39,471	\$ 67,259	\$ 84,421
6. Other: Indirect Returns	\$ 10,500	\$14,000	\$19,250
7. New Faculty Commitments from Colleges	\$ 153,615	\$ 319,519	\$ 498,450
8. Current Faculty Reallocations	\$ 432,814	\$ 449,623	\$ 467,105
9. Community Matches for LPCs	\$ 20,000	\$ 30,000	\$ 40,000
10. Grants, including NIATT startup support	\$ 52,500	\$ 52,500	\$ 52,500
11. Project Donations	\$ 9,500	\$ 14,000	\$ 19,250
GRAND TOTAL REVENUES:	\$ 1,051,733	\$ 1,280,234	\$ 1,514,309

B. Nature of Funds

1. Recurring*	\$ 718,400	\$ 946,901	\$ 1,180,976
2. Non-recurring**	\$ 333,333	\$ 333,333	\$ 333,333

GRAND TOTAL REVENUES :	\$ 1,051,733	\$ 1,280,234	\$ 1,514,309
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* 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

Project for the first three years of the program, the credit hours to be generated by each faculty member (full-time and part-time), graduate assistant, and other instructional personnel. Also indicate salaries. After total student credit hours, convert to an FTE student basis. Please provide totals for each of the three years presented. Salaries and FTE students should reflect amounts shown on budget schedule. Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.

Staff support for the Bioregional Planning and Community Design program includes a part-time (50%) administrative assistant, a full-time LPC Coordinator, a full-time Extension Coordinator, and summer salary for an Academic Coordinator. Funds for these positions are provided through the Building Sustainable Communities Initiative. See section “e” below for how these positions will be funded past the initiative grant.

FACULTY EXPENDITURES (INSTRUCTIONAL) for FY08 - FY10

Name	Annual Salary Rate			FTE to Program	Program Salary Dollars			Student Cr. Hrs.		
	FY08	FY09	FY10		FY08	FY09	FY10	FY08	FY09	FY10
Stephen Drown	\$ 91,395	\$ 95,051	\$ 98,853	.25 yr. 1, .1 after	\$ 22,849	\$ 9,505	\$ 9,885	30	45	45
Steven Hollenhorst	\$103,979	\$ 108,138	\$ 112,464	.25 yr. 1, .1 after	\$ 25,995	\$ 10,814	\$ 11,246	0	0	0
Paul McCawley	\$101,878	\$ 105,953	\$ 110,191	.15 yr 1, .075 after	\$ 15,282	\$ 7,946	\$ 8,264	0	0	0
Lorie Higgins	\$ 56,472	\$ 58,731	\$ 61,080	.15 yr. 1, .05 after	\$ 8,471	\$ 2,937	\$ 3,054	15	15	15
Michael Kyte	\$110,864	\$ 115,299	\$ 119,911	.10 yr. 1, .05 after	\$ 11,086	\$ 5,765	\$ 5,996	9	9	9
Wendy McClure	\$ 82,784	\$ 86,095	\$ 89,539	.235 yr. 1, .1 after	\$ 19,454	\$ 8,610	\$ 8,954	30	45	45
Harley Johansen	\$100,984	\$ 105,023	\$ 109,224	.15 yr. 1, .05 after	\$ 15,148	\$ 5,251	\$ 5,461	9	9	9
Donald Crowley	\$ 89,065	\$ 92,628	\$ 96,333	.05	\$ 4,453	\$ 4,631	\$ 4,817	0	0	0
Nick Sanyal	\$ 50,668	\$ 52,695	\$ 54,803	.05	\$ 2,533	\$ 2,635	\$ 2,740	0	0	0
Sherry McKibben	\$ 50,585	\$ 52,608	\$ 54,713	.5	\$ 25,293	\$ 26,304	\$ 27,356	45	45	45
William McLaughlin	\$ 75,233	\$ 78,242	\$ 81,372	.1	\$ 7,523	\$ 7,824	\$ 8,137	15	15	15
Chris Schnepf	\$ 60,632	\$ 63,057	\$ 65,580	.25 yr. 1, .1 after	\$ 15,158	\$ 6,306	\$ 6,558	0	0	0
Gary Austin	\$ 56,513	\$ 58,774	\$ 61,124	.1	\$ 5,651	\$ 5,877	\$ 6,112	0	0	0
Ray Dezzani	\$ 59,425	\$ 61,802	\$ 64,274	.1	\$ 5,943	\$ 6,180	\$ 6,427	12	12	12
Valdasue Steele	\$ 55,203	\$ 57,411	\$ 59,708	.05	\$ 2,760	\$ 2,871	\$ 2,985	0	0	0
Priscilla Salant	\$ 50,625	\$ 52,650	\$ 54,756	.1	\$ 5,063	\$ 5,265	\$ 5,476	0	0	0
Patrick Wilson	\$ 49,836	\$ 51,829	\$ 53,903	.1	\$ 4,984	\$ 5,183	\$ 5,390	9	9	9
Lawrence Young	\$ 43,602	\$ 45,346	\$ 47,160	.1	\$ 4,360	\$ 4,535	\$ 4,716	0	0	0
Michael Dixon	\$ 60,264	\$ 62,675	\$ 65,182	.1	\$ 6,026	\$ 6,267	\$ 6,518	9	9	9
Rula Awwad-Rafferty	\$ 57,240	\$ 59,530	\$ 61,911	.1	\$ 5,724	\$ 5,953	\$ 6,191	9	9	9
John Tracy	\$ 82,295	\$ 85,587	\$ 89,010	.05	\$ 4,115	\$ 4,279	\$ 4,451	0	0	0
Michael Whiteman	\$ 83,179	\$ 86,506	\$ 89,966	.1	\$ 8,318	\$ 8,651	\$ 8,997	0	0	0
David Paul	\$55,000	\$57,200	\$59,488	.25	\$13,750	\$14,300	\$14,872	15	15	15
Chris Eisenbarth	\$48,214	\$50,143	\$52,149	.1	\$4,821	\$5,014	\$5,215	9	9	9
Sandra Pinel (New Core)	\$ 55,000	\$ 57,200	\$ 59,488	1.0	\$ 55,000	\$ 57,200	\$ 59,488	90	90	90
Tammi Laninga (New Core Fac.)	\$ 55,000	\$ 57,200	\$ 59,488	1.0	\$ 55,000	\$ 57,200	\$ 59,488	90	90	90
Philip Watson (New Core Faculty)	\$ 55,000	\$ 57,200	\$ 59,488	1.0	\$ 55,000	\$ 57,200	\$ 59,488	90	90	90
New Core Faculty 4		\$ 57,200	\$ 59,488	1.0		\$ 57,200	\$ 59,488	90	90	90
New Core Faculty 5		\$ 57,200	\$ 59,488	1.0		\$ 57,200	\$ 59,488	90	90	90
New Core Faculty 6		\$ 57,200	\$ 59,488	1.0		\$ 57,200	\$ 59,488	90	90	90

STAFF EXPENDITURES FY 07-09

Staff Position	Annual Salary Rate			FTE Assigned to Program	Program Salary Dollars			Percent of Salary Dollars to Program		
	FY08	FY09	FY10		FY08	FY09	FY10	FY08	FY09	FY10
Admin. Assistant	\$32,240	\$33,530	\$34,871	.5	\$32,240	\$33,530	\$34,871	100%	100%	100%
LPC Coordinator	\$23,400	\$24,336	\$25,310	1.0	\$23,400	\$24,336	\$25,310	100%	100%	100%
Extension Coordinator	\$26,000	\$27,000	\$28,100	1.0	\$26,000	\$27,000	\$28,100	100%	100%	100%

b. Administrative Expenditures

Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program.

The administrative structure of the Bioregional Planning and Community Design program consists of a management board, a director, and six faculty. The Director will oversee the academic program as well as the other two components of the Building Sustainable Communities Initiative: the Learning and Practice Collaboratives (LPCs) and the Center for Effective Planning and Governance (CEPG). One core faculty member, to be hired, will coordinate the M.S. degree and certificate programs. The other five core faculty members, to be hired, will work with students, teach core and elective curriculum, and engage in the LPCs. The director, core faculty, and management board (consisting of one faculty from each of the eight participating departments) will set guidelines for curriculum issues, program assessment and evaluation, and recruitment and admissions.

ADMINISTRATIVE EXPENDITURES FY 07-09

Name, Position & Rank	FTE Assigned to Program									Percent of Salary Dollars to Program		
	Annual Salary Rate			FTE Assigned to Program	Program Salary Dollars			Percent of Salary Dollars to Program				
	FY08	FY09	FY10		FY08	FY09	FY10	FY08	FY09	FY10		
Director	--	\$105,000	\$109,200	1.0	--	\$105,000	109,200	--	100%	100%		

c. Operating Expenditures. Briefly explain the need and cost for operating expenditures.

Item	FY08	FY09	FY10
Travel	\$ 4,500	\$ 4,680	\$ 4,867
LPC	\$ 7,500	\$ 7,800	\$ 8,112
CEPG	\$ 7,500	\$ 7,800	\$ 8,112
Administration	\$ 4,000	\$ 4,160	\$ 4,326
Computer services	\$ 4,266	\$ 4,436	\$ 4,616
Design process	\$ 22,500		
Subawards to LPC communities	\$ 50,000	\$ 50,000	\$ 50,000
Faculty startups	\$ 50,000	\$ 50,000	\$ 50,000
Workshops	\$ 20,000		
Academic program operations	\$ 12,500	\$ 30,000	\$ 31,500
LPC/CEPG operations	\$ 12,500	\$ 13,000	\$ 13,520
Assistantships	\$ 80,000	\$ 166,400	\$ 173,056
Community Leader Training Scholarships			
Marketing/Recruiting graduate students	\$ 7,500	\$ 7,800	\$ 8,112
Marketing/Recruiting LPC and CEPG	\$ 7,800	\$ 8,112	\$ 8,436

Operating expenses include computer services travel, student recruitment, general office operations, computer services, sub-awards for LPC projects, and new faculty start-up packages. Travel includes funds to assist BioP faculty and Extension faculty to participate in interdisciplinary faculty and student activities (e.g., project preparation, seminars, proposal preparations). It will also cover travel expenses incurred by the Program director to travel statewide and nationally to identify grants funding, and to attend professional conferences to promote the new UI planning program. Student recruitment costs include funds for development of program brochures and a website, advertisement at professional meetings, and other advertising activities.

d. Capital Outlay

(1) Library resources

(a) Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? If not, explain the action necessary to ensure program success.

The Library holding will be expanded to include the SAGE Urban Studies and Planning Package, the Environment and Planning Parts A-D package, and the Environmental Planning Historic Archives. The total cost is \$14,498.

(b) Indicate the costs for the proposed program including personnel, space, equipment, monographs, journals, and materials required for the program.

The total cost is \$14, 498.

(c) For off-campus programs, clearly indicate how the library resources are to be provided.

The above collects are electronic and therefore will be accessible to all off-campus students. There are well-established library research facilities in Boise and Idaho Falls. Furthermore, most of the journals of interest to planning students are available through the Internet. Students affiliated with any of the University of Idaho campuses have access to many of the journals through the library website.

(2) Equipment/Instruments. Describe the need for any laboratory instruments, computer(s), or other equipment. List equipment, which is presently available and any equipment (and cost), which must be obtained to support the proposed program.

Existing resources are adequate and available. The Building Sustainable Communities Initiative has provided funds for one-time capital outlays for new faculty, the director and program staff including furnishings, computers, and software.

e. Revenue Sources

(1) If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

The Building Sustainable Communities Initiative and the BioP program will be funded through FY 2010 from President White's New Strategic Initiative program. The award has been made for \$333,333 for five years, for a total of \$1,666,665. Additional revenues of \$817,235 are expected in the form of fees, matches from communities, projected program grants, returns of indirect charges, and donations

(2) If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

Not applicable for the proposed program.

(3) Describe the federal grant, other grant(s), special fee arrangements, or contract(s) to fund the program. What does the institution propose to do with the program upon termination of those funds?

The University of Idaho Strategic Initiative process has provided \$1.6 million over 5 years to launch the Building Sustainable Communities Initiative, which includes creation of an M.S. degree in Bioregional Planning and Community Design, initiation of Learning and Practice Collaboratives, and development of the Center for Effective Planning and Governance. After FY10, the program will become self-sufficient. A transition to self-sufficiency has been designed into the program in several ways. First, the program captures a diverse array of revenue streams and leveraged resources that will continue after the grant ends. These include the faculty hires from the colleges, involvement from current faculty, for-credit and non-credit tuition and fee revenues, community LPC matches, projected grant revenues, and development. Second, only a small portion of grant funds are dedicated to permanent personnel. In fact, these funds are limited to the Director summer salary and stipend, the LPC coordinator, an administrative assistant, and an Extension program coordinator. These continuing costs will be offset by the additional revenue to the program and UI from increased student FTE's and indirect returns on external grants. Third, the major share of grant funds is used to support graduate assistantships and support for LPC projects. After 5 years, it is expected that grants and donations will support these programs. Also, by building an international reputation, the academic program will be able to attract quality graduate students who are self-supporting and pay full fees, thereby lowering the need to offer assistantships.

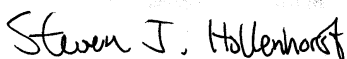
Attachment A

March 3, 2006

To: Blue Ribbon Review Committee
Idaho Strategic Reinvestment Initiatives Program
From: Lead Principal Investigators and Interdisciplinary Academic Program Directors

A common thread of interdisciplinarity and sustainability links together several of the Strategic Initiative programs. These bridges do not impinge on the independence of any program, but rather act to complement the programs in ways that are synergistic. The following synergy bridges are included in multiple proposals and are endorsed by each of the lead Principal Investigators and Program Directors, each of whom have signed this letter and included it within the Appendix of their proposal.

- The *Sustainable Idaho*, *Building Sustainable Communities*, *Water of the West*, *Institutionalizing Team-based Interdisciplinary Research and Education*, and *Idaho Professional Ethics* programs, as will the existing interdisciplinary programs, including *Environmental Science*, *Neuroscience* and *Bioinformatics and Computational Biology*, strongly encourage funding a development officer position within the University of Idaho Development Office. We see this development officer position dedicated to identifying donors and fundraising for University Wide Interdisciplinary Programs.
- Faculty participating in the *Building Sustainable Communities Program*, the *Water of the West Program*, the [*Institutionalizing Team-based Interdisciplinary Research and Education*](#) and the *Idaho Professional Ethics Program* will participate in the faculty development workshops on integration of sustainability into University of Idaho courses to be offered by the Sustainable Idaho Program.
- Research and innovation developed through the *Sustainable Idaho Program*, the *Water of the West Program*, and the [*Institutionalizing Team-based Interdisciplinary Research and Education*](#) Program could be disseminated through the two engagement components of the *Building Sustainable Communities Program*: the Learning and Practice Collaborative and Collaborative for Effective Planning and Governance.
- Faculty and students in the *Water of the West Program*, *Sustainable Idaho* and *Building Sustainable Communities program* will participate in and benefit from the proposed interdisciplinary coursework, summer workshop, and assessment of interdisciplinary programs that are outlined in the [*Institutionalizing Team-based Interdisciplinary Research and Education*](#) proposal.
- If funded the directors of each of the programs mentioned above will also join the University Wide Program Directors Council, which is currently chaired by the Dean of the College of Graduate Studies and includes the directors of the existing interdisciplinary programs (EnvS, BCB, NS).
- The programs mentioned above will work to develop a shared sustainability focused conference in year three of the program.
- Course complementation will be achieved by managing the academic programs of the above mentioned programs so that classes developed in each program will contribute to the course offerings of the programs. This will provide integration and scaling synergies between all of the programs.

Steven J. Hollenhorst



Lead PIs Signatures:

Sustainable Idaho Initiative
Building Sustainable Communities Initiative
Water of the West Initiative
Institutionalizing Team-based Interdisciplinary Research and Education Initiative
Idaho Professional Ethics Initiative

Existing University Wide Interdisciplinary Academic Programs
Environmental Science Program
Neuroscience Program
Bioinformatics and Computational Biology Program

February 28, 2006

Steven Hollenhorst
Department of Conservation Social Sciences
College of Natural Resources
University of Idaho
Moscow, Idaho 83844-1144

Re: Bioregional Planning and Community Design Program

Steve,

The Idaho Chapter of The Nature Conservancy wholeheartedly supports the proposed "Bioregional Planning and Community Design Program." Idaho and the rest of the world desperately need thoughtful, multi-disciplinary practitioners and approaches to the complex issues of balancing the conservation of biodiversity and ecosystem services with the challenges that confront societies from human population growth and development. For over a half century, The Nature Conservancy has strived to protect the natural capital of the earth through non-confrontational, market-based approaches, and is now the largest conservation organization in the world with chapters in every state and over 28 countries. The proposed program fits very well with TNC's Conservation by Design approach which has as its heart community-based conservation. In Idaho, TNC is addressing loss of habitat as a result of human development, invasive species, altered fire regimes, altered hydrology, overgrazing, and the biggest challenge - global climate change. TNC is working across Idaho -- e.g., Henry's Lake, the Owyhees, Silver Creek, Hells Canyon, the upper Salmon River valleys, the Kootenai River valley -- to conserve large functional landscapes. Over the past decade, TNC has completed eco-regional conservation assessments (ERA) across Idaho and beyond. We use a Conservation Action Planning process (CAP) to translate the ERA's to more local conservation. We'll be initiating three Conservation Action Planning (CAP) efforts this spring -- Silver Creek, north Idaho, and the upper Salmon River valleys. Lemhi County has asked us to collaborate with them in developing planning efforts in their area using TNC's CAP approach and tools.

We regularly are asked to get involved in issues of sprawl, energy development, and community planning but our expertise is limited to biodiversity conservation. What a relief it would be to team with professional community planners and the university in addressing such issues as sustainable development, sprawl, energy development, etc, and what a rewarding experience for our staff to help train and work with future community planners, decision makers, and natural resource professionals. That's basic to retaining any real hope for the future of Idaho's natural

landscapes and human quality of life. When the program is realized we'd be pleased to participate in a variety of ways – for example, guest lectures to classes, participation on graduate advisory committees, possibly internships with TNC, and participation in bioregional planning.

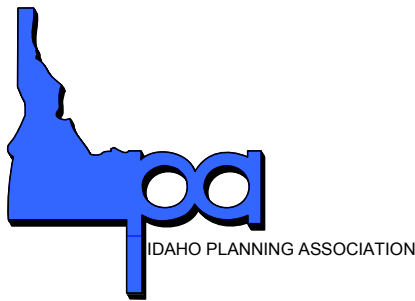
We sincerely hope the university supports the proposal and look forward to working with you in its evolutions.

Best regards,

A handwritten signature in dark ink, appearing to read "Steve Groves". The signature is fluid and cursive, with a long, sweeping underline.

Signing for Jeff Yeo

Jeff Yeo
Director of Conservation Science
The Nature Conservancy
116 First Avenue North
Hailey, Idaho 83333
(208) 788-8988 ext. 22
jyeo@tnc.org



February 28, 2006

Dr. Margrit von Braun, Chair
University of Idaho Strategic Reinvestment Blue Ribbon Committee
Morrill Hall 104
University of Idaho
Moscow, ID 83844-3017

Dear Dr. von Braun and Blue Ribbon Committee Members:

The purpose of this letter is to express the Idaho Planning Association's support for the Building Sustainable Communities initiative proposal. This work and assistance is in great demand in Idaho today as many communities struggle with community planning. It also represents a new and refreshing way that the University's expertise can be harnessed and channeled to improve the lives and learning opportunities for Idahoans. Dozens of communities will benefit from the intensive on-the-ground research, problem-solving and educational activities. The comprehensive approach, evidenced by the number of colleges, units and departments committed to the project, will provide high quality community-based projects and graduate education.

As a section of the Western Central Chapter of the American Planning Association, IPA supports the formal Ethical Principles in Planning, which include the following principle and excerpted statements related to planning education:

“APA members who are practicing planners continuously pursue improvement in their planning competence as well as in the development of peers and aspiring planners. They recognize that enhancement of planning as a profession leads to greater public respect for the planning process and thus serves the public interest.

APA Members who are practicing planners:

1. Participate in continuing professional education;
2. Share the results of experience and research which contribute to the body of planning knowledge;
3. Contribute time and information to the development of students, interns, beginning practitioners and other colleagues;
4. Strive to increase the opportunities for women and members of recognized minorities to become professional planners.”

Dr. Margrit von Braun
February 28, 2006
Page Two

To embody our professional principles, we will support the program in the following ways, and in any additional endeavors identified by the University:

- 1) IPA can provide technical advice as the M.S. degree program is being designed.
- 2) Our network of almost 200 Idaho planners can participate in internships and possible Learning Practice Collaboratives (LPCs) where teams of students and faculty assist a community with a planning challenge.
- 3) IPA can provide access to technical experts who would be willing to present seminars and workshops as part of the Center for Effective Planning and Governance.
- 4) IPA can help disseminate information on the program throughout the state.

We encourage your selection of this proposal.

Sincerely yours,



Patricia A. Nilsson, AICP
President

PAN:pan

cc: Dr. Steve Hollenhorst



Dale Dixon
Executive Director

821 West State Street • Boise, Idaho 83653 • (208) 334-3131 • Fax (208) 334-2505 • <http://www.irp.idaho.gov>

March 1, 2006

Strategic Investment in Academic Areas, Blue Ribbon Committee
University of Idaho
104 Administration Bldg
P.O. Box 443152
Moscow, ID 83844-3152

Dear Blue Ribbon Committee Members:

The purpose of this letter is to express support from the Idaho Rural Partnership and Idaho Community Review Steering Committee for the "Building Sustainable Communities" strategic reinvestment initiative proposal. The program described in the proposal is an innovative and comprehensive response to current community planning needs in the state of Idaho. It also represents a new and promising way of coordinating University resources to improve the lives and learning opportunities for Idahoans. This program, if funded, will fully engage Idaho's land grant institution through intensive on-the-ground research, problem-solving and educational activities. The sheer number of colleges, units and departments committed to the project suggests high quality community-based projects and graduate education will result, but the most impressive aspect of the proposal for us is the comprehensive approach to planning issues represented by the three program components.

The planning degree will be unique in Idaho and is timely given Idaho's increasing planning challenges in rapidly urbanizing areas of the state. Through both the Learning and Practice and the Effective Governance Collaboratives, the hands-on nature of the degree program will offer additional benefits. Specifically, they will build the capacity of communities and elected leaders to meet the challenges of growth (and decline) head on. Taken together, the program components meet complementary needs in the area of community and regional planning and design. Moreover, the close ties between the program's students and Idaho's communities, mean increased opportunities for bioregional planning graduates to secure employment in Idaho.

Idaho Rural Partnership will support the Building Sustainable Communities Initiative in any way feasible, including our membership serving on the early program design committee, assisting with statewide communication and

The Idaho Rural Partnership (IRP) joins diverse public and private resources in innovative collaborations to strengthen communities and improve life in rural Idaho.

networking needs, and aligning our resources as appropriate to create synergy in meeting the needs of Idaho's communities.

We also look forward to a partnership between the Initiative and the Idaho Community Review program. As a statewide team, the Community Review Steering Committee plans, coordinates and implements the community review process. This involves bringing a team of fifteen experts from a wide range of Idaho's community, economic and human service providers to communities for an intensive two-day assessment. The assessment culminates in a written report to the community, but the volunteer nature of the program means it lacks the consistent ability to provide follow-up assistance to communities that want to implement projects identified by the assessment team. Not only can faculty associated with the initiative participate in community reviews, the engagement features of the initiative, the Learning and Practice Collaborative and the Collaborative for Effective Planning and Governance, will allow initiative participants to focus community-based project efforts on communities that have undergone the review process.

Idaho is in need of the "Building Sustainable Communities" program envisioned in this proposal. Its strength comes from partnerships between the University, the state's residents and other institutions that are working to ensure a sustainable future for all communities. We have every confidence that this University of Idaho Initiative will deliver an effective and sorely needed set of programs to our great state, and we look forward to becoming partners in that effort.

Sincerely,



Dale Dixon



University of Idaho

Career and Professional Planning

P.O. Box 442534

Moscow, Idaho 83844-2534

Phone: 208-885-6121

Fax: 208-885-2816

email: capp@uidaho.edu

2/28/2006

Dr. Margrit von Braun, Chair
University of Idaho Strategic Reinvestment Blue Ribbon Committee
Morrill Hall 104
University of Idaho
Moscow, ID 83844-3017

Re: Building Sustainable Communities Strategic Initiative

Dear Dr. von Braun and Blue Ribbon Committee Members:

I offer this letter of support for the "Building Sustainable Communities: A New University and Community Partnership" strategic initiative on behalf of the Career and Professional Planning office of Academic Service Learning.

We view this as an especially exciting initiative given the numerous areas where our office can strategically add to and provide direct support for programs outlined in the initiative. Of particular note in the initiative are activities outlined in the **Learning and Practice Collaborative** portion of the initiative. Our office is ready to commit staff expertise and time to assist with LPC planning, advisory board participation, community outreach efforts (including integrating the LPC efforts with other community outreach efforts undertaken by CAPP's office of Service Learning), providing faculty training in service learning pedagogy, and providing staff support to faculty and students for service learning efforts embedded in academic courses.

We envision extremely close collaboration and synergy between staff in our office and the Learning and Practice Collaborative Coordinator. I believe that our combined efforts can substantially enhance the presence and overall quality of service learning at the University of Idaho as we seek to empower faculty and provide opportunities to students for engagement with community partners..

Thank you for the opportunity to participate in your efforts and feel free to contact me if you have any additional questions about our potential collaborative efforts.

With best wishes,

Dr. Larry Young
Manager for Academic Collaboration
Career and Professional Planning



University of Idaho

National Institute for Advanced
Transportation Technology
P.O. Box 440901
Moscow, Idaho 83844-0901

Phone: 208-885-0576

Fax: 208-885-2877

Email: niatt@uidaho.edu

<http://www.webs1.uidaho.edu/niatt>

NIATT

Director

Michael Kyte

**Center for Traffic
Operations
and Control**

Ahmed Abdel-Rahim

Michael Dixon

Brian Johnson

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Paul Oman

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**Center for
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Infrastructure**

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Roy Dozzani

James Kingery

Stanley Miller

James Nelson

Richard Nelson

Ed Schneepaper

**Technology
Transfer
Center**

Deag Moore, Director

Bruce Drewes

1 March 2006

Dr. Margrit von Braun, Chair

University of Idaho Strategic Reinvestment Blue Ribbon Committee

Morrill Hall 104

University of Idaho

Moscow, ID 83844-3017

Dear Dr. von Braun and Blue Ribbon Committee Members:

The purpose of this letter is to express my support for the Building Sustainable Communities strategic initiative proposal.

The university's National Institute for Advanced Transportation Technology has long focused on issues that relate to sustainability, including environmental and energy issues. During 2005, NIATT took the lead in planning for and hosting a conference on sustainable transportation on the University of Idaho campus. This conference attracted over 200 participants from the campus and the community, and helped, in at least some small way, to shape the vision for at least two proposals now being considered by the Blue Ribbon Committee.

One of the direct outcomes of this conference is the seminar on sustainable transportation that I am leading this semester. The seminar includes university faculty and students, as well as Moscow Mayor Nancy Chaney, city councilman Aaron Arment, and two other staff from local agencies. Our work is focused on the ring road project, a transportation concept that will have great impact on the future development with the city and surrounding county areas. This seminar is a first step in establishing the kinds of community-university endeavors that will help both groups. We intend to continue our seminar series during the fall semester.

NIATT will continue to support activities that relate our transportation research program to sustainable communities. In this regard, I will commit \$5,000 per year for the next five years to support undergraduate interns working with local communities on sustainable transportation issues.

Best regards,

Michael Kyte, Director

MK/jLL

To enrich education through diversity the University of Idaho is an equal opportunity/affirmative action employer.



IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
id.idaho.gov

February 28, 2006

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Board Secretary

Dr. Margrit von Braun, Chair
University of Idaho Strategic Reinvestment Blue Ribbon Committee
Morrill Hall 104
University of Idaho
Moscow, ID 83844-3017

Dear Dr. von Braun and Blue Ribbon Committee Members:

I am writing to express my support for the Building Sustainable Communities strategic initiative proposal. I have discussed this proposal with Dr. Michael Kyte, one of the principal investigators for this project. This project, if approved, would fund an exciting new bio-regional planning program as well as an extensive outreach program in which students and faculty would engage local and state agencies to work on critical planning problems throughout the state of Idaho.

During my three years as director, the Idaho Transportation Department has embarked on renewed efforts in planning and construction programs throughout the state. This focus is highlighted by Governor Kempthorne, through his "Connecting Idaho Initiative," and is based on a long term visioning process that the Transportation Board and our planning staff recently completed. In order for these initiatives to be successful, we need better trained planners and engineers at all levels of government who can actively address a variety of critical issues that are a part of all transportation planning and construction projects. Both the "Learning and Practice Collaborative" and the "Collaborative for Effective Planning and Governance," key parts of the Building Sustainable Communities Initiative, will provide the means to engage university faculty and students with community leaders in a way that will benefit both groups.

I am very excited about this proposal and the opportunities that it will generate. We will work closely with the University of Idaho to identify projects that will be of mutual benefit to both of us, and to find opportunities for internships for university students to work on planning projects that are important to transportation. I know that there are other opportunities that we can identify for cooperation and collaboration through future discussions between our two organizations.

Sincerely,


DAVID S. EKERN, P.E.
Director

cc: Dr. Michael Kyte



**Latah County
BOARD OF COUNTY COMMISSIONERS**

P.O. Box 8068 • 522 South Adams • Moscow, Idaho 83843
(208) 883-7208 • fax (208) 883-2280 • e-mail bocc@latah.id.us
John A. "Jack" Nelson • Tom S. Stroschein • Paul J. Kimmell

March 1, 2006

President Tim White
Blue Ribbon Committee Members
Building Sustainable Communities Initiative
University of Idaho
Moscow, ID 83844

Re: Building Sustainable Communities Initiative

Dear President White and Committee Members:

Thank you for the opportunity to comment on the Building Sustainable Communities Initiative presently being considered by your committee.

As the Co-Chair of the Idaho Association of Counties/Association of Idaho Cities Relations Taskforce, I am excited to see this proposal from the University of Idaho. The Collaboration for Effective Planning and Governance (CEPG) would be an important resource for local units of governments throughout Idaho to gain valuable leadership skills and governance training necessary to fulfill their legal and statutory obligations.

In an ever-increasing climate of legislative change, community growth, and legal mandates, such a program as the CEPG would enable local elected officials, appointed commission members and thousands of volunteers serving in their communities, with readily accessible training and development. Supported by University of Idaho, this important initiative would enhance and strengthen the critical link between Idaho's universities and our communities.

Again, I look forward to your serious consideration of the Building Sustainable Communities as we continue to seek ways to build the bridge between education and community. Together, we will build a stronger and better Idaho for all of our citizens. Thank you.

Sincerely,

Paul J. Kimmell, Co-Chair
Idaho Cities/Counties Taskforce
Latah County Commissioner

Attachment B

UI Blue Ribbon Committee Summary Comments

April 2006

Project: Building Sustainable Communities: A New University and Community Partnership

Summary: Overall, the Committee felt that the proposed project would address a significant need for Idaho and the region (lack of integrated planning programs) by building on existing strengths within the University of Idaho. The project engages many parties both within the UI and externally as well; it also incorporates Extension, which is a strong point. The “dismount” is not very strong; there were questions regarding whether new faculty would really be new lines or re-assigned positions, and projected revenues from course fees, small communities, and other potential sources seemed unrealistically high. For example, the Committee felt it was impractical to expect communities that are so strapped for funds that they are cutting school days to contribute several thousand dollars to the process. The proposed project will require a great deal coordination, but the PIs seem to be well along in their thinking about how the project will work, and the Committee felt that the dedicated team could accomplish the work.

1. Advances the President’s Plan for Renewal, especially excellence in the strategic academic themes; The proposal addresses most of the 5 themes in some manner; it seems geared in particular towards “Understanding Sustainable Design and Lifestyle” and “Stewarding the Environment”. The team proposes partnerships within and beyond the UI. Because they expect significant input from stakeholders, they will need to be particularly sensitive about the potential for projects to become politicized and should take measures to avoid that. The degree program seems well thought out, and will produce tangible results (namely students with degrees, certificate, etc). There were concerns that “developing partnerships” might amount to just more talk; PIs should ensure that the integrated activities actually relate to and accomplish community planning. The faculty involved have appropriate expertise for developing such a program – it could be a magnet program for attracting the best undergrads and grads.

2. Enhances collaborative, integrative, and/or multi-interdisciplinary activities; The project proposes broad engagement on and off campus. Although seven colleges are listed as involved, the bulk is in LARCH and CSS. As in the pre-proposal, the involvement of traditional sciences and engineering is weak. The plan for a graduate program and curriculum development is positive, though there will be less application for undergraduates. There is significant potential to include Law in the program, because planning amounts to little if it is not incorporated into zoning and other laws/administrative schemes. The fact that this proposal will provide outreach to city and county governments indicates a serious dedication to bridging academia to public policy and planning practices, and the opportunity for professional development of people in these areas. BSU, ISU, and Idaho National Lab might be potential future partners.

3. Addresses the land grant mission of teaching and learning, discovery and creative activity, and outreach and engagement; The proposed project fits well. Teaching and learning are strong, as is outreach to local and regional communities. There is potential to transform/expand some of the traditional role of Extension. The teaching and outreach components of this project seems to be the drivers for the proposed topic. There is considerable emphasis on planning, but lack of emphasis on assessment. Although the proposal mentions the use of “research-based planning” they don’t present evidence of actual research; rather the program seems more geared towards applied activities, not discovery.

4. Enhances and promotes diversity, including developing international dimensions and perspectives This criterion could have been more strongly addressed in the proposal; there is probably more potential than the authors described. Diversity will be provided in part through outreach to traditionally

disadvantaged communities. There is potential to integrate the minority cultures of the state into the analysis, and to look to non-American models for planning.

5. Contributes to Idaho's environmental, economic, social, and cultural well-being; The focus on Idaho communities' needs is excellent. The project will help to create a planning balance to Idaho's competing environmental, economic, social and cultural well-being needs. There is the potential for excellent outcomes. However, a lot turns on whether all of this will have a real effect on how the state grows, which is affected by politicians' ideas and views on development. The Legislature/State Board or other appropriate governing body should have recognized the need for planning programs and provided the Universities with new revenue to develop them. In the absence of such foresight, the current mechanism will do, since planning programs are sorely needed. There is concern about politicization of the program, especially given the proposal's emphasis on responding to stakeholders. Training people and providing degrees does not necessarily result in a tangible outcome with respect to better or improved planning. One would hope that this will be true, but how can this be determined or assessed? Therefore, assessment could be more strongly incorporated into the project.

6. Leverages existing resources demonstrating a high degree of commitment from units, e.g. new funds or redirection of current resources; There is a good business plan/model and commitments from college deans (suggests possible realignment of resources). Commitment from units is in the form of people's time, and verbal/written support of the initiative. The involvement of so many colleges seems to indicate that for a little from each College, the University will get quite a lot. A lot of the budget comes from diversion of existing resources that go into teaching. The Committee wondered what things we are doing now will no longer be done once the project gets underway.

Attachment C

Compilation of External Reviewer Proposal Ratings

Project: Building Sustainable Communities: A New University and Community Partnership

Rating scale: Strong (could be a strong rationale as to why a criterion was not met)

Moderate

Weak/no information

REVIEWER 1

1. Advances the President's Plan for Renewal, especially excellence in the strategic academic themes;

Rating: Strong

Analysis: I concur with the Pre-proposal Ratings and the obvious strengths in environmental stewardship, advancement and integration of the liberal arts and science, and understanding sustainable design and lifestyle. I am very optimistic that the educational initiative, by virtue of its holistic approach, will actually stimulate new, creative ideas and scientifically grounded solutions and applied, problem-solving knowledge serving Idaho communities. Thus, this approach has excellent potential to stimulate innovative thinking as the essential catalyst for change, opening the way for entrepreneurially-motivated products, services and technologies to address challenging, complex problems affecting the future quality of life of Idaho's citizens.

2. Enhances collaborative, integrative, and/or multi-interdisciplinary activities;

Rating Strong

Analysis: There appears to be a broad mix of disciplines represented by the faculty departments and affiliations with university institutes, programs and cooperative extension. An important question for analysis by the select Committee concerns the area(s) of specialization and faculty expertise in bioregional planning, water resources management (critical), and ecological sciences within the broad disciplines (Geography, Landscape Architecture/Architecture, Social Sciences) represented by a high percentage of the lead faculty. On balance, the multidisciplinary make-up of faculty and staff looks broad-based; in this field of community-based environmental planning, I would give less weight to technological/engineering capabilities and emphasize competencies in socio-political human dimensions and an orientation to adaptive management concepts.

3. Addresses the land grant mission of teaching and learning, discovery and creative activity, and outreach and engagement;

Rating Strong

Analysis: Certainly one of the proposal's strongest elements as it is directly responsive to the land grant mission in multiple ways. The Learning and Practice Collaborative (LPC) is the core of both the academic curriculum and the outreach service component of the land grant university. Using Local Extension Advisory Boards to identify LPC-host communities is a good starting point, but I would not restrict the nomination and selection process to a single entity involved with local communities. Open the nomination process to a wide variety of environmental and community NGO's, and county and municipal planning offices where they exist, and make the process as inclusive as possible.

4. Enhances and promotes diversity, including developing international dimensions and perspectives

Rating Moderate

Analysis: The engagement of diverse constituencies in the LPC may promote diversity, however the proposal does not specifically address how that will be accomplished in an active way. Exactly how will those underserved constituencies be brought to the table in the first place? There needs to be a well-thought strategy to make it happen. Appropriately, the proposal concentrates on achieving state and regional success in the first five years, before striving for global applications of the lessons learned in Idaho-based projects. In my view, it is important to publish in international journals and professional planning publications and present at international meetings to communicate with those external audiences, especially in Canada, New Zealand, European Union countries, and other nations where there are precedents and institutions in place to apply the experiences, insights, and tools gained by the Idaho initiative.

5. Contributes to Idaho's environmental, economic, social, and cultural well-being;

Rating Strong

Analysis: This is the proposal's strongest aspect as it directly responds to contemporary societal issues with profound, far-reaching implications for the future quality of life of Idaho communities.

6. Leverages existing resources demonstrating a high degree of commitment from units, e.g. new funds or redirection of current resources;

Rating Moderate

Analysis: Apparently the units have each committed a faculty/staff appointment from current personnel; however the formula for percentage of teaching time is not specified, nor is it clear if the redirection of teaching resources is firm for the full initial term of the project. It is vitally important that an arrangement be put in place at the outset to assure equity and parity among participating units in the work load.

7. Generates new resources that will allow for continuation and possible growth of the proposed activity;

Rating Moderate

Analysis: I have reservations about the expectation that a self-supporting program of workshops and short courses for public officials and community leaders can be achieved that can meet delivery costs, much less generate surplus income to grow the program. On the other hand, the undergraduate certificate makes sense both academically and financially by directing tuition dollars to maintain faculty lines and grad teaching assistantships supporting students in the Masters degree program.

8. Engages the commitment and passion of people and units.

Rating Strong

Analysis: The community-based service work and outcomes benefiting Idaho communities has intrinsic rewards going beyond the professional fulfillment to participating faculty involved in launching and building a new academic degree program. In this regard, I sharply disagree with the UI Pre-proposal

Ratings that this "...is just another degree program" and certainly feel the innovative concept will serve to energize the university people (and external partners) who understand and appreciate the strong motivation derived from experiential learning for both instructors, and most importantly, graduates who will receive more than a sheepskin.

Is the budget appropriate for the proposed scope of work? Probably not. Funding of 95 graduate students projected over six years is my major concern.

Will assistantship tuition/stipends from units to participating faculty travel outside the department to this new initiative to support student recruitment? To be competitive for the best students, the expectation is for four semesters and one summer of support at half time level. If the cost per MS student to degree is \$50,000 now, with inflation student funding costs alone six years out will surpass \$6 million.

Does this proposal promise to advance excellence in the strategic academic themes, deliver positive and lasting impacts across the breadth of the University, and build capacity and produce excellence in outcomes? Yes, to all points.

Should this proposal be promoted for other funding sources from public and private sources, with help from the Research Office and the Office of Advancement? Yes. Both public and private sources have an interest in sustainable "smart growth". Some states, Pennsylvania and Maryland come to mind, have established major grant programs to support smart growth regional planning initiatives. If sufficient political support can be garnered in these days of tight budgets, might the Governor/Legislature be approached to fund a special appropriation to match or help underwrite the University's commitment?

Other Comments:

I think it was wise to make this a full degree program administered by the Graduate School, rather than an Option or Minor tagged on other degrees offered by various units and disciplines. Assuming the program goes forward, selection of the first one or two LPC communities is critical. I think it vital that the first LPC chosen have achievable and reasonable deliverables, an established network of local partners and commitment to assure a high probability of success.

REVIEWER 2

Overall rating: **Strong. This is a superb proposal that will lead to an exceptional academic initiative and multiple long-term benefits for Idaho and the nation.**

1. Advances the President's Plan for Renewal, especially excellence in the strategic academic themes;

Rating: Strong

Analysis: There is no doubt this initiative covers all five of the President's Plan, and does so without "faking it". I believe that this program, if it were implemented as per its planned schedule, would allow the University of Idaho to "leapfrog" other institutions in terms of bioregional planning, sustainable community design, participatory integration within the university, and campus-community integration.

2. Enhances collaborative, integrative, and/or multi-interdisciplinary activities;

Rating: Strong

Analysis: Virtually all potential players and participants seem to have been enfranchised in the process of generating this proposed initiative. I especially appreciate that most potential “turf wars” seemed to have been design out of this initiative.

3. Addresses the land grant mission of teaching and learning, discovery and creative activity, and outreach and engagement;

Rating: Strong

Analysis: This proposal could teach a thing or two to other land grant universities about how best to reciprocally serve and benefit from an engaged public. Many universities manage to only give lip service to outreach and public reciprocity. This proposal would set a model.

4. Enhances and promotes diversity, including developing international dimensions and perspectives

Rating: Strong

Analysis: Given the rapid growth and rapidly diversifying Idaho population, I believe this proposal would more than adequately promote diversity. Since it would be only the second American university (after Utah State University) to establish a “bioregional planning” program, the stage is set for a considerable head start by UI to lead the world in this evolving field.

5. Contributes to Idaho’s environmental, economic, social, and cultural well-being;

Rating: Strong

Analysis: This criterion, in a nutshell, is what this initiative does best. Enough said.

6. Leverages existing resources demonstrating a high degree of commitment from units, e.g. new funds or redirection of current resources;

Rating: Strong

Analysis: Given my evaluation on #7 below, this proposal does an admirable job of leveraging and coalescing existing resources to achieve probable success. Left out of the proposal (perhaps out of modesty) is the inevitability of existing faculty members who will be attracted sufficiently by the scope, scale, and future orientation of this proposal such that they make the initiative’s goals coincident with those of their own teaching, research and scholarship programs. When this happens (I believe it will) true academic economies will be realized for the good of all.

7. Generates new resources that will allow for continuation and possible growth of the proposed activity;

Rating: Moderate

Analysis: In a perfect world, UI would fund the overall program and unit directors out of new funds. At minimum, if the tripartite nature of the initiative is to be successful, LPC and CEPG will probably need separate administrators, even though their respective missions are somewhat intertwined. One would hope that such an initiative would generate additional sources of revenue.

8. Engages the commitment and passion of people and units.

Rating: Strong

Analysis: To me as a reviewer, this is obviously the case. Rarely have I seen this kind of cross-college, cross-disciplinary participation in academe.

Is the budget appropriate for the proposed scope of work? Yes - See comments, #6 & #7.

Does this proposal promise to advance excellence in the strategic academic themes, deliver positive and lasting impacts across the breadth of the University, and build capacity and produce excellence in outcomes? Absolutely Yes. An interesting thing is happening in academia: the “local” is becoming a valid subject for research, scholarship, creative interpretation, and education. Interestingly, I am certain that if UI pulls this off, it will significantly contribute to the *global, international* dialogue by setting an example. In the future, as the post-oil peak realities take hold, the physical environment will actually re-localize (physical systems, goods, resources, infrastructure, etc.), while the informational world will continue to globalize. Hence, the big, upcoming intellectual question all universities face is: “*What should be local, and what should be global?*” This initiative sets UI up to provide early clues to this overarching intellectual challenge.

Should this pre-proposal be promoted for other funding sources from public and private sources, with help from the Research Office and the Office of Advancement? Yes. There are numerous philanthropic organizations that would support this.

REVIEWER 3

1. Advances the President’s Plan for Renewal, especially excellence in the strategic academic themes;

Rating: Strong

Analysis: The three inter related goals address all five academic themes plus the land grant mission. The academic themes 1, 2, 4, and 5 are particularly well represented.

2. Enhances collaborative, integrative, and/or multi-interdisciplinary activities;

Rating: Strong

Analysis: Ten departments, six colleges, and extension provide a broad and substantive base from which to operate.

3. Addresses the land grant mission of teaching and learning, discovery and creative activity, and outreach and engagement;

Rating: Strong

Analysis: The Learning and Practice Collaborative Studio will serve as the focus for the entire initiative. The curriculum committee should consider offering the studio in the first year. It is from this area that new learning initiatives, research proposals and outreach activities will germinate. This is also the area where graduate theses will take form.

4. Enhances and promotes diversity, including developing international dimensions and perspectives

Rating: Moderate

Analysis: Success here will depend on the rewards (\$ + tenure/promotion) provided to the faculty which in turn impacts their motivation.

5. Contributes to Idaho's environmental, economic, social, and cultural well-being;

Rating: Moderate to strong

Analysis: Here again success will depend on rewards for faculty and graduates of the program. The professional market for graduates will have to be cultivated very carefully by the academic units and extension.

6. Leverages existing resources demonstrating a high degree of commitment from units, e.g. new funds or redirection of current resources;

Rating: Weak to moderate

Analysis: The administrative costs (department head plus coordinator plus administrative assistant) start 2007 at \$240,000 new money is high compared to the University's commitment of \$300,000. It is also difficult to ascertain whether the colleges will be able to maintain faculty commitments over the five year period. University budgets are notoriously unpredictable. It is not unusual for a unit to withdraw in kind obligations due to various financial exigencies which may surface in the future.

7. Generates new resources that will allow for continuation and possible growth of the proposed activity;

Rating: Weak/no information

Analysis: A large private endowment would help to maintain and provide stability to the academic programs and community collaborative. The search for such a foundation should be the top priority with respect to a continuation of the program. It should also be noted that most foundations do not respond well to long-term salary commitments.

8. Engages the commitment and passion of people and units.

Rating: Moderate to strong

Analysis: It will depend on the first three years of rewards for faculty and successes in the public arena. The development of research proposals emanating from this period will also provide a clearer picture of how well the program is taking root in each of the three areas (academic, research, outreach).

Is the budget appropriate for the proposed scope of work? **Yes**

Does this proposal promise to advance excellence in the strategic academic themes, deliver positive and lasting impacts across the breadth of the University, and build capacity and produce excellence in outcomes? **Maybe** – Here again it will depend on rewards and support given faculty. The kinds of activities which are suggested in the proposal do not follow typical science/publication formats.

Consequently, there will be the need to quietly educate colleagues and associates to a new range of promotion and tenure activities.

Should this proposal be promoted for other funding sources from public and private sources, with help from the Research Office and the Office of Advancement? **No** – A majority of the funding should come from the President's Strategic Investment Program, even though the proposal moves into new applied (academic and research) territories, it will provide, if funded, desperately needed planning professionals to direct future land use and population growth in Idaho and the region.

Other Comments:

The following represents some general thoughts on the proposal not necessarily expressed in the above analysis. The program would be an extremely important addition not only to the academic, research, and outreach activities of the university but also to the people in the State of Idaho. It is recommended that the program be targeted primarily at the graduate level with particular emphasis on research/policy/outreach activities region wide. The degree title might also be modified to Masters of Science in Bioregional Planning. The use of the term "sustainable" currently lacks clear professional and public understanding and, as such, suffers in its current application in practice. It is recommended to use a program of specializations within the degree which may help provide some currency to participating departments, e.g. Conservation of Energy and Water Resources, Geography/GIS Applications, Economics and Rural Sociology, Sustainable Communities, Environmental Law and Policy. This provides a broader base for faculty to add or delete subject areas as the program develops.

It is important to emphasize in the curriculum a research/applied thesis in order to provide a research foundation for faculty associated with the degree program and its various emphases. This could be noted via the standard "A Thesis" or "B Project".

The initial time table and enrollment numbers appear very ambitious. It will take time for the program faculty to identify and agree upon the content and structure of the curriculum. A low, but manageable number of students in the first several years of the program, would help to establish a rigorous tutorial approach to the learning environment. A relatively small number (6-8) of well-qualified, highly-motivated graduates is preferred in contrast to a high number (15-25) of good but average-performing professionals. If there is a need in the future, the numbers can be expanded marginally while maintaining an emphasis on accepting highly-qualified applicants.

Lastly, it is also recommended to engage in fewer projects during the first three years in order to maximize both faculty and student energies focused on key issues within the state and region; e.g. air and water quality, conservation of critical lands, recreation and tourism, ecosystem services, etc. It will be important to the continuance of and support of the program to maintain very high visibility as a land use planning agent within the region.

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

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.

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 the manner prescribed.

- (2) Academic requests will be forwarded to the Chief Academic Officer. The Chief Academic Officer shall forward the request to the CAAP for its review and recommendation. 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) Professional-technical requests will be forwarded to the State Administrator of the Idaho Division of Professional-Technical Education for review and recommendation. The Administrator shall forward the request to the CAAP for its review and recommendation. If the CAAP and/or PTE administrator recommends approval, the proposal shall be forwarded, along with recommendations, to the Board for action. Requests that require new state appropriations will be included in the annual budget request of the Division and the State Board of Education.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

- (4) 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.

- (5) 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.

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008**

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

**IDAHO STATUTE
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 28
UNIVERSITY OF IDAHO**

33-2811. POWERS OF PRESIDENT AND FACULTY -- COURSES OF STUDY AND TEXTBOOKS -- DIPLOMAS -- DISCIPLINE OF STUDENTS. The president of the university shall be president of the faculty, or of the several faculties as they may be hereafter established, and the executive head of the instructional force in all its departments. As such, he shall have authority, subject to the board of regents, to give general direction to the instruction and scientific investigation of the university, and so long as the interests of the institution require it, he shall be charged with the duties of one of the professorships. The immediate government of the university shall be intrusted to the faculty, but the regents shall have the power to regulate courses of instruction, and prescribe the books or works to be used in the several courses, and also to confer such degrees and grant such diplomas as are usual in universities, or as they shall deem appropriate, and to confer upon the faculty, by by-laws, the power to suspend or expel students for misconduct or other cause prescribed by such by-laws.

Role and Mission
University of Idaho

1. Type of Institution

The University of Idaho is a high research activity, land-grant institution committed to undergraduate and graduate-research education with extension services responsive to Idaho and the region's business and community needs. The university is also responsible for regional medical and veterinary medical education programs in which the state of Idaho participates.

The University of Idaho will formulate its academic plan and generate programs with primary emphasis on agriculture, natural resources, and metallurgy, engineering, architecture, law, foreign languages, teacher preparation and international programs related to the foregoing. The University of Idaho will give continuing emphasis in the areas of business education liberal arts and physical, life, and social sciences, which also provide the core curriculum or general education portion of the curriculum.

2. Programs and Services*

Baccalaureate Education: Offers a wide range of baccalaureate degrees and professional programs.

Graduate-Research: Offers a wide range of masters, doctoral and professional programs and also coordinates and conducts extensive research programs that are consistent with state needs.

Extension Services, Continuing Education and Distance Learning: Supports extension offices throughout the state in cooperation with federal, state and county governments, provides life-long learning opportunities and uses a variety of delivery methods to meet the needs of select, yet diverse constituencies in the state and region.

Associate Education: None

Certificates/Diplomas: Offers academic certificates representing a body of knowledge, that do not lead to a degree.

Technical and Workforce Training: None

3. Constituencies Served

The institution serves students, business and industry, the professions and public sector groups throughout the state and nation as well as diverse and special constituencies. The university also has specific responsibilities in research and extension programs related to its land-grant functions. The University of Idaho works in collaboration with other state postsecondary institutions in serving these constituencies.

* Programs and Services are listed in order of emphasis.

Academic Year	College	Degree Level	Program	Location
2007-08				
UI	Agricultural & Life Sciences	M.Sc., Ph.D.	Biological & Agricultural Engineering	Post Falls
UI	Agriculture & Life Sciences	B.Sc.	Early Childhood Development & Education	Coeur d'Alene
UI	Agriculture & Life Sciences	B.Sc.	Medical Technology	Coeur d'Alene
UI	Education	Ph.D.	Education	Coeur d'Alene
UI	Engineering	M.Sc., Ph.D.	Computer Science	Coeur d'Alene
UI	Graduate Studies	M.S., Certificate	Bioregional Planning & Community Design	Moscow
UI	Graduate Studies	Ph.D.	Environmental Sciences	Post Falls
UI	Graduate Studies	M.S./J.D., Ph.D./J.D.	Water Resources	Moscow
UI	Graduate Studies	M.S., Ph.D.	Water Resources (3 options)	Moscow
UI	Letters, Arts & Social Sciences	M.M.	Conducting	Moscow
UI	Letters, Arts & Social Sciences	MFA	Dramatic Writing	Moscow
UI	Letters, Arts & Social Sciences	Ph.D.	Experimental Psychology	Moscow
UI	WWAMI Medical Education	n/a	1 st year Medical Education	Moscow
ISU	Health Professions	NP	Psychiatric/Mental Health NP	Statewide
LCSC	Academic	BA/BS	Applied Psychology	Coeur d'Alene
LCSC	Academic	BA/BS	Biochemistry, Cellular & Molecular Biology	Lewiston
LCSC	Academic	BA/BS	Biology w/secondary certification	Lewiston
LCSC	Academic	BA/BS	Chemistry w/secondary certification	Lewiston
LCSC	Academic	BA/BS	Environmental Science	Lewiston
LCSC	Academic	Minor	Human Resource Management	Lewiston
LCSC	Academic	Minor	Marketing	Lewiston
LCSC	Academic	BS	Medical Diagnostic Imaging	Lewiston
LCSC	Academic	BS	Medical Technology	Lewiston, Coeur d'Alene
LCSC	Academic	BA	Publishing Arts	Lewiston
LCSC	Academic	BS	Radiography	Coeur d'Alene
LCSC	Academic	BA/BS	Public Administration	Lewiston
LCSC	Academic	MAT	Secondary Education	Lewiston
LCSC	Academic	BA/BS	Special Education – DLT degree	Lewiston
LCSC	Academic	BA/BS	Sports & Rec Management	Lewiston
LCSC	Professional-Technical	AAS	Automobile Hybrid Technology	Lewiston
LCSC	Professional-Technical	AAS	Communication & Media	Lewiston
LCSC	Professional-Technical	AAS	Human Resource Management	Lewiston
NIC	Professional Technical	TC	Dental Assistant	Coeur d'Alene
NIC	Professional Technical	AAS	Dental Hygiene	Coeur d'Alene
NIC	Professional Technical	TC, ATC, AAS	Industrial Controls Technology	Coeur d'Alene

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

SUBJECT

Approval of Higher Education Research Council (HERC) FY09 Budget

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W. 3., Higher Education Research Council Policy
House Bill 610 Appropriations – College and Universities

BACKGROUND

The State Board of Education was appropriated \$1,440,000 for FY 2009 through the colleges and universities appropriation to be used for the mission and goals of the Higher Education Research Council (HERC).

DISCUSSION

The Board office provided HERC with a proposed allocation of funds for FY 2009 for review and recommendation. HERC has reviewed the budget and forwards their recommendation to disburse the FY 2009 allocation as outlined on page 3.

IMPACT

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

ATTACHMENTS

Attachment 1 – FY09 HERC Budget

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

HERC reviewed and recommended approval of the FY 2009 budget allocation at their April 1, 2008 meeting. Staff recommends approval of the budget allocations as presented.

BOARD ACTION

A motion to approve the FY 2009 HERC Budget Allocation as presented.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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FY 2009 Allocation of HERC Funds

Amount to be Awarded

\$1,440,000

Proposed

Allocation

Infrastructure Funds

BSU	\$125,000
ISU	\$125,000
UI	\$200,000
LCSC	\$50,000

Total Infrastructure

\$500,000

Matching Award Grants

NSF-EPSCoR (UI)	\$600,000
-----------------	-----------

Total Matching Grants

\$600,000

Research Centers

BSU-Musculoskeletal Research Institute	\$331,800
2nd Year of Award	

Total Research Center

\$331,800

Administrative Costs

FY08 Administrative Costs	\$8,200
---------------------------	---------

Total Administrative Costs

\$8,200

Total Budget / Allocation

\$1,440,000

\$1,440,000

NOTES

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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

W. Higher Education Research Council Policy

April 2002

3. Specific funding programs to strengthen research in Idaho.

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

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

a. Infrastructure.

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

b. Specific Research Funding

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

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

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

(3) Collaborative research projects are encouraged.

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

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

c. Research Centers.

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

d. State Matching Awards.

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

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

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

e. Post-Award Accountability

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

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

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

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

]]]] LEGISLATURE OF THE STATE OF IDAHO]]]]
Fifty-ninth Legislature Second Regular Session - 2008

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 610

BY APPROPRIATIONS COMMITTEE

1 AN ACT
2 APPROPRIATING MONEYS FOR GENERAL EDUCATION PROGRAMS AT BOISE STATE
UNIVERSITY,
3 IDAHO STATE UNIVERSITY, LEWIS-CLARK STATE COLLEGE, THE UNIVERSITY OF IDAHO
4 AND FOR THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2009;
5 ESTABLISHING AMOUNTS TO BE EXPENDED FOR SYSTEMWIDE PROGRAMS; DIRECTING
THE
6 STATE BOARD OF EDUCATION TO PROVIDE A SYSTEM OF REPORTING FACULTY AND
7 STAFF TURNOVER; AND REAPPROPRIATING CERTAIN UNEXPENDED AND
UNENCUMBERED
8 BALANCES.

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

10 SECTION 1. There is hereby appropriated to the State Board of Education
11 and the Board of Regents of the University of Idaho for Boise State Univer-
12 sity, Idaho State University, Lewis-Clark State College, the University of
13 Idaho, and the Office of the State Board of Education the following amount to
14 be expended for the designated programs from the listed funds for the period
15 July 1, 2008, through June 30, 2009:

16 FOR:	
17 General Education Programs	\$422,849,500
18 FROM:	
19 General Fund	\$285,151,500
20 Agricultural College Endowment Fund	794,000
21 Charitable Institutions Endowment Fund	753,600
22 Normal School Endowment Income Fund	2,534,100
23 Scientific School Endowment Income Fund	2,332,300
24 University Endowment Income Fund	2,181,000
25 Unrestricted Fund	105,406,700
26 Restricted Fund	23,550,300
27 Miscellaneous Revenue Fund	<u>146,000</u>
28 TOTAL	\$422,849,500

29 SECTION 2. SYSTEMWIDE PROGRAMS. Of the amount appropriated from the Gen-
30 eral Fund in Section 1 of this act, an amount not to exceed \$100,000 shall be
31 used by the Office of the State Board of Education for systemwide needs; an
32 amount not to exceed \$1,440,000 may be used for the mission and goals of the
33 Higher Education Research Council; an amount not to exceed \$1,560,000 in one-
34 time funds for competitive research grants to be awarded by the Higher Educa-
35 tion Research Council; an amount not to exceed \$1,485,000 may be awarded by
36 the State Board of Education for instructional projects specifically designed
37 to foster innovative learning approaches using technology, and to promote the

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

38 Idaho Electronic Campus; and an amount not to exceed \$90,000 may be used by
39 the Office of the State Board of Education for expenses directly related to
40 the formulation of a final recommendation for expanding undergraduate and
41 graduate medical education opportunities.

42 SECTION 3. PERSONNEL TURNOVER. The State Board of Education shall con-

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

6 SECTION 4. CARRYOVER AUTHORITY. There is hereby reappropriated to the
7 State Board of Education and the Board of Regents of the University of Idaho
8 for Boise State University, Idaho State University, the University of Idaho,
9 Lewis-Clark State College, and the Office of the State Board of Education, any
10 non-General Fund unexpended and unencumbered balances from fiscal year 2008,
11 to be used for nonrecurring expenditures for the period July 1, 2008, through
12 June 30, 2009.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

Statement of Purpose / Fiscal Impact

Statement of Purpose

RS17230

This is the fiscal year 2009 appropriation for the College & Universities in the amount of \$422,849,500.

Fiscal Note

	FTP	Gen	Ded	Fed	Total
FY 2008 Original Appropriation	3,825.60	264,227,700	134,784,100	0	399,011,800
Reappropriation	0.00	0	43,925,800	0	43,925,800
Other Appropriation Adjustments	0.00	0	0	0	0
FY 2008 Total Appropriation	3,825.60	264,227,700	178,709,900	0	442,937,600
Non-Cognizable Funds and Transfers	75.19	0	2,168,200	0	2,168,200
FY 2008 Estimated Expenditures	3,900.79	264,227,700	180,878,100	0	445,105,800
Removal of One-Time Expenditures	0.00	(4,931,100)	(45,917,900)	0	(50,849,000)
Base Adjustments	0.00	0	0	0	0
FY 2009 Base	3,900.79	259,296,600	134,960,200	0	394,256,800
Benefit Costs	0.00	6,194,000	0	0	6,194,000
Inflationary Adjustments	0.00	467,800	142,000	0	609,800
Replacement Items	0.00	3,293,700	1,706,300	0	5,000,000
Statewide Cost Allocation	0.00	1,788,200	0	0	1,788,200
Change in Employee Compensation	0.00	8,394,600	0	0	8,394,600
Nondiscretionary Adjustments	15.00	387,100	0	0	387,100
Endowment Adjustments	0.00	(743,500)	743,500	0	0
FY 2009 Program Maintenance	3,915.79	279,078,500	137,552,000	0	416,630,500
Line Items					
College and Universities					
1. Occupancy Costs	2.04	243,500	0	0	243,500
2. Maintenance & Infrastructure	0.00	600,000	0	0	600,000
3. Dual Enrollment Operating Support	0.00	0	0	0	0
4. Maintenance & Infrastructure	0.00	2,400,000	0	0	2,400,000
5. Center for Advanced Energy Studies	0.00	1,603,100	0	0	1,603,100
6. Nursing & Health Science Faculty & Equipment	8.55	1,226,400	0	0	1,226,400
7. Masters of Community & Regional Planning Pgm	0.00	0	0	0	0
8. Health Education Initiative	0.00	0	0	0	0
9. Graduate Assistants	0.00	0	0	0	0
10. American Indian Center	0.00	0	0	0	0
11. Faculty Positions	0.00	0	0	0	0
12. Gov's Initiative: Restoration Ecologist	0.00	0	146,000	0	146,000
Lump-Sum or Other Adjustments	0.00	0	0	0	0
FY 2009 Total	3,926.38	285,151,500	137,698,000	0	422,849,500
Chg from FY 2008 Orig Approp	100.78	20,923,800	2,913,900	0	23,837,700
% Chg from FY 2008 Orig Approp.	2.6%	7.9%	2.2%		6.0%

Line Item #1: ongoing General Funds for facility occupancy costs at BSU, ISU and U of I.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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Line Item #2: one-time General Funds for information technology maintenance at BSU.

Line Item #4: one-time General Funds for facilities maintenance and repairs at U of I.

Line Item #5: one-time General Funds for startup personnel costs at the Center for Advanced Energy Studies.

Line Item #6: \$620,600 ongoing and \$605,800 one-time in General Funds for nursing and health sciences faculty and equipment at LCSC.

Line Item #12: one-time dedicated funds for a Restoration Ecologist position at U of I.

Contact: Matt Freeman 334-4740
Legislative Services Office, Budget & Policy Analysis

Statement of Purpose/Fiscal Note

Bill No. **H610**

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

SUBJECT

Idaho Technology Incentive Grant Program FY 2009 Award

APPLICABLE STATUTE, RULE, OR POLICY

House Bill 610 Appropriations – College and Universities

BACKGROUND

The Idaho Technology Incentive Grant (ITIG) program was created in 1997, and has since funded 170 projects at a total of more than \$19.6 million. The Board was appropriated \$1.485 million from the Legislature for FY09 for purposes of awarding instructional projects specifically designed to foster innovative learning approaches using technology and to promote the Idaho Electronic Campus.

The funds are designed to promote the creation and use of innovative methods of instruction that:

- focus on integrating technology into the curriculum;
- enhance the rate and quality of student learning;
- enhance faculty productivity; and
- increase access to educational programs.

DISCUSSION

Funding is awarded by the Board via a Request for Proposals (RFP) and based on the overall merit of the proposals. Proposals are not automatically funded and the total number of projects awarded to each institution is determined by the Idaho Technology Incentive Grant Program Review Committee committee's evaluation. An allotted amount is recommended for each institution (30% each for BSU, ISU, UI, and 10% for LCSC) however, the institutions may not be funded at this level if their submitted proposals fail to meet all the criteria in the RFP and/or if the merit of the project fails to meet intended objectives. Additional or expanded projects may be funded if another institution's proposals fail to show merit or fail to meet the criteria of the RFP.

The proposals are evaluated by the Idaho Technology Incentive Grant Program Review Committee with membership from the following categories:

Two Board members: Milford Terrell, from the Business Affairs and Human Resources (BAHR) Committee and Superintendent Luna's representative, Mark Russell, Director of Technology Services; Kevin Iwersen, the representative from the State Information Technology Resource Management Council (ITRMC); the Board's Chief Postsecondary Academic Officer (currently vacant), and Mitzi Matts, Web Specialist.

The committee met on March 24, 2008 to review the proposals and to formulate a recommendation to the Board.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

IMPACT

Funding was recommended for 25 projects based on the merit of the applications.

ATTACHMENTS

Attachment 1 – FY09 Idaho Technology Incentive Brochure

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Evaluation Committee recommends funding the grant projects as follows:

Proposal No.	Institution	Project Title	Amount
T09-001	BSU	A 21st Century Biochemistry Lab: Making Sense of "ORFs" in the Post-Genomics Era	\$77,800
T09-003	BSU	Web 2.0: Engagement & Community	\$49,000
T09-004	BSU	Going Green: Environmental, Economic, Efficient Organic Chemistry Lab Curriculum	\$99,700
T09-005	BSU	Enhanced Technology to Meet the Challenges of Field-Based and Distance Learning	\$65,600
T09-007	BSU	Building Learning Communities through Computer-Supported Collaborative Learning	\$21,050
T09-008	ISU	Workshop for Dual-enrollment training of Computer Science & Engineering Adjunct Faculty High School Teachers	\$50,600
T09-009	ISU	Virtual Laboratory for Anatomy & Physiology	\$55,200
T09-010	ISU	The Integration of Digital Technology into Traditional and Online Dental Hygiene Undergraduate and Graduate Education and Continuing Education for Dental Professionals	\$67,000
T09-012	ISU	WILDEST: Work-shop-Integrated Learning for Dual Enrollment Statistics Teachers	\$93,400
T09-013	ISU	Redesigning History 118 (General Ed. Goal 9)	\$97,800
T09-015	ISU	Asynchronous Master's Degree Track in Speech Language pathology and Bachelor's Degree in Educational Interpreting	\$70,600
T09-016	ISU	Enhancement of Interdisciplinary Instructional Resources for the Physical Sciences and Engineering	\$71,800
T09-020	LCSC	Family Health Simulations in the Nursing Clinical Resource Center	\$48,400
T09-021	LCSC	Integrating innovative instrumentation and relevant computer skills into pre-professional and major science courses	\$48,000
T09-022	LCSC	Portable Media for Learning - Developing Pre-service Teacher Candidates' Skills to Teach with new Technologies	\$48,400
T09-023	LCSC	LCSC Computed Radiography Imaging System	\$70,500
T09-024	LCSC	Bone Strength Assessment Evaluation and Testing System	\$71,400
T09-025	LCSC	Microscopic Analysis and Documentation Systems	\$49,200
T09-027	UI	Hybrid Master of Music Education	\$66,200
T09-029	UI	Development of a Technology-based, Online Dual-Credit Program for Environmental Science 101 & 102	\$31,900
T09-032	UI	Innovative Approaches to Teaching Physicochemical Properties of Foods	\$23,200
T09-033	UI	Idaho Design Engineering Analysis Works (IDEAWorks): Studio with locally Authored Resources for Just-in-Time Project Learning	\$41,400
T09-034	UI	Active learning environments for mastery-oriented learning: Integrating the <i>virtual tutor</i> in science education	\$53,600
T09-035	UI	Integrating Natural Resources Technologies into High School Classrooms to Support Student Persistence and Access to Natural Resource Degree Programs	\$34,200
T09-036	UI	GoCognitive.net - An Online Center for Educational Tools in Cognitive Neuroscience	\$58,600

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
APRIL 17-18, 2008

BOARD ACTION

A motion to approve funding for projects totaling \$1, 485,000.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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FY 2009 IDAHO TECHNOLOGY INCENTIVE GRANT PROGRAM FUNDED PROJECTS

The purpose of the ITIG is: To focus on integrating technology into the curriculum; To enhance the rate and quality of student learning; To enhance faculty productivity; and To increase access to educational programs.

**Workshop for Dual-enrollment training of
Computer Science & Engineering Adjunct
Faculty High School Teachers —ISU**

Ken W. Bosworth—PI
Mary Hofle—CoPI
Steve Chui—CoPI
\$50,600

This proposal extends and builds upon the WILDEST ITIG program. The objective of the project is to locate, train, and build a community of high school teachers who will teach ISU's introductory programming courses, CS181, ENGR 165, and ENGR 166, as dual-enrollment courses, and to encourage students in secondary schools to pursue a career in engineering or computer science. The courses offered will be under the dual-enrollment umbrella are required courses for majors in the College of Engineering (CoE); i.e. Computer science, Electrical, Mechanical, Civil, Nuclear Engineering as well as several majors outside the CoE: Math, Physics, and Secondary Education with math Emphasis.

ISU's Instructional Technology Resource Center will train secondary teachers in the use of Moodle, a Learning Management System (LMS). Moodle will allow formation of an interactive on-line community consisting of participants located throughout southeastern Idaho. The dual-enrollment courses will ensure that university – level programming credits are made available to prepared secondary students, and will also count as valid high school mathematics coursework.

**Family Health Simulations in the Nursing
Clinical Resource Center—LCSC**

Krista L. Ellis—PI
\$48,400

In anticipation of a nation-wide nursing shortage, Lewis-Clark State College has been asked to double its nursing graduates to better meet the future healthcare needs of Idaho residents. This proposal will utilize patient simulation

equipment, such as Computer Interactive Noelle and Newborn HAL, for skill development and application and as a replacement for a portion of on-site clinical hours. Integration of this technology into the Bachelor of Science in Nursing (BSN) and Practical Nursing (PN) curricula allows for the more efficient use of clinical facilities, provides students exposure to healthcare simulations encountered infrequently during traditional clinical rotations, introduces students to technological advancements encountered in the work environment, and affords senior BSN students and faculty research opportunities.

**Integrating innovative instrumentation and
relevant computer skills into pre-professional
and major science courses—LCSC**

Rachel A. Jameton—PI
Paul Buckley, Jacob M. Hornby, Matthew Johnston,
Wendy Shuttleworth, Elizabeth Skendic—CoPIs
\$48,000

This proposal will expand the integration of innovative technology into laboratory experiences for Nursing, Education and other pre-professional students through the use of Tablet personal computers (Tablet PCs).

The Goals of this proposal are to:

- Provide DNA sequencer and other instrumentation software access to all pre-professional and pre-nursing laboratory courses.
- Integrate molecular visualization into the organic chemistry, biochemistry, genetics, botany, and cellular/molecular biology curriculum, reaching up to 250 students.
- Develop five new pre-nursing chemistry-computer based laboratories
- Increase by 20% the frequency of in-class active learning, an increase of 1 class period alternating weeks per participating faculty.

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Hybrid Master of Music Education—UI

Loraine D. Enloe—PI
Michelle Paynter-Paise—CoPI
\$86,200

This hybrid proposal, the first of its kind in Idaho and only the second in the Northwest, will broaden access to a new and innovative graduate music education curriculum and will, thereby, increase enrollment in the Master of Music (Music Education) program. Students will be able to take traditional music education coursework online in the Fall and Spring semesters by using existing Blackboard course delivery technology. “Hands-On” experiences, such as advanced conducting, technology in the music classroom, advanced instrumental methods, music history, theory seminars, studio instruction, and performing ensembles will take place during a two-week July summer session on campus.

A 21st Century Biochemistry Lab: Making Sense of “ORFs” in the Post-Genomics Era—BSU

Ken Cornell—PI
DeeAnne Force, Henry Charlier—CoPIs
\$77,800

The expanding use of biotechnology in industry, agriculture and public health testing underscores the need for students to gain training in current molecular techniques and instrumentation in order to be competitive in their careers. The expectation for BSU faculty to excel in both teaching and research arenas requires creative solutions that integrate the two activities to improve productivity in both.

The goals of this proposal are to:

- Improve student learning outcomes by focusing on the modern process of scientific discovery and providing valuable training in current biochemical and molecular techniques and instrumentation.
- Integrate the use of modern electrophoretic, chromatographic, and spectrometric equipment and analysis into a curriculum for Biochemistry labs that emphasizes scientific discovery as well as student research programs.

Development of a Technology-based, Online Dual-Credit Program for Environmental Science 101 & 102 —UI

Robert Mahler—PI
Maxine Dakins—CoPI
\$31,900

Students in rural high schools in Idaho have a limited number of science options available to them and need additional choices. In addition, place-bound college students in Idaho need courses that are available through alternative delivery methods. With the use of web-based and science instrument technologies, this proposal will offer the web-based ENvS 102 Field Activities in Environmental Science, as a technology-based course for high school, place-bound college and on-campus students.

Going Green: Environmental, Economic, Efficient Organic Chemistry Lab Curriculum - BSU

Owen McDougal—PI
Don Warner, Eric Brown, Mike McCormick,
Karen Hammond—CoPIs
\$99,700

The goal of this proposal is to provide state-of-the-art instrumentation in the Organic Chemistry laboratory that will allow for curriculum change aimed at reducing the expense of acquisition and disposal of harmful solvents, reduce exposure to those solvents, and enhance the quality of the learning environment at Idaho's largest teaching university.

Virtual Laboratory for Anatomy & Physiology- ISU

Carolyn J.W. Bunde—PI
Bernadette M. Howlett, Susan E. Galindo, —CoPIs
\$55,200

The goal of this interdisciplinary proposal is to convert laboratory sections of Anatomy and Physiology (A&P) to online delivery through development of virtual lab exercises. This will increase access to a core course taken by 600+ students each semester. A&P consists of a two-course sequence (Biol 301 & 302 – with lab). It is currently taught each academic year at ISU. A&P curriculum is foundational (and a requirement) to all pre-health professions at ISU. Annual enrollment in the traditional, classroom setting with “in person” labs is approximately 600 students. The primary limiting factor of

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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enrollment is availability of lab facilities and instructors. Increasing student access to a required core course will enhance student learning as well as making quality education available in rural areas.

**The Integration of Digital Technology into
Traditional and Online Dental Hygiene
Undergraduate and Graduate Education and
Continuing Education for Dental
Professionals - ISU**

Kristin H. Calley—PI
Kathleen O. Hodges—CoPI
\$67,000

This proposal is designed to continue to rebuild the curriculum that focuses on the digital imaging equipment awarded through previous ITIG funding and donations to employ the use of a new piece of technologically advanced equipment into dental hygiene education. This technologically advanced equipment will significantly enhance student learning experiences, provide opportunities for students to learn and implement this technology into clinical practice, enhance collaborative learning with the Dental Hygiene Graduate Program, Idaho Dental Education Program, Advanced Dental Residency Programs, and satellite clinic at the Idaho Falls campus therefore attracting more students into our undergraduate and graduate programs and retaining students once admitted into the programs.

**LCSC Computed Radiography (CR) Imaging
System-LCSC**

Nan Miguel —PI
\$70,500

Currently, LCSC does not own CR equipment, Radiographic Science students do not receive training on CR units in the classroom or laboratory environment. This proposal will allow LCSC to obtain one CR system so that students can obtain “hands-on” experience needed to provide medical diagnostic imaging care to clinical patients. In addition to learning to create x-ray and other images using CR, students will learn the required quality assurance components of the system and perform them routinely to insure proper operating parameters to provide medical diagnostic imaging care to clinical patients.

Students and faculty will offer presentations to educate members of the community about the benefits of CR and create a distance learning/hybrid course to deliver CR training.

**Innovative Approaches to Teaching
Physicochemical Properties of Foods - UI**

Caleb Nindo —PI
Kerry Huber, Sea C. Min—CoPIs
\$23,000

The overall objective of this proposal is to continue the implementation of a streamlined and modern computer-based approach for student learning of food sensory evaluation that complements instrumental objective measures of food quality. Incorporating a computer-based technology like sensory information management systems (SIMS) and electronic nose (zNose) in teaching food quality topics can promote interactive learning and simulate real-world industry sensory evaluation techniques. The proposal pedagogy will create synergy and increase faculty productivity, as well as support the various approaches that the Department of Food Science and Toxicology is currently doing to strengthen program enrollment.

Web 2.0: Engagement & Community—BSU

Ben Hambelton—PI
Rick Dorey, Russell Willerton—CoPIs
\$49,000

Continuation

This proposal seeks to promote the creation and use of innovative methods of instruction to enhance the rate and quality of student learning, primarily through creative use of new web applications that focus on the collaborative construction of knowledge, open access to education, and social networking or community building.

During year 2, faculty will be continuing their pilot use of podcasts, wikis, and blogs to gain reservoir of experience to draw upon to develop the best practices, strategies, and training recommendations for use of these tools. Faculty will also assess the impact on student engagement and their sense of community when engaged in using these Web 2.0 learning tools.

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**Portable Media for Learning – Developing
Pre-Service Teacher Candidates’ Skills to
Teach with new Technologies—LCSC**

Gary Mayton—PI
\$48,400

This proposal will link best practice for teaching to the design and development of new and innovative, technology-mediated, learning materials and seek to enhance teaching and learning by introducing new forms of media and technologies to future educators.

While its major purpose is to enable teacher education students to have direct access to the tools and learning experiences necessary to build specifically-targeted, new forms of media for learning, a second important purpose is to work with local K-12 classrooms.

The grant will be utilized:

- 1) to enhance curriculum and instruction in teacher education,
- 2) to advance the capabilities of teacher candidates to integrate current technologies strategically and effectively into teaching and learning practice,
- 3) to enable, faculty and teacher candidates to work together to design and develop new and innovative, technology-mediated learning materials,
- 4) to pilot these learning materials and implementation strategies with K-12 students ,
- 5) to foster enhanced partnerships between the LCSC teacher education program and regional K-12 schools, and
- 6) to expose more K-12 teachers to the potential of new technologies and media in the classroom.

**Idaho Design Engineering Analysis Works
(IDEAWorks): Studio with locally Authored
resources for Just-in-Time Project Learning –
UI**

Edwin Odom—PI
Steven Beyerlein, Jay McCormack,
Gabriel Potirniche—CoPIs
\$41,400

This proposal will complete the IDEAWorks laboratory through two complementary enhancements.

- (1) This project seeks to enrich the IDEAWorks studio with locally authored and locally sustainable multimedia instructional modules for solid modeling and engineering analysis in CATIA that are needed to produce innovative and complete engineering graduates.
- (2) The IDEAWorks laboratory will also be enhanced through hardware additions for distributing just-in-time material, facilitating interaction in the classroom and enabling collaboration with external experts.

**WILDEST: Work-shop –Integrated Learning
for Dual Enrollment Statistics Teachers - ISU**

Robert Fisher—PI
DeWayne Derryberry, Deb Sceulsener, Luther
Yost—CoPIs
\$93,400

Continuation

The first year of WILDEST laid the ground for achieving the primary objective with the initial six-week training of sixteen high school teachers from regions five and six. Additionally, the statistics course Math 253 was offered as a dual enrollment course for the first time in seven of eleven participating schools. Feed back from year one reveals that both the teachers and the WILDEST staff have developed a strong and productive professional relationship that bids well for the long term stability and success of the statistic course.

Year two of the WILDEST proposal objectives will be to develop a replicable model for ongoing training and support of dual enrollment teachers, integrate appropriate technology in a responsible manner to enhance student learning and achievement, as well as develop and maintain Moodle LMS as a multi-faceted resource (technical documents, Q&A/FAQs, pedagogical dialogue & discussion forum) for dual enrollment math teachers in Southeast Idaho.

**Asynchronous Master’s Degree Track in
Speech Language Pathology and Bachelor’s
Degree in Educational Interpreting - ISU**

John A. Siekel—PI
Emily Turner—CoPI
\$70,600

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This proposal is intended to develop an Online Master's Degree program in Speech-Language Pathology (SLP) to serve rural Idaho. In addition, it will redesign five courses within the Baccalaureate program in Educational Interpreting major. Both of these re-design efforts are aimed at relieving a significant deficit in trained professionals in Idaho, and could play a major role in moving Idaho into compliance with existing federal and state laws.

Enhanced Technology to Meet the Challenges of Field-Based and Distance Learning- BSU

Kathy Reavy—PI
\$65,600

The purpose of this proposal is to purchase and implement visual synchronous technology. Students and faculty will be able to concurrently engage in learning communities from multiple distant sites. A total of 15 experienced faculty members and 100 to 300 students will pilot the technology for the first academic year. Sustainability of this project will be realized through reallocation of department finds and existing student fees. An evaluative study will be conducted to assess effectiveness/satisfaction with new technology and student learning in comparison with other delivery methods.

Bone Strength Assessment Evaluation and Testing System - LCSC

Clay Robinson—PI
\$71,400

This proposal will incorporate innovative bone assessment technology into the Nursing and Kinesiology Department's curriculums which will provide undergraduate research opportunities, as well as educational opportunities for the campus community and people of the region between September and May.

Microscopic Analysis and Documentation Systems – LCSC

Elizabeth Skendzie—PI
\$49,200

Visual learning is a critical aspect in thorough understanding of fundamental scientific process and concepts. Without access to appropriate technology to facilities visual learning, many students struggle and fail to master skills required to achieve success in their classes. This proposal will provide students with nine

state of the art Microscopic Analysis and Documentation Systems. This will provide up to 650 LCSC students per year with the ability to study and digitally document detailed aspects of two and three-dimensional samples and will allow three online libraries for digital images of coursework materials to be created.

Active Learning Environments for Mastery-oriented Learning: Integrating the *Virtual Tutor* in Science Education-UI

Ronald Robberecht—PI
Alistair Smith, Eva Strand, David Schlater—CoPIs
\$53,600

The fundamental goal of this proposal is to provide learning materials that can detect the student's learning level and respond individually to each student on a context-sensitive basis. Such active and responsive learning environments can serve as a model for transforming the educational experience for future generations of students.

The primary objectives and outcomes for this proposal are to:

- Design an interactive nonsequential learning environment and course material
- Integrate these course materials into five courses
- Compare and assess the efficacy of nonsequential interactive learning materials to traditional liner materials for mastery oriented education.

Integrating Natural Resources Technologies into High School Classrooms to Support Students-UI

Eva Strand—PI
Karen Launchbaugh—CoPI
\$34,200

This proposal will pilot one dual-enrollment course – “exploring Natural Resources from Space” – to Moscow High School and other local high schools in an effort to integrate natural resource-based remote sensing and geospatial technology into high school classrooms. The Internet-hybrid course will create a model for other dual-enrollment courses and will be offered as a high school elective/100-level university course.

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**GoCognitive.net- An online Center for
Educational Tools in Cognitive Neuroscience
-UI**

Steffen Werner—PI
\$58,600

The goal of this proposal is the creation of an online center for teaching-related materials in cognitive neuroscience (GoCognitive.net) that provides an integrating framework for the search and navigation of teaching materials, as well as reusable, interactive components that assist a community of expert and novice users to create additional content. This web 2.0 approach of content generation is the model for many successful commercial web-sites.

**Redesigning History 118 (General Ed. Goal 9)
-ISU**

Barry Maheras—PI
Laura Woodworth-Ney—CoPI
\$97,800

This redesign proposal will allow the History Department to redesign its course, replacing some classroom time with innovative, interactive on-line components, such as the use of virtual historical worlds on gaming platforms and/or historical simulations.

The objectives for this proposal will be to establish department efficiencies and use web-based, virtual world technology to reduce class time and increase enrollment per section of History 118, provide the expertise and coordination to help create a community of student learners using virtual technology, as well as creating teaching models for course redesign of large, survey-level courses in the social sciences.

**Enhancement of Interdisciplinary
Instructional Resources for the Physical
Sciences**

and Engineering -ISU

Steven Shropshire—PI
Phillip Cole, Richard Brey, Steven Chiu—CoPIs
\$71,800

This proposal will offer new courses, lab improvements, and distance learning offerings to improve education and post-graduate opportunities for over 100 upper division and

graduate students in physics, health physics, chemistry, computer science and nuclear engineering each year as well as improving student preparation for work in technical fields. This proposal will also improve-cost effectiveness of instruction by combining resources and expertise through collaborations of several ISU science departments, and will incorporate continued assessment to adjust methods and implementation.

**Building Learning Communities through
Computer-Supported Collaborative
Learning- BSU**

Jeremy Tutty—PI
Eric Orton—CoPI
\$21,500

Continuation

The first year of this proposal was spent inventorying existing technologies, spaces, and tools for supports Computer-Supported Collaborative Learning (CSCL); surveying current faculty practices and attitudes in relation to using collaborative learning strategies; and developing an implementation plan for promoting and supporting CSCL. These activities and others have created a foundation of knowledge and needs assessment that will inform activities in year two, including the following:

- Further developing infrastructure, training, and incentives to support TeamSpot collaboration stations and TeamSpot.Google Apps as our preferred tools for incorporating CSCL into targeted curricular areas
- Recruiting and equipping faculty and training them in creating and assessing appropriate team and group projects and assignments as well as assessing individual students using CSCL in pilot applications
- Training, supporting, and equipping student teams engaged in CSCL
- Complying, analyzing, and reporting data on faculty practices and attitudes, as well as data satisfaction, learning, and engagement among the students enrolled in classes using CSCL
- Using new Classroom for Research and Innovation to conduct observational research to analyze and refine the manner in which faculty and students use CSCL

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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 299

BY APPROPRIATIONS COMMITTEE

AN ACT

APPROPRIATING MONEYS FOR GENERAL EDUCATION PROGRAMS AT BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY, LEWIS-CLARK STATE COLLEGE, THE UNIVERSITY OF IDAHO AND FOR THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2009; ESTABLISHING AMOUNTS TO BE EXPENDED FOR SYSTEMWIDE PROGRAMS; DIRECTING THE STATE BOARD OF EDUCATION TO PROVIDE A SYSTEM OF REPORTING FACULTY AND STAFF TURNOVER; AND REAPPROPRIATING CERTAIN UNEXPENDED AND UNENCUMBERED BALANCES.

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

SECTION 1. There is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, and the Office of the State Board of Education the following amount to be expended for the designated programs from the listed funds for the period July 1, 2008, through June 30, 2009:

FOR:

General Education Programs	\$422,849,500
----------------------------	---------------

FROM:

General Fund	\$285,151,500
Agricultural College Endowment Fund	794,000
Charitable Institutions Endowment Fund	753,600
Normal School Endowment Income Fund	2,534,100
Scientific School Endowment Income Fund	2,332,300
University Endowment Income Fund	2,181,000
Unrestricted Fund	105,406,700
Restricted Fund	23,550,300
Miscellaneous Revenue Fund	146,000
TOTAL	\$422,849,500

SECTION 2. SYSTEMWIDE PROGRAMS. Of the amount appropriated from the General Fund in Section 1 of this act, an amount not to exceed \$100,000 shall be used by the Office of the State Board of Education for systemwide needs; an amount not to exceed \$1,440,000 may be used for the mission and goals of the Higher Education Research Council; an amount not to exceed \$1,485,000 may be awarded by the State Board of Education for instructional projects specifically designed to foster innovative learning approaches using technology, and to promote the Idaho Electronic Campus; and an amount not to exceed \$90,000 may be used by the Office of the State Board of Education for expenses directly related to the formation of a final recommendation for expanding undergraduate and graduate medical education opportunities.

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Statement of Purpose / Fiscal Impact

Statement of Purpose
RS17230

This is the fiscal year 2009 appropriation for the College and Universities in the amount of \$422,489,500.

Fiscal Note

	FTP	Gen	Ded	Fed	Total
FY 2008 Original Appropriation	3,825.60	264,227,700	134,784,100	0	399,011,800
Reappropriations	0.00	0	43,925,800	0	43,925,800
Other Approp Adjustments	0.00	0	0	0	0
FY 2008 Total Appropriation	3,825.60	264,227,700	178,709,900	0	442,937,600
Non-Cognizable Funds and Transfers	75.19	0	2,168,200	0	2,168,200
FY 2008 Estimated Expenditures	3,900.79	264,227,700	180,878,100	0	445,105,800
Removal of One-Time Expenditures	0.00	(4,931,100)	(45,917,900)	0	(50,849,000)
Base Adjustments	0.00	0	0	0	0
FY 2009 Base	3,900.79	259,296,600	134,960,200	0	394,256,800
Benefit Costs	0.00	6,194,000	0	0	6,194,000
Inflationary Adjustments	0.00	467,800	142,000	0	609,800
Replacement Items	0.00	3,293,700	1,706,300	0	5,000,000
Statewide Cost Allocation	0.00	1,788,200	0	0	1,788,200
Change in Employee Compensation	0.00	8,394,600	0	0	8,394,600
Nondiscretionary Adjustments	15.00	387,100	0	0	387,100
Endowment Adjustments	0.00	(743,500)	743,500	0	0
FY 2009 Program Maintenance	3,915.79	279,078,500	137,552,000	0	416,630,500
Line Items					
College and Universities					
1. Occupancy Costs	2.04	243,500	0	0	243,500
2. Maintenance & Infrastructure	0.00	600,000	0	0	600,000
3. Dual Enrollment Operating Support	0.00	0	0	0	303,900
4. Maintenance & Infrastructure	0.00	2,400,000	0	0	2,400,000
5.Center For Advanced Energy Studies	0.00	1,603,100	0	0	1,603,100
6. Nursing & Health Science Faculty & Equipment	8.55	1,226,400	0	0	1,226,400
7 Masters of Community & Regional Planning Pgm	0.00	0	0	0	0
8 Health Education Initiative	0.00	0	0	0	0
9 Graduate Assistants	0.00	0	0	0	0
10. American Indian Center	0.00	0	0	0	0
11. Faculty Positions	0.00	0	0	0	0
12 Gov's Initiative: Restoration Ecologist	0.00	0	146,000	0	146,000
Lump-Sum or Other Adjustments					
FY 2009 Total	3,926.38	285,151,500	137,698,000	0	422,849,500
Chg from FY 2008Orig Approp	100.78	20,923,800	2,193,900	0	23,837,700
% Chg from FY 2008Orig Approp.	2.6%	7.9%	2.2%		6.0%

Line Item #1: ongoing General Funds for facility occupancy costs at BSU, ISU, and U of I

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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Line Item #2: one-time General Funds for information technology maintenance at BSU

Line Item #4: one-time General Funds for facilities maintenance and repairs at U of I

Line Item #5: one-time General Funds for startup personnel costs at the Center for Advanced Energy Studies

Line Item #6: \$620,600 ongoing and \$605,800 one-time in General Funds for nursing and health sciences faculty and equipment at LCSC

Line Item #12: one-time dedicated funds for a Restoration Ecologist position at U of I

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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SUBJECT

Idaho Falls Operations Committee – Summary Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures

- Section III.G. Program Approval and Discontinuance
- Section III.Z. Delivery of Postsecondary Education

BACKGROUND

The Center for Higher Education at University Place in Idaho Falls is a partnership between Idaho State University (ISU) and the University of Idaho (UI), and Eastern Idaho Technical College (EITC). The collaboration was created to meet post-secondary educational needs of the residents in the Upper Snake River Valley area.

Other joint collaborations between ISU and UI consist of the Center for Advanced Energy Studies and the Federal Appropriation for Nuclear Engineering. ISU and EITC share a Health Care Education (HCE) Building located on EITC's campus. The HCE project has been a collaborative venture between ISU and EITC. Both institutions currently offer health care courses and programs consistent with their respective mission.

DISCUSSION

The Idaho Falls Local Operations Committee has provided a progress report (Attachment 1), which provides an overview of each institution's collaborative efforts and services.

Some of the offerings include undergraduate and graduate degrees, remedial courses, general education requirements, professional development, and cultural enrichment courses delivered on-site and via distance learning. More than 3,000 Idaho State University and University of Idaho students attend each semester. Students currently being served by the center include high school students, place-bound non-traditional students, INL employees, BYU-I transfers, graduate, and professional development students.

During fiscal year 2007, EITC enrolled 1,568 pre-employment credit students, and more than 11,000 students in a combination of short-term training, adult basic education, and community education courses.

EITC establishes and maintains collaborative partnerships with area school districts, universities, business and industry, government agencies, and other regional entities to promote economic development and coordinate delivery of services. Also offered are joint high school and EITC programs, through Tech Prep and the Eastern Idaho Professional-Technical High School. In 2007 EITC signed a three year, \$1.3 million training agreement with Idaho National Laboratory (INL) to provide prescribed safety training for over 3,000 workers annually.

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Students choose from over 500 course sections taught throughout the day and evening. Six Telecommunication classrooms connect Idaho Falls students with Twin Falls, Boise, Pocatello and Moscow for over 200 hours per week of distance learning opportunities. In conjunction, the two universities offer over 50 associate, bachelor and graduate programs extending through doctoral degrees, all of which can be completed in Idaho Falls. Two of the newest offerings are a graduate certificate program in Nuclear Science and Engineering and the 2+2 BS in Nuclear Engineering in cooperation with BSU.

ATTACHMENTS

Attachment 1 – Idaho Falls LOC Progress Report

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BOARD ACTION

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



Local Operation Committee Report

February 07, 2008

IF

....you want success your way?
 ...your education is important?
 ...you deserve a great education?

IDAHO FALLS



University of Idaho
 Idaho Falls



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2. Overview of ISU, UI, EITC
3. Collaborative Highlights
4. Joint Advertising Efforts

HISTORICAL PERSPECTIVE

The Center for Higher Education at University Place in Idaho Falls is a partnership between Idaho State University and the University of Idaho. The collaboration was created to meet the post-secondary educational needs of the residents of the Upper Snake River Valley. Although both universities have offered classes in Idaho Falls since the early 1950's, the fall of 1997 marked the first time students could register for classes, pay fees, and receive financial aid under the joint system. The partnership between the two universities strengthened the presence of available higher education in Idaho Falls. Since then the number of students attending classes at University Place has steadily increased.

Offerings include undergraduate and graduate degrees, remedial courses, general education requirements, professional development, and cultural enrichment courses delivered on-site and via distance learning. More than 3000 Idaho State University and University of Idaho students attend each semester. Students currently being served by the center include high school students, place-bound non-traditional students, INL employees, BYU-I transfers, graduate, and professional development students.

Students choose from over 500 course sections taught throughout the day and evening. Six Telecommunication classrooms connect Idaho Falls students with Twin Falls, Boise, Pocatello and Moscow for over 200 hours per week of distance learning opportunities. In conjunction, the two universities offer over 50 associate, bachelor and graduate programs extending through doctoral degrees, all of which can be completed in Idaho Falls. Two of the newest offerings are a graduate certificate program in Nuclear Science and Engineering and the 2+2 BS in Nuclear Engineering in cooperation with BSU.

Situated along the scenic Snake River in the northwestern part of town, University Place is an excellent, affordable option for traditional age students who are looking to stay close to home. Students can complete the first two years of general education requirements that are transferable to any university in the state. More than 250 instructors travel from Idaho State University in Pocatello each week to teach at the Idaho Falls campus. University of Idaho has 15 resident faculty teaching in Idaho Falls and both universities have a number of adjunct instructors teaching at the center. Classes are held from 8:00 am to 10:00 pm Monday through Friday, thus making it easier for students with families and jobs to create flexible class schedules.

Generally speaking, the Idaho State University students in Idaho Falls are mostly undergraduate in the areas of Arts & Sciences, Business, Education, Health Professions, and Engineering. Most of the University of Idaho students are at the graduate level studying Engineering, Hydrology, and Material Science. Both universities have strong ties with the Idaho National Lab and the research opportunities associated with the Lab as well as a history of providing quality education, small classes and individualized programs.

In 2004, EITC joined the Local Operations Committee for Idaho Falls. Eastern Idaho Technical College (EITC) in Idaho Falls provides high quality educational programs that focus on the needs of the community for the 21st century. EITC is accredited by the Northwest Commission on Colleges and Universities. The College is a state supported technical college created in 1969 to serve citizens in its nine county service area (Lemhi, Custer, Butte, Fremont, Madison, Teton, Jefferson, Clark, and Bonneville counties) by being a minimal cost, open-door institution that champions technical programs, customized industry training, basic skills instruction, workforce and community education, on-line distance education, and student services.

During fiscal year 2007, EITC enrolled 1,568 pre-employment credit students, and more than 11,000 students in a combination of short-term training, adult basic education, and community education courses.

The College establishes and maintains collaborative partnerships with area school districts, universities, business and industry, government agencies, and other regional entities, to promote economic development and coordinate delivery of services. Also offered are joint high school and EITC programs, through Tech Prep and the Eastern Idaho Professional-Technical High School. In 2007, EITC signed a three year, 1.3 million training agreement with Idaho National Laboratory (INL) to provide prescribed safety training for over 3000 workers annually.





ISU OVERVIEW

The Idaho Falls Center for Higher Education at University Place is a collaborative effort between Idaho State University and University of Idaho to meet the post-secondary needs of the residents of the Upper Snake River Valley. These include undergraduate and graduate degrees, general education requirements, professional development, and cultural enrichment courses delivered on site and via distance learning to more than 5000 students per year.

Demographics and Fall 2007 Enrollment

- Student Head Count **2481** (18% of ISU total enrollment)
- Academic Credit Hours 17,029
- Undergraduate students 2118
- Graduate students 363
- Freshman 750, Sophomores, 469, Juniors 339, Seniors 330
- 55% Female
- 43% are under 25
- 43% are fulltime students
- 32% take classes in both Idaho Falls and Pocatello

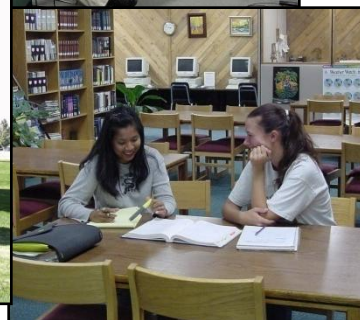
Breakdown of students with declared major:

- Arts and Science 924
- Business 319
- Education 359
- Health Professions 341
- Engineering 116
- Pharmacy 46
- Nuclear Science and Engineering 15
- Unduplicated headcount 3441
- 280 area high school students are enrolled in Early College Program

CHE Classroom



8 of the 12 IF graduates accepted to Medical Schools



University Place Library Center



Faculty and Staff

- Over 220 faculty travel from Pocatello each week to teach in Idaho Falls
- 28 faculty teach courses and live in Idaho Falls and are active members of the Idaho Falls community
- 55 staff members work and live in and around the Idaho Falls area
- Resources available; Registration and fee payment, Academic Advising, Financial Aid Office, Major Advisors, VA Specialist, Career and Personal Counseling, Health Services, Tutoring Labs (Math/English), Library Center, Early Learning Center, ADA services, Bookstore, Content Area Tutoring, ASISU Officers, and Student Computer Labs,

Partnerships

- Joint operation of University Place with partner University of Idaho
- Educational contract with Idaho National Laboratory
- Partner in Center for Advanced Energy Studies
- Active participant in federally appropriated program supporting enhanced nuclear science & engineering education partnered with University of Idaho and Boise State University
- Collaborative agreements – Eastern Idaho Technical College
- Member of Inland Northwest Research Alliance
- Cooperative agreement with INSEI
- Active within the Idaho Universities Consortium
- Memorandum of Understanding with District 6 superintendents for delivery of concurrent enrollment courses
- Health Sciences Building on the EITC campus is shared space between ISU and EITC designed to offer programming for the Health Professions

Community Relations

- Idaho Falls Higher Education Advisory Council-(35 community leaders from a variety of interest groups who meet tri-yearly to give input to the institutions regarding offerings, etc.)
- Sponsor for Mayor's Scholarship Initiative
- Representative on Symphony Fund Raising Committee
- UP5K Annual Run
- Major's Fair for ISU/UI students and community members
- Chairmanship of the Idaho Falls Chamber of Commerce Education committee and membership on the Legislative committee
- Co-sponsor of Celebrate Your Future diversity event
- Co-sponsor of University Place 5K scholarship event
- Membership on Board of City Club of Idaho Falls

ISU DEGREES IN IDAHO FALLS

Associate Degrees:

- A.S. Biology
- A.S. Business
- A.A. English
- A.A. General Studies
- A.A. History
- A.S. Math
- A.S. Physics

Bachelor Degrees:

- Bachelors of Applied Technology
- B.B. A. - General Business
- B.A./B.S. Elementary Education
- B.S. General Studies
- B. S. Human Resource Training & Development
 - Professional Technical Teacher Education
 - Corporate Training
- B.S. Nuclear Science and Engineering
- B.S. Nursing
- B.S. Physics
 - Health Physics

Masters:

- MBA Business Administration
- M.Ed. Educational Administration
- M.S. Geographic Information Science
- M.S. Health Physics
- M.T.D. Human Resource Training & Development
- M.S. Nuclear Science and Engineering
- M.S. Nursing

Doctoral:

- Ph.D. Engineering & Applied Science
 - Nuclear
 - Subsurface
- Ed.D. Education
- Ed.S. Education Administration
- Ph.D. Nuclear Science and Engineering

Certificate Programs:

- Applied Nuclear Energy
- Business Administration
- Computer Information Systems
- GeoTechnologies

The Idaho Falls Center for Higher Education at University Place is a collaborative effort between Idaho State University and University of Idaho to meet the post-secondary needs of the residents of the Upper Snake River Valley. These include undergraduate and graduate degrees, general education requirements, professional development, and cultural enrichment courses delivered on site and via distance learning to more than 5000 students per year.

Demographics and Fall 2007 Enrollment

- Unduplicated Head Count – 387
- Academic Credit Hours – 1261
- Undergraduate students – 81
- Master's/Specialist students – 67
- Doctoral students – 73
- Non-Degree Seeking (professional development) students – 166
- Student population – 47% female/53% male
- International graduate students – 4
- Courses offered in Idaho Falls since 1954
- Commencement Ceremony held annually in Idaho Falls
- 1954 - present day – total Idaho Falls program graduates – 1694
- Bachelors – 538
- Master's/Specialist – 1047
- Doctoral – 109
- Courses delivered live, web, DVD, and teleconference

Faculty, Staff and Research

- Resident Faculty in College of Engineering (8), College of Education (3), College of Science (2), College of Letters, Arts and Social Science (1), College of Agriculture and Life Science (6)
- Resident Faculty deliver courses live in Idaho Falls and via web, DVD and teleconference to other UI locations
- Faculty are active members in home departments, on college and university committees and serve as major professors and committee members for students at all UI locations
- Staff (27) – 9 with bachelor's degrees, 11 with advanced degrees
- Full-time undergraduate advisor on staff
- District IV Cooperative Extension Service Office
- Idaho Water Resource Research Institute
- Ground Water/Surface Water Interaction Research
- Science Mechanics and Materials Laboratory
- NASA-Ames sponsored research in aviation and risk assessment
- 2007 \$1.75M grants and contracts
- 2008 (projected) \$2.3M grants and contracts

Cathy Riddle, UI graduate student in chemistry, prepares material for her research.



Partnerships

- Joint operation of University Place with partner Idaho State University
- Education contract with the Idaho National Laboratory
- Education agreement with Ch2M-Hill Washington Group International (CWI)
- Partner in Center for Advanced Energy Studies (CAES)
- Active participant in federally appropriated program supporting enhanced nuclear science & engineering education partnered with ISU and Boise State University
- Collaborative agreements - Eastern Idaho Technical College and Brigham Young University-ID
- Member of Inland Northwest Research Alliance
- Cooperative agreement with INSE
- Active within the Idaho Universities Consortium

Outreach Activities

- Provide support for students who will attend Moscow campus
- Active with Alumni Association and Vandal Scholarship Fund
- Co-sponsor of Celebrate Your Future diversity event
- Co-sponsor of University Place 5K scholarship event



Platform party awaits entrance of the graduating class at Commencement in Idaho Falls.



Dr. John Crepeau, UIIF mechanical engineering faculty, illustrates space concepts to students at Celebrate Your Future.



Runners listen to final instructions at UP5K scholarship fundraiser

UI DEGREES IN IDAHO FALLS

Bachelor Degrees:

B.S.Env. S. Environmental Science
B.G.S. General Studies
B.S.Tech. Industrial Technology

Masters:

M.S./M.Engr. Biological & Agricultural Engineering
M.S./M.Engr. Chemical Engineering
M.S. Chemistry
M.S./M.Engr. Civil Engineering
M.S. Computer Science
M.S./M.Engr. Electrical Engineering
M.Engr. Engineering Management
M.S./M.Engr. Environmental Engineering
M.S. Environmental Science
M.S. Hydrology
M.S. Industrial Technology Education
M.S. Interdisciplinary Studies
- Environmental Studies
- Project Management
- Systems Management
- Technical Management
- Waste Management
M.S. Materials Science & Engineering
M.A.T. Mathematics
M.S./M.Engr. Mechanical Engineering
M.S. Metallurgical Engineering
M.S./M.Engr. Nuclear Engineering

Doctoral:

Ph.D. Biological & Agricultural Engineering
Ph.D. Chemistry
Ph.D. Chemical Engineering
Ph.D. Civil Engineering
Ph.D. Computer Science
Ph.D. Electrical Engineering
Ph.D. Environmental Science
Ph.D. Geology
Ph.D. Materials Science & Engineering
Ph.D. Mechanical Engineering
Ph.D. Nuclear Engineering

Certificate Programs:

Advanced Materials Design
Analog Integrated Circuit Design
Applied Geotechnics
Communications Systems
Electric Machines & Drives
Emergency Management & Planning
Environmental Contamination Assessment
Environmental Water Science
Heating Ventilation & Air Conditioning
Human Performance Technology
Power System Protection & Relaying
Restoration Ecology
Secure & Dependable Computing Systems
Six Sigma Innovation & Design
Structural Engineering
Water Resources Engineering

EITC OVERVIEW

EYE YOUR FUTURE AT EASTERN IDAHO TECHNICAL COLLEGE

Eastern Idaho Technical College (EITC) provides high quality educational programs that focus on the needs of the community for the 21st century. EITC is accredited by the Northwest Commission on Colleges and Universities. The College is a state supported technical college

created in 1969 to serve students by being a minimal cost, open-door institution that offers technical programs, customized industry training, basic skills instruction, workforce and community education, on-line distance education, and student services.

EITC PROGRAMS

Business, Office, & Technology Division

- Accounting Technologies
- Business Technologies
- Computer Networking Technologies
- Electronic Service Technologies
- Legal Technologies
- Office Technologies
- Web Development Technologies

Health Professions Division

- Dental Assisting
- Medical Assistant
- Medical Office Assistant
- Practical Nursing
- Surgical Technology

Trades and Industry Division

- Automotive Technology
- Diesel Technology
- Welding Technology

Workforce Training & Community Education Division

- Community Outreach
- Customized Training
- Emergency Services Training
- Fire Service Technology
- Wildland Fire Management

Adult Basic Education Division & Special Programs

- Regional Adult Learning Center
- Center For New Directions
- Cooperative High School Programs
- Disability Resources and Services
- GED Prep & Testing Services
- Volunteer Tutor Program
- Tech Prep

OUTREACH & DISTANCE LEARNING

Online Instruction and Community Education Centers in Arco, Salmon, St. Anthony, & Driggs. Community Outreach in Ashton, Challis, Dubois, Leadore, Mackay, Rexburg, Rigby, Ririe, Sugar-Salem, and Terreton.

STUDENT & CUSTOMER PROFILE

Average Student Age - 28.7
99% of Students are Idaho Residents (79% from Bonneville, Bingham & Jefferson Counties)

WHY EITC?

- Low cost
- Individualized services
- Hands-on training & internships
- Financial aid & scholarships
- Excellent student-to-teacher ratio
- High job placement

GOVERNANCE & STRUCTURE

- State Board of Education
- College President & Administrative Deans
- Executive Advisory Council
- Instructional Program Advisory Committees
- State Division for Professional-Technical Education

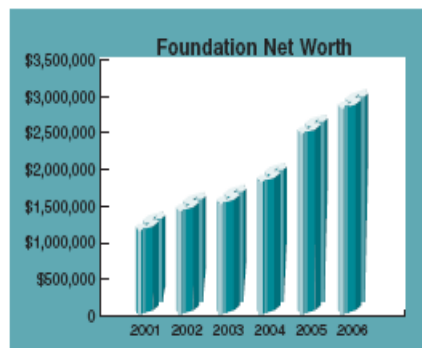
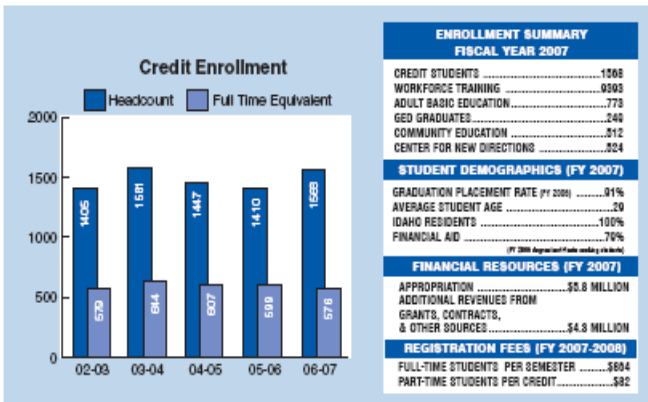
www.eitc.edu

208-524-3000

AA/EEO INSTITUTION



EITC REVIEW 2007



Our Mission

Eastern Idaho Technical College provides superior educational services in a positive learning environment that supports student success and regional workforce needs.

Our Vision

Our vision is to be a superior quality professional-technical college. We value a dynamic environment as a foundation for building our College into a nationally recognized technical education role model. We are committed to educating all students through progressive and proven educational philosophies. We will continue to provide high quality education and state-of-the-art facilities and equipment for our students. We seek to achieve a comprehensive curriculum that prepares our students for entering the workforce, articulation to any college and full participation in society. We acknowledge the nature of change, the need for growth, and the potential of all challenges.

EITC FOUNDATION BOARD

WALT SATO, CHAIR
 DR. ROGER MAYES, VICE-CHAIR
 SONJA MONSON, SECRETARY/TREASURER
 JAN KARINEN, EXECUTIVE DIRECTOR
 JUAN ALVAREZ BOBBE CRAPO
 SANDIE FULKS JOSEPH GROBERG
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 SHANE MURPHY SHARON PARRY
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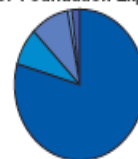
EITC ADVISORY COUNCIL

FERRIS BUTKOFER, VICE-CHAIR
 TERRY FRANKLIN JUST, CHAIR
 DR. FRED GUNNERSON, SECRETARY
 MICHAEL CLARK LOUIS FATKIN
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 JOSEPH GROBERG RENEE MAGEE
 CALVIN OZAKI RUSSELL SPAIN
 RALPH STEELE
 PRES. BILL ROBERTSON, EX-OFFICIO
 DR. MIKE RUSH, EX-OFFICIO

2007 Foundation Income



2007 Foundation Expense



1600 S. 25th E.
Idaho Falls, ID 83404

www.eitc.edu

EITC is an AA/EEO institution

EITC is accredited by Northwest Commission
 on Colleges and Universities

COLLABORATIVE HIGHLIGHTS

ISU/UI

- A collaboration between two universities to jointly offer programming and students services by sharing space and resources for the benefit of the students.
- Center for Advanced Energy Studies (CAES)

ISU/EITC

- ISU and EITC share the Health Care Education Building (HCE) located on the EITC campus. The HCE project has been a collaborative venture between the two institutions from the beginning, including the design, construction and occupancy of the building. Both institutions currently offer health care courses and programs consistent with their respective mission.

CENTER FOR ADVANCED ENERGY STUDIES

Energy Solutions

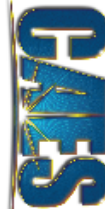
CAES is a public/private partnership that includes: the State of Idaho through its academic research institutions, Boise State University, Idaho State University, and the University of Idaho; the federal government through the Department of Energy; and, a private entity, the Battelle Energy Alliance, which manages the Idaho National Laboratory. Through this collaborative structure, CAES combines the efforts of these institutions to provide timely research on both technical and policy issues.



The CAES Research facility under construction in Idaho Falls will open in 2008.

Center for Advanced Energy Studies
Idaho National Laboratory
P. O. Box 1625
Idaho Falls, ID 83415-3898
Phone: (208) 526-1784
Fax: (208) 526-8076
caesenergy.org

Center for Advanced
Energy Studies



Center for Advanced
Energy Studies

CAES integrates resources, capabilities and expertise to produce secure sustainable energy solutions.

BOISE STATE
UNIVERSITY

Idaho State
UNIVERSITY

INL Idaho National Laboratory

University of Idaho

07-04-0001



CAES delivers innovative, cost-effective, credible research that meets the demands of a carbon-constrained world.

CAES engages in fundamental and applied research that contributes to the:

- Expansion of energy production from high-capacity, reduced-carbon sources, including support for a national renaissance in commercial nuclear power;
- Management of fossil fuel energy systems and emitted carbon through reuse, capture and storage, while responsibly expanding use of regionally abundant coal and unconventional hydrocarbon resources;
- Availability of carbon-neutral energy, such as biofuels, to support the expansion of renewable energy sources for transportation; and
- Stewardship of the environment during energy production, distribution and consumption, and to increase understanding of key issues (e.g., water resource quality and availability, impact on public and private land, and continued economic growth in the arid West).

CAES educates the next generation of energy scientists, policy makers and the public while accepting and leveraging the values of those groups.

As the United States renews its energy focus, integrated and multidisciplinary education is needed to develop the next generation of energy professionals and policy makers, and to prepare the public to participate in complex energy decisions. To meet this need, CAES partner institutions are working together to create unique educational opportunities that blend the talents and capabilities found at the Idaho Universities and the INL. This collaboration creates hands-on educational opportunities for students, scholars, and faculty. Working across institutional boundaries to promote energy education, CAES partners integrate curricula and share infrastructure to increase the number of energy professionals, to enhance technical capabilities, and to advance energy science.


The CAES energy research infrastructure expands opportunities for researchers, faculty and students.

CAES facilitates an informed dialogue involving the scientific community, the public, and government, leading to energy policy at a national, regional and State level.

Sound energy policy, coupled with scientific advancement, enhances U.S. energy self-reliance. Socio-political issues regarding energy production, transmission, and management of by-products are often overlooked at early stages of development only to become limiting factors during implementation.

CAES supports policy-makers in their decisions and analyses and in understanding how policy shapes science and engineering. The CAES Energy Policy Institute (EPI), a home for energy-related policy research, analysis, and education, combines the talents of the four institutions' policy personnel. Policy researchers and analysts engage the public, the universities, industry, and government in an ongoing democratic dialogue to develop energy policy that promotes secure sustainable energy solutions.


JOINT ADVERTISING EFFORTS





Your Success, Your Way.

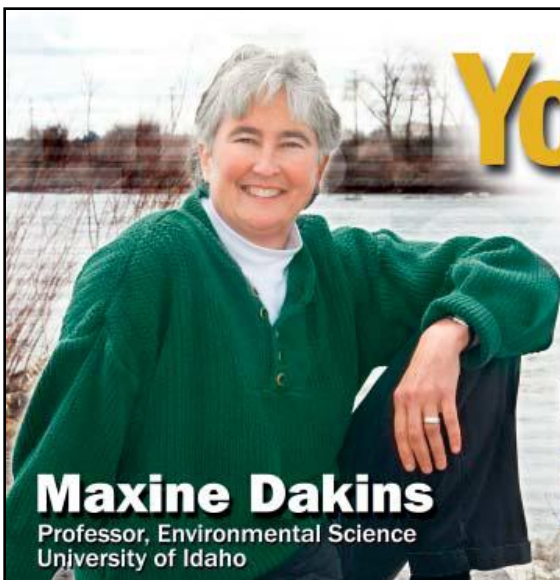
Lyle Castle
Professor, Chemistry
Idaho State University

Higher Education in Idaho Falls

 IDAHO STATE UNIVERSITY

 University of Idaho
Idaho Falls


 EITC
Eastern Idaho
Technical College





Your Success, Your Way.

Maxine Dakins
Professor, Environmental Science
University of Idaho

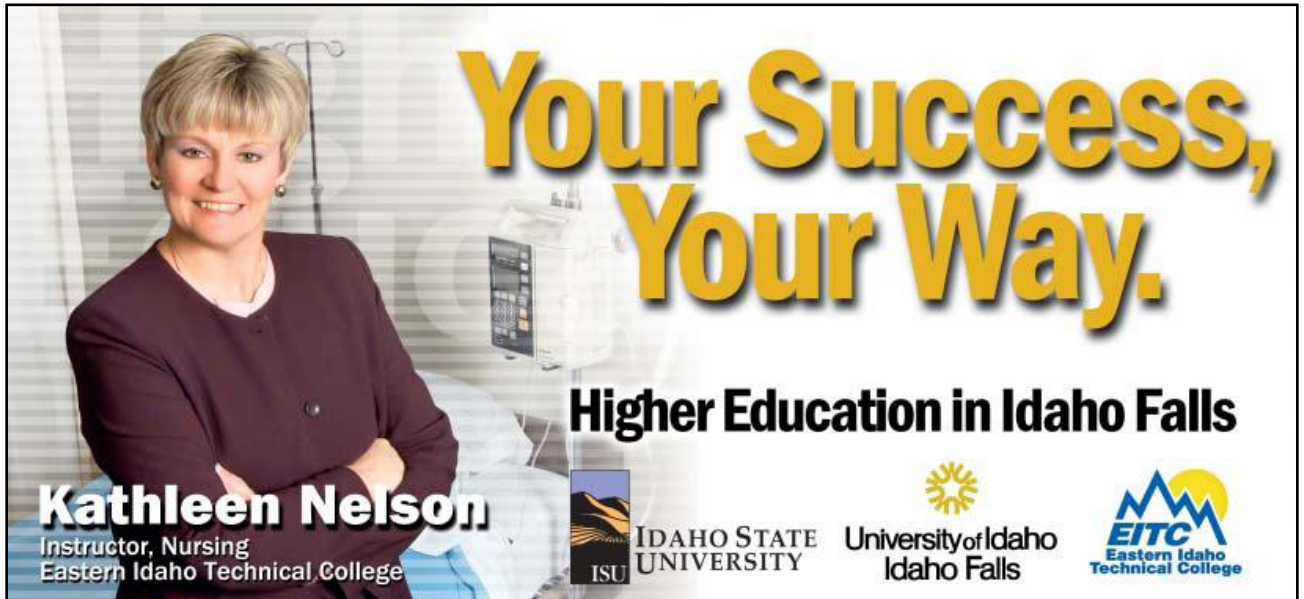
Higher Education in Idaho Falls

 IDAHO STATE UNIVERSITY

 University of Idaho
Idaho Falls

 EITC
Eastern Idaho
Technical College


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Your Success, Your Way.

Kathleen Nelson
Instructor, Nursing
Eastern Idaho Technical College

Higher Education in Idaho Falls

 **IDAHO STATE UNIVERSITY**

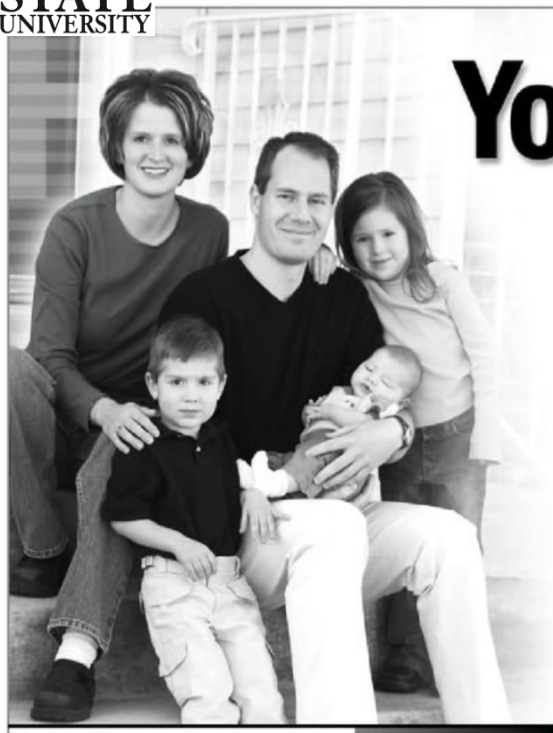
 **University of Idaho
Idaho Falls**

 **EITC
Eastern Idaho
Technical College**



University of Idaho
Idaho Falls





Your Success, Your Way.

David Archibald – Teaching by Example

Ask David Archibald why he persisted through three years of night classes to earn his MBA, and he'll point with pride to his five-year-old daughter. "She watched me go through this process. It's a great lesson on the value of persistence and hard work. She has seen me studying, and now she has an interest in learning. She knows there's something positive about those books! What your children see you do is so much more powerful than what you tell them they should do."

David earned his MBA from Idaho State University this past May, and while his current job as a financial analyst hasn't changed, he has noticed that there are many more opportunities to choose from now that he's completed an advanced degree. "I can be much more selective in what I look at from this point, in terms of my career. That's a good feeling, a secure feeling. There are doors opening for me that wouldn't have without this degree."

David was able to complete his entire MBA at the Centers for Higher Education. "The people at the Centers for Higher Education helped me every step of the way. I got constant feedback and encouragement. I was able to complete my degree in just three years, even taking a semester off. And that was while I was working full-time."

David's advice to others? "Go for it. You'll never regret it. No one can take your education away from you. And it never hurts to have it on your resume."

Whether you want to train for a new career or enhance the one you have, the Centers for Higher Education in Idaho Falls are ready to help.

Wherever You Want to Go, You Can Start with Higher Education in Idaho Falls

Where do you want to go with your life and your career? Wherever that is, you'll find the resources you need right here.

Three institutions have come together to offer Idaho Falls residents an unprecedented range of options in the pursuit of higher education. Idaho State University, University of Idaho and Eastern Idaho Technical College cooperate to offer the community more than 700 different courses; more than 70 two-year, four-year and graduate degree programs; more than 50 certificate programs and more than 35 associate degree programs.

With flexible scheduling and open transfer of credits between schools, you'll find it easier than you thought to get started on the education you need, for the life you want.



Isn't It Time You Started on Your Success, Your Way?

The Centers for Higher Education have counselors ready to help you decide on the best course of education to achieve your objectives.

If you'd like more information on the range of educational opportunities available, call today:

ISU/UI University Place **282-7800**
Eastern Idaho Technical College **524-3000**

Higher Education in Idaho Falls



**IDAHO STATE
UNIVERSITY**



**University of Idaho
Idaho Falls**



David Archibald Master of Business Administration Idaho State University



Modern Facilities

Idaho Falls is home to the some of the state's newest and most modern classrooms and related educational facilities. Whether at ISU/UI University Place or Eastern Idaho Technical College, you'll find state-of-the-art classrooms, computer labs, shops and video teleconferencing facilities.

An Environment Dedicated to Both Learning and Fun

You'll find ample places to study at both ISU/UI University Place and Eastern Idaho Technical College. But there are also places to relax, socialize and have some fun.



We're Easy to Find

Whether you want to start your search at ISU/UI University Place or Eastern Idaho Technical College, we're easy to find.

ISU/UI University Place
1776 Science Center Drive

Eastern Idaho Technical College
1600 S. 25th E. (Hitt Road)

Your Success, Your Way.

Bonna Cannon – The Right Solution for a Busy Professional

Bonna Cannon is a Project Manager for Basic American Foods in Blackfoot. She came here five years ago from the Midwest, but east Idaho's outdoor lifestyle has kept her here. She enjoys hiking and fishing, and loves living in the country.

In December, Bonna completed a Master of Engineering in Engineering Management from University of Idaho, through classes offered at the Centers for Higher Education in Idaho Falls. The skills she has gained through her ME program have broadened her opportunities at work. Bonna says she couldn't have done it without the supportive atmosphere she experienced at the Centers for Higher Education.

"I've never seen more support for working students than at the Centers for Higher Education. The flexibility is truly incredible. You can take video instruction, streaming media, or in-person classes. Enrollment is online, and most of the classes' lecture notes can be downloaded from the Web – no more writer's cramp! I think the Centers for Higher Education represent an untapped resource that not enough people take advantage of."

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Eastern Idaho Technical College **524-3000**

Higher Education in Idaho Falls

IDAHO STATE
UNIVERSITY

University of Idaho
Idaho Falls

Bonna Cannon ME, Engineering Management University of Idaho

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1776 Science Center Drive

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Kathy Miller

Associate of Applied Science, Web Development Specialist
Eastern Idaho Technical College

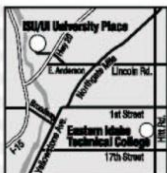


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ISU/UI University Place

1776 Science Center Drive

Eastern Idaho Technical College

1600 S. 25th E. (Hitt Road)

Your Success, Your Way.

Kathy Miller – A Whole New Life

Can higher education change your life? Kathy Miller knows it can. Just a few years ago, Kathy worked in what she describes as a "dead-end" job, with no skills, and no path open for advancement. In addition, the company she worked for had announced it was downsizing. Kathy had two options: be demoted at her current job and take a pay cut, or go back to school. She talked with her family, took a deep breath, and went back into the classroom, somewhere she hadn't been in nearly 20 years.

Today, Kathy is the Webmaster at Eastern Idaho Technical College. She's involved in developing and maintaining the college's web databases, as well as all Web programming and Web-based applications. She's part of a team at Eastern Idaho Technical College that is developing the school's ability to deliver classes online, and is currently training faculty members in the use of the system called – appropriately – "Blackboard."

"As a 38-year-old mother of four, going back to school was intimidating. It turned out I had nothing to be afraid of. The 'start-to-finish' support and personal attention I received were just amazing. Here's my advice to anyone thinking about doing the same thing: don't wait. My life is much more fulfilling now. It seems like new opportunities open up for me every day. Going back to school changed my life."

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282-7800

Eastern Idaho Technical College

524-3000

Higher Education in Idaho Falls



IDAHO STATE
UNIVERSITY



University of Idaho
Idaho Falls



EDUCATION

A Touch of Class

Spotlighting students at University Place, EITC



**CORTNEY
DICKINSON**
IDAHO STATE
UNIVERSITY

According to Idaho State University junior Cortney Dickinson,

"Taking classes at the Idaho Falls Center works well for me because it's close to my home and is a better fit than other colleges in the area. I've also been able to get all the classes I need here, up to this point. This campus is small enough that professors know students as people rather than numbers. I appreciate that."

She also enjoys the generational mix of students at the center, although she did not anticipate that. She was sure the majority of students would be "old." As it turned out, Cortney is the typical student at the center: a single, working mom in her mid-20s.

"The mix of students in my classes is stimulating. The center truly is a melting pot, and each student adds his or her experiences to the brew. I think we all learn to be more tolerant and accepting of people's differences because of that."

Cortney is majoring in secondary education, with emphases in math and political science, although teaching was not her goal when she began school. It is a major she "just fell into, and I'm so glad. It's exactly where I should be. My original plan was to major in political science, but teaching high school will allow me to spend more time with my children, and I'll still be able to pursue my interest in political science by teaching it."

Cortney chose math as another major emphasis because she believes many people have a negative perception of that subject. She would like to change that, especially for girls, "who are often socialized to believe they can't do well in math

and science and shouldn't even try."

Attending classes is not all Cortney does at ISU. She is also the Student Activities Board Director for the Associated Students at Idaho State University in Idaho Falls (ASISUIF). Her job is to help choose activities students want and budget the funds to provide them. "I always wanted to be involved in student government and finally applied for this job. It's been great fun and a valuable learning experience," she says. "Being part of student government, student organizations or even a study group enhances the college experience, and the relationships they build help motivate students to stay in school."

Ches Barnes, director of the Bennion Student Union Building and advisor to ASISUIF, believes student involvement goes even beyond that.

"Being in student government helps students become well-rounded, with a more mature perspective on the reality of education, able to see beyond only theory. They are the doers who are willing to take on others' issues as their own and to be held accountable. And they will go on to be community leaders. Cortney has all the characteristics to be one of the best."

As Cortney completes her degree and starts teaching, giving back to the community what she has learned as an ISU student, she will continue as a life-long learner. She hopes to complete a master's degree and then just keep taking classes. "I love learning," Cortney says. "I don't intend to ever stop. And ISU in Idaho Falls gives me that opportunity."

What would she say to others who might be thinking about beginning or returning to complete a college degree?

"Just start. Begin with one class, if that's all you can do. Time passes and six years go by whether you're working toward a degree or not. Do it for yourself, your family, your community. Better educated societies are less prejudicial and

more enlightened, better informed and more grounded. And ISU is right in our backyard. What are you waiting for?"



KRIS NOVICH,
UNIVERSITY OF
IDAHO

Kris Novich is the embodiment of the power of education. His life and story began in the small town

of Twin Bridges, Mont. In third grade, the small-town kid moved with his family to the big city—well, an Idaho Falls-sized city.

The move came when Kris' father accepted a job at the Idaho National Engineering Laboratory (or the INEL as it was known then). The family moved to southeastern Idaho where Kris had pretty much the typical path through elementary, middle and high school; he graduated in 1994 from Idaho Falls High School.

Kris started college at Idaho State University straight out of high school, working on general education requirements and living in Pocatello. It just wasn't where his heart and mind were at that time, so he returned to the Idaho Falls area and worked full-time at a low-paying job at a local company.

"I soon realized that I needed to go back to school if I was going to be able to do the things that I wanted and needed to do in life," he recalls.

The opportunities afforded to him by attending night classes locally at University Place beckoned and so Kris returned to college part-time in 1996. With more education and new skills, he was more marketable. In 1999, he was hired at the Idaho National Engineering and Environmental Laboratory as a technician. "The support of my family and my company made pursuing my education possible," he says.

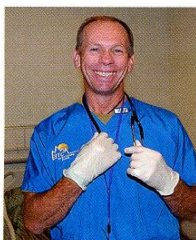
[EDUCATION]

Novich was rewarded for his hard work by earning a bachelor of science in technology degree with an industrial technology major in August 2007 from the University of Idaho. He took all of his coursework in Idaho Falls at University Place.

But the degree was not the only reward in store for this industrious industrial technology student. After receiving the degree from the University of Idaho, Kris was hired at the Idaho National Lab as a safety engineer for the Specific Manufacturing Capability project with an increase in responsibilities and wages. The SMC project involves making tank armor for the M1A1 Tank and the work is personally rewarding for Kris. "I take great pride in being a safety engineer for a project that is in the business of saving military lives."

Kris sees the value of an advanced degree. He is currently enrolled in the master's degree program in Industrial Technology at the University of Idaho in Idaho Falls. "University Place was a great place to get my degree," he states. "There is a wonderful teaching staff and a lot of smiling, helpful faces that provide assistance to students."

By Novich's estimation, most people who are thinking of going back actually attended when they were younger, right out of high school, and may have had some kind of negative experience. "I would tell them to use that negative experience as a stepping stone, turn it around, and learn from it, don't let it hold you back," he says. "When you achieve something that takes lots of work it becomes more of an accomplishment."



**DEAN
MICHAELIS
EASTERN IDAHO
TECHNICAL
COLLEGE**

At Eastern Idaho Technical College (EITC) the average student enrollee is 28 years old,

signifying many nontraditional students – each on an inspirational trek with a unique story to tell. One such story is of

Dean Michaelis, a current practical nursing student.

On the surface, Dean is a friendly and humble "non-trad" student who is fully engaged and earning A's in the EITC practical nursing program. Lift the lid of life and look deeper, and one finds a man of depth, a retired Sergeant First Class in the Army's Special Forces, a sharpshooter, a consultant, an entrepreneur, a world traveler, an author, a divorced father with a 17-year-old son, a man of faith.

Dean was born in Iowa and reared in North Dakota. He desired to "be all you can be," answered Uncle Sam's call and enlisted in the Army after high school in 1976. Dean began his Army career as a combat engineer before advancing to the highly-trained and tough Special Forces, the Army's specialized experts in unconventional warfare.

From 1983 through 1998 he served with the 1st Special Forces Group based at Fort Lewis, Wash. and Okinawa, Japan. Dean spent much of his active duty in Southeast Asia engaged in multiple missions, many classified. His duties included sniper operations and training for U.S. and foreign armies, intelligence gathering and surveillance. Through his adventures he logged many miles and many stories and learned Taiwanese, Japanese, Korean and Arabic along the way.

While on duty in 1995, Dean pioneered advanced freefall concepts for the deployment and rigging of sniper weapons systems up to .50 caliber rifles for military freefall operations. His expertise in "big guns" later led to authoring the first-of-its-kind book, "The Complete .50 Caliber Sniper Course: Hard-Target Interdiction."

Dean retired from the Army in 1998; however, his life journey was just beginning. He became a partner in CheyTec LLC, a venture to design a long-range sniper rifle system called the .408 CheyTac LRRS. The rifle has one of the longest ranges of all modern-day sniper rifles, capable of delivering accuracy at the ranges of up to 2,500 yards. The new company brought Dean to Arco, Idaho, where the system could be tested in the Idaho desert near the INL.

He was a primary developer of the

CheyTac Advanced Ballistic Computer system (commercial PDA with CheyTac ballistic software) that was designed to support all military sniper weapons systems in the U.S. inventory. The computer provides corrections for all environmental effects, including rotational drift and earth-rotational deflection.

Meanwhile, Dean started his own training company to provide training for military personnel of the US and its allies. He left CheyTec and once again traveled overseas to work with various military and federal agencies. From 2004 to 2006 he worked in protective operations for the State Department Diplomatic Security Service and the U.S. Embassy in Iraq.

For most of us, retiring at 65 with these accomplishments would be considered an eventful life, but not for Dean. At age 48, still based in Arco, he felt inspired to embark on a new adventure which would require going back to school. Dean read an ad in the Arco newspaper about EITC's outreach Certificated Nursing Assistant (CNA) program. Nursing is in his genes with both his mother and sister being registered nurses. He learned and practiced trauma care in the Army Special Forces out of necessity. So, Dean became a CNA through EITC's program in Arco and commuted to the Idaho Falls EITC campus each day to complete a heavy class load of practical nursing prerequisites. Dean did well and was accepted into the PN program in May 2007. He now lives in Idaho Falls and plans to graduate in 2008.

While going to college, he works part-time for Good Samaritan in the Alzheimer/Dementia unit. "I've been humbled to be the bone as I have gone from 'Commando Dean' to attending to people's most personal care," Dean commented.

Dean has proven that he is an achiever. His goal after becoming a Licensed Practical Nurse (LPN) is to be accepted in the Associate RN program at EITC. From there he hopes to work in the trauma field – a place he has proven himself – maybe even as a flight nurse.

Dean said, "I have never seen a place like EITC that is so focused on the success of the individual student." IF

IDAHO STATE UNIVERSITY UNIVERSITY OF IDAHO UNIVERSITY PLACE IN IDAHO FALLS



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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
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SUBJECT

Approval of Temporary and Proposed Rules Governing Registration of Postsecondary Educational Institutions and Proprietary Schools

REFERENCE

April 18, 2007 Board approved temporary rules IDAPA 08.01.11.

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. This bill amended the 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 is required for institutions to register. The Board approved a temporary rule governing registration of postsecondary education institutions and proprietary schools on April 18, 2007 to bring the rules into compliance with this legislation.

DISCUSSION

During the 2008 Legislative session, staff worked on proposed legislation that would revise requirements for proprietary school registration; provide for registration of degree granting proprietary schools; provide requirements for the certificate of identification; revise requirements for and conditions for recovery from the Student Tuition Recovery Account; and revise assessment mechanisms for the Student Tuition Recovery Account. This legislation did not pass this session. The registration rules approved by the Board on April 18, 2007 were not submitted for legislative review because it was anticipated that new rules would need to be approved based on the amended legislation. As a result, IDAPA 08.01.11 expired at the end of the legislative session.

The attached temporary proposed rule is the rule previously approved by the board with revisions, including the addition of language allowing the Board to recognize other accreditation organizations on a case-by-case basis. This rule also does not address credit transfer as that is an issue more properly dealt with in Board policy. These rules need to be approved by the Board in order for the Office of the State Board of Education to continue with current registration procedures for postsecondary institutions and proprietary schools beginning with the July 1, 2008 registration year (fiscal year).

IMPACT

Approval of this rule will clarify the process for registering postsecondary education institutions and proprietary schools and bring administrative rules into compliance with Sections 33-2402 and 33-2403, Idaho Code.

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ATTACHMENTS

Attachment 1-Temporary and Proposed Rules Governing Registration Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends the approval of a temporary and proposed rule as presented to allow OSBE to proceed with registering affected institutions and schools and for issuing certificates of registration.

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 on April 18, 2008.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

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IDAPA 08
TITLE 01
CHAPTER 11

**08.01.11 - REGISTRATION OF POST SECONDARY 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.

001. TITLE AND SCOPE.

01. Title. This rule shall be cited as IDAPA 08.01.11, "Registration of Post Secondary Educational Institutions and Proprietary Schools."

02. Scope. This rule sets forth the registration requirements for post secondary 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.

002. WRITTEN INTERPRETATIONS.

There are no written interpretations of this rule.

003. ADMINISTRATIVE APPEALS.

The Administrative Procedures Act, Chapter 52, title 67, Idaho Code, applies to any denial of registration of any post secondary 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."

004. INCORPORATION BY REFERENCE.

There are no documents incorporated by reference.

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.

02. Mailing Address. The mailing address of the Board is P.O. Box 83720, Boise, Idaho 83720-0037.

03. Street Address. The offices of the Board are located at 650 W. State Street, Boise, Idaho.

04. Telephone. The telephone number of the Board is (208) 334-2270.

05. Facsimile. The facsimile number of the Board is (208) 334-2632.

06. Electronic Address. The electronic address of the Board is boardofed.idaho.gov. This rule is subject to the provisions of the Public Records Act, Title 9, Chapter 3, Idaho Code.

006. PUBLIC RECORDS ACT COMPLIANCE.

This rule is subject to the provisions of the Public Records Act, Title 9, chapter 3, Idaho Code.

007. -- 009. (RESERVED).

010. DEFINITIONS.

01. Accredited. Defined in Section 33-2401(1), Idaho Code, and means that a post secondary

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educational institution has been recognized or approved as meeting the standards established by an accrediting organization recognized by the Board.

02. Agent. 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.

03. Agent's Permit. Defined in section 33-2401(3), Idaho Code, and means a nontransferable written document issued to an agent by the Board or its designee.

04. Course. 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.

05. Course or Courses of Study. 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.

06. Degree. 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 post secondary educational institution or other entity which may be used for any purpose whatsoever.

07. Post Secondary 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.

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.

011. -- 099.(RESERVED).

100. RECOGNITION OF ACCREDITATION ORGANIZATIONS.

Registration of Post Secondary Educational Institutions. For purposes of registration of post secondary educational institutions, the Board recognizes the regional accreditation organizations listed in subsections 100.01. through 100.06., below. In addition, the Board recognizes institutional accreditation organizations which are also recognized by and in good standing with both the United States Department of Education and by the Council for Higher Education Accreditation, and which accredit entire colleges or universities, and which do not accredit only courses or courses of study (such as specialized accreditation organizations). Further, the Board may recognize other accreditation organizations on a case-by-case basis. A request for recognition of other accreditation organizations for purposes of registration 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 decision based on such evaluation and review.

01. 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.

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02. 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.

03. 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.

04. Northwest Commission on Colleges and Universities (NWCCU) - Accredits post secondary educational institutions in Alaska, Idaho, Montana, Nevada, Oregon, Utah, and Washington.

05. 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.

06. 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.

101. -- 199. (RESERVED).

200. REGISTRATION OF POST SECONDARY EDUCATIONAL INSTITUTIONS.

01. Registration Requirement.

a. Unless exempted by statute or this rule, as provided herein, a post secondary 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 on behalf of such institution, or advertise in this state, unless registered.

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 post secondary 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.

03. Institutions Exempt from Registration.

a. Idaho public post secondary 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.

b. Certain Idaho private, not for profit, post secondary educational institutions. A private, not for profit, post secondary 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 organization recognized by the Board, as set forth in Section 100 of this rule, shall not be required to register. A private, not for profit, institution is located within the state of Idaho only if it has been lawfully organized in the state of Idaho and its principal place of business is located within the state of Idaho.

04. Institutions That Must Register.

a. Out-of-state public post secondary 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.

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b. Out-of-state private, not for profit, post secondary educational institutions. An out-of-state private, not for profit, post secondary educational institution must register as provided herein.

c. Certain Idaho private, not for profit, post secondary educational institutions. A private, not for profit, post secondary 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.

d. For-profit post secondary educational institutions. A post secondary 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.

05. Exception to Registration Requirement for Certain Post Secondary Institutions.

a. A post secondary 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 300 of this rule.

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.

06. Application. A post secondary 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 or its designee. 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.

07. Registration Fees. The Board shall assess an annual registration fee for initial registration, or renewal of registration, of a post secondary 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 two thousand dollars (\$2,000). Registration fees are not refundable.

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.

09. Information Required. Such application must include the information requested on the application form, as well as the following information:

a. If an institution that is required to register under this rule is accredited by an accreditation organization recognized by the Board in Section 100 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, and will not be required to submit information and/or documentation that documents compliance with Standards I through VI, set forth in Subsections 200.10.a. through 200.10.f. of this rule. Such institution must submit the following information and/or documentation with its application for registration:

- i. Copy of most recent accreditation report;
- ii. Current list of chief officers - e.g. president, board chair, chief academic officer, chief fiscal officer;
- iii. Most recent copy of strategic plan;
- iv. Enrollment data for current and past two (2) years;
- v. Copy of annual audited financial statement;
- vi. 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.

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

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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.

10. Approval Standards for Post Secondary Educational Institutions. Except as provided in Subsection 200.09.a, an institution applying for registration must meet, or demonstrate that it will meet, all of the following standards:

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 post secondary educational institutions.

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.

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.

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.

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 post secondary educational experience at an accredited institution.

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.

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.

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.

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.

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.

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:

(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;

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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;
- (3) Baccalaureate Degree: A credential awarded for completion of requirements entailing at least four (4) years of full-time academic work;
- (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
- (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.

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.

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.

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.

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.

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.

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.

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.

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 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

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extent of available student services; complete and clearly stated information about the transferability of credit to other post secondary 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.

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.

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.

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.

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.

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.

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.

iv. The ratio of faculty to students in each course must be sufficient to assure effective instruction.

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.

vi. Procedures for evaluating faculty must be established, including provisions for promoting faculty and recognizing scholarly contributions to their academic discipline.

vii. A faculty development program must be established to encourage professional advancement and to enhance one's knowledge and instructional expertise.

e. Standard V - Resources, Financial Resources, and Facilities. The institution must have adequate financial resources to accomplish its educational mission and objective.

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.

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.

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.

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 not for 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.

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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.

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.

i. The institution must have adequate library facilities for the library holdings, space for study, and workspace for the librarian and library staff.

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.

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.

iv. The library must be administered by professionally trained staff supported by sufficient personnel.

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.

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.

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. An institution must remain in compliance for the registration year.

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.

15. Certificate of Registration.

a. A certificate of registration will be issued to a post secondary 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.

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.

16. Disapproval and Appeal. If a post secondary 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.

17. Withdrawal of Approval.

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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."

b. Withdrawal of approval may be for one or more of the following reasons:

- i. Violation of Chapter 24, Title 33, Idaho Code or this rule;
- ii. Providing false, misleading, deceptive, or incomplete information to the Board;
- iii. Presenting to prospective or current students information about the institution which is false, fraudulent, misleading, deceptive, or inaccurate in a material respect; or
- iv. Refusing to allow reasonable inspection or to supply reasonable information after a written request by the Board has been received.

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.

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300. 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 Division of Professional-Technical Education (PTE) to register proprietary schools, in accordance with this rule.

02. Registration Requirement.

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 PTE. 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.

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.

03. Exemptions from Registration. The following individuals or entities are specifically exempt from the registration requirements of this rule:

a. An individual or entity that offers instruction or training solely a vocational 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 post secondary credit through a consortium of public and private colleges and universities under the auspices of the western governors.

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04. Application. A proprietary school that is required to register under this rule must submit to PTE an application for registration (either an application for initial registration, or renewal of registration, as applicable), on a form approved by PTE. 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.

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.

06. Deadline for Registration. An initial application for registration may be submitted to PTE at anytime. A school should expect PTE'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 PTE on or before the first business day of May that precedes a registration year.

07. Information Required.

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 300.08.a. through 300.08.e. of this rule.

b. PTE 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 300.05 of this rule, shall remain applicable.

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.

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.

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 PTE.

ii. The ownership of the school, its agents, and all school officials must be identified by name and title.

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.

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.

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.

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.

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. Courses or courses of study will be designed using 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.

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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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

d. Standard IV - Faculty Qualifications and Compensation.

i. Instructor qualifications (training and experience) must be described and the assigned location for each instructor must be identified.

ii. There must be a sufficient number of full-time instructors to maintain the continuity and stability of courses.

iii. The ratio of instructors to students in each course must be sufficient to assure effective instruction.

iv. Commissions may not be used for any portion of the faculty compensation.

v. Procedures for evaluating instructors must be established. Provisions for student evaluation are recommended.

e. Standard V - Resources, Finance, Facilities, and Instructional Resources.

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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.

ii. The school must have sufficient resources so that, together with tuition and fees, it is able to complete its educational obligations to currently enrolled 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).

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.

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.

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.

09. Additional Information. If PTE 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 PTE may notify the school of additional information that it will be required to provide in connection with the application for registration.

10. Verification of Information. PTE 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 PTE incurs including travel, associated with this review.

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 300.08.a. through 300.08.e. of this rule. A school must remain in compliance for the registration year.

12. Public Information. All information submitted to PTE is public information, and is subject to disclosure as set forth in the Public Records Act, Title 9, Chapter 3, Idaho Code.

13. Certificate of Registration.

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 PTE shall advertise or represent in any manner that it is accredited by PTE. An institution may only represent that it is: "Registered with Idaho Division of Professional-Technical Education." Registration is not an endorsement of the school.

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 PTE prior to issuance of the certificate of registration, then the school may submit a supplemental application to PTE, on a form approved by PTE, and pay any additional registration fees that are applicable. If approved, PTE will issue a revised certificate of registration evidencing such approval.

14. Disapproval and Appeal. If a proprietary school's request for initial registration or a renewal of registration is disapproved by PTE, 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 PTE within thirty (30) days of the date the school is notified of the disapproval.

15. Withdrawal of Approval.

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a. PTE 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."

b. Withdrawal of approval may be for one or more of the following reasons:

- i. Violation of Chapter 24, Title 33, Idaho Code or this rule.
- ii. Providing false, misleading, deceptive, or incomplete information to PTE.
- iii. Presenting to prospective or current students information about the school which is false, fraudulent, misleading, deceptive, or inaccurate in a material respect; or
- iv. Refusing to allow reasonable inspection or to supply reasonable information after a written request by PTE has been received.

c. If any information contained in the application submitted by the school becomes incorrect or incomplete, then the registered school shall notify PTE of such change within thirty (30) days. A school that ceases operation during the course of a registration year shall immediately notify PTE of this event.

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. The school shall complete a criminal history check that includes the State Bureau of Identification, Federal Bureau of Investigation and statewide sex offender registry for each agent having direct contact with minors in the minor's home or at secondary schools, prior to making application for the agent's permit.

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.

18. Surety Bond. Each proprietary school shall comply with the provisions in Section 33-2406, Idaho Code, relating to a surety bond.

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.

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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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SUBJECT

Presentation by Board Staff on the release of the “Knocking at the College Door Projections of High School Graduates by State and Race/Ethnicity, 1992-2022.”

BACKGROUND

The Western Interstate Commission for Higher Education (WICHE) periodically compiles projections of high school graduates for public and nonpublic schools including the nation, four geographic regions, all 50 states and the District of Columbia. These projections provide a useful indicator of how the supply of high school graduates and the corresponding demand for postsecondary education are expected to change in the years to come. The purpose of this presentation is to inform the Board of the projections from the recently released 7th edition of this publication. The focus will be on Idaho and the surrounding states to assist the Board in planning and policymaking.

DISCUSSION

In order to continue planning, developing, and implementing strategies to build the foundation for a comprehensive, coordinated education system, predictive information on the pipeline of students and changes in the demographics is beneficial. The information presented from this study indicates that, unlike other states which will experience stagnate or declining growth, Idaho’s growth curve is expected to continue uninterrupted throughout the projection period. It is anticipated that Idaho will experience manageable growth lasting until 2012-13, at which time the state is projected to enter into a period of more rapid growth.

While Idaho has ranked high in the nation regarding the percentage of high school graduates, there is still work to be done to assure access to and completion of postsecondary education or workforce training. This report provides information that can assist in the planning for the continued growth in Idaho’s high school graduates, and inform the Board as they continue planning for increased postsecondary participation rates in Idaho.

ATTACHMENTS

Attachment 1 – Executive Summary	Page 3
Attachment 2 – Idaho State Summary	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The full report is available for further study at: www.wiche.edu/policy/Knocking.

BOARD ACTION

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

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Knocking at the College Door

Projections of High School Graduates by State and Race/Ethnicity, 1992-2022

EXECUTIVE SUMMARY

This publication of *Knocking at the College Door* marks the 7th edition of the Western Interstate Commission for Higher Education's projections of high school graduates. It updates forecasts of the number of high school graduates for public and nonpublic schools for the nation, four geographic regions, and all 50 states and the District of Columbia, and also includes projections of public school graduates by race/ethnicity. (In addition, we've posted individual state profiles on our website at www.wiche.edu/policy – follow the links to this publication's web page.) Projections for public school graduates cover the period 2005-06 through 2021-22 in this edition, while actual data are reported for preceding years back to 1991-92. The years of coverage for estimates and projections for nonpublic school graduates differ by state, although projections most commonly begin for that sector in 2002-03. Projections of school enrollments are also included, though they are not the central focus of the publication.

These projections provide a useful indicator of how the supply of high school graduates and the corresponding demand for postsecondary

education are expected to change in the years to come. As such, these data have many uses, especially in planning and policymaking in an era when education – and increasingly, postsecondary education – are essential for the success of individuals and society as a whole. These projections offer a view into the future, indicating ways in which the current “system” of education may need to adapt to accommodate rapidly changing demographic conditions. There are two main sets of findings to be drawn from these projections.

Changes in Total Production of High School Graduates

Predicted changes in total production of high school graduates for the nation and individual states account for the first set of findings. The overall demand for education is a central concern for policymakers and for planners at the state, school district, school, and postsecondary institutional levels. Demand helps determine how much space is needed to ensure each student has access to a quality education, both within the K-12 system and at colleges and universities.

Projections indicate that the nation can expect that:

- ✦ The rapid and sustained expansion in the number of high school graduates that began in the early 1990s will initially continue.
- ✦ This expansion will reach a peak in 2007-08, when total graduates from public and nonpublic schools will exceed 3.34 million.
- ✦ The production of high school graduates will slow moderately between 2008-09 and 2014-15.
- ✦ After 2007-08 overall production of high school graduates will become much more stable for the foreseeable future than it was during the expansion period, when it was growing by leaps and bounds.

Since the responsibility for providing education largely falls on the states, demographic data at the state level are especially valuable. These projections show that states face very different demographic futures. In terms of total production of high school graduates, states may be categorized into six groups, based on the projected change in high school graduates between the last year for which actual data were available, 2004-05, and a decade later.

- ✦ **Dwindling production (losses of 10 percent or more):** Kansas, Louisiana,¹ Montana, New Hampshire, North Dakota, South Dakota, Vermont, and Wyoming (eight states).
- ✦ **Slowing production (losses of between 10 and 5 percent):** Massachusetts, Michigan, Minnesota, Nebraska, New York, Ohio, Pennsylvania, Rhode Island, West Virginia, and Wisconsin (10 states).
- ✦ **Stable production (changes falling between a loss of 5 percent and an increase of 5 percent):** Alaska, California, Connecticut, Hawaii, Illinois, Iowa, Kentucky, Maine, Maryland, Mississippi, Missouri, New

Mexico, Oklahoma, Oregon, South Carolina, Tennessee, and Washington (17 states).

- ✦ **Manageable expansion (increases of between 5 and 10 percent):** Alabama, Colorado, Delaware, District of Columbia, New Jersey, and Virginia (five states plus D.C.).
- ✦ **Rapid expansion (increases of between 10 and 20 percent):** Arkansas, Idaho, Indiana, and North Carolina (four states).
- ✦ **Explosive growth (increases greater than 20 percent):** Arizona, Florida, Georgia, Nevada, Texas, and Utah (six states).

These categories highlight how very different the futures of individual states look. They also show that the bulk of the growth is concentrated in the South and in the West, and especially in states in the lower latitudes of those regions. But this categorization scheme oversimplifies and obscures considerable variation in how individual states' production of high school graduates will change in the time between 2004-05 and 2014-15 and beyond. Individual states' projections are available in the tables in Appendix A.

Escalating Diversification

The second key theme arising out of these projections relates to how the nation and most states are experiencing a shift in the racial/ethnic composition of their populations. In particular, the population of minority groups and especially Hispanics is increasing rapidly, while growth among White non-Hispanics is not projected to keep pace.

Among high school graduates, the story is much the same. The nation and more and more states are closing in on "majority-minority" status relative to public high school graduating classes, in which the number of graduates who are not White non-Hispanic exceeds the number

of graduates who are. Between 2004-05 and 2014-15, WICHE projects that the nation's public high schools will produce:

- ✦ Almost 207,000 more Hispanic graduates (an increase of 54 percent).
- ✦ Nearly 46,000 more Asian/Pacific Islander graduates (an increase of 32 percent).
- ✦ About 12,000 more Black non-Hispanic graduates (an increase of 3 percent).
- ✦ About 2,000 more American Indian/Alaska Native graduates (an increase of 7 percent).
- ✦ Nearly 197,000 fewer White non-Hispanic graduates (a decline of 11 percent).

These data show that minorities account for all the growth in the our public high schools' production of graduates.² Especially noteworthy is that the projected increase in Hispanic graduates alone more than offsets the decrease in White non-Hispanic graduates. In fact, if minority students completed high school at the same rate that White non-Hispanic students do, this shift would be even more dramatic.

Clearly, the composition of our schools is changing. State policymakers and officials in school districts, K-12 schools, and postsecondary institutions need to be aware of these changes and how they might impact curriculum and preparation, the demand for support services, the demand for postsecondary education, affordability, and other issues.

The national trends are playing out in many states as well. The number of Hispanic graduates from public schools is expected to rise in all states except Hawaii by 2014-15, with the largest increases in the southern parts of the West and the South. In percentage terms, however, states all over the country will need to educate substantially more Hispanic students – and will be producing more Hispanic graduates

– than they did previously. And Hispanics are not the only group that can expect to grow: the number of Asian/Pacific Islander graduates will climb in virtually all states, with rapid growth rates seen in many of them. Conversely, by 2014-15 only six states will graduate more White non-Hispanic students than they did in 2004-05, while the majority of states outside the South can expect average annual declines in their production of White non-Hispanic graduates. Appendix A contains detailed tables for each state, including actual and projected data for graduates by race/ethnicity.

How These Data Might Be Used

Demographic data such as these projections are vital to crafting effective policy solutions to the challenge of providing high-quality educational opportunities to all students. One of the most important implications that arises from these projections is that the stark differences in individual states' overall production of high school graduates present entirely different challenges to educational planners and policymakers and necessitate carefully tailored policy approaches. In other words, states, school districts, schools, and postsecondary institutions should carefully examine demographic data and projections such as these before adopting any policy solution (especially a policy enacted by one of its counterparts), to ensure that it fits its own needs and conditions.

Beyond that, these data have many potential uses for a variety of audiences. A few examples of how they might be effectively employed follow.

- ✦ *State policymakers* may use the projections to adjust accountability schemes, to give schools, school districts, and postsecondary institutions incentives to reach out to and serve traditionally underrepresented student populations more effectively. In states anticipating a large expansion of high school graduates, for example, policymakers may

use the projections to estimate the scope of the capacity challenge ahead of them and to craft solutions that leverage proven technology to deliver education more efficiently. Policymakers in states expecting a downturn may rely on the projections to implement changes in the nonresident tuition rate for their postsecondary institutions, as one way to appeal to neighboring states with a surplus of graduates; or they may use them as a rationale for committing more resources to programs, like WICHE's Western Undergraduate Exchange (<http://wue.wiche.edu>), that help facilitate student mobility across state lines.

- ✦ Given the rapid increase in the number of traditionally underrepresented students, combined with projected stagnation in the supply of high school graduates, *college presidents* may respond by adjusting the ways in which they reach out to minority students and adults. Such adjustments may influence the curricula, as well as the times when and the locations where courses are taught; or they may affect institutional tuition and financial aid policies.
- ✦ *Researchers* can employ the data to forecast additional data points of use to public policymakers. They may also make the data a central element of an argument for increased attention to issues of postsecondary access, success, and equity.

These projections indicate that our nation's schools have big but varied challenges ahead of them. Those challenges are about assuring adequate capacity, preserving or enhancing educational quality, and responding to rapidly changing student bodies. The 50 states' educational policies will have a crucial effect on how well schools are able to respond to those challenges. Our ability to meet these challenges will go a long way in determining whether all individuals have an equal opportunity to obtain a good education, get a decent job, and be productive contributors to our society and economy. It will also play a pivotal role in whether our states and our nation can remain competitive in a global, knowledge-based economy that is dependent upon our improving the educational attainment levels of all citizens, including those minority populations that are clearly growing the fastest in our society.

Endnotes

¹ Louisiana's projections were substantially influenced by the aftermath of Hurricane Katrina. More information and analysis on how the state's projections were affected is available in Chapter 4.

² A complete picture of the racial/ethnic composition of the high school graduate cohort is not possible because data on race/ethnicity are insufficient for nonpublic schools and homeschooled, although public schools account for a large majority of enrollments nationally.

WICHE



Western Interstate Commission for
Higher Education

3035 Center Green Drive • Suite 200

Boulder, Colorado 80301-2204

303.541.0200

www.wiche.edu

The Western Interstate Commission for Higher Education (WICHE) is an interstate compact created by formal legislative action of the states and the U.S. Congress. Its mission is to work collaboratively to expand educational access and excellence for all citizens of the West. Member states are: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

Knocking at the College Door: Projections of High School Graduates by State and Race/Ethnicity was prepared by WICHE's Public Policy and Research unit, which conducts research and policy analysis on current and emerging issues in higher education and communicates this information and analysis to education and government policymakers.

This report is available online at <http://www.wiche.edu/policy/Knocking>

For additional inquiries, please contact the Public Policy and Research unit at 303.541.0269 or publications@wiche.edu.

Knocking at the College Door

Projections of High School Graduates by State and Race/Ethnicity, 1992-2022

IDAHO

At over 3.3 million, the nation's graduating class of 2007-08 is projected to be history's largest. In fact, 2007-08 will mark the last year in an era of continuous growth in the nation's production of high school graduates, a period that reaches back to 1994. Over that time, the number of graduates swelled by 35.7 percent. In 2008-09, however, our country will begin a protracted period during which its production of high school graduates is expected to stagnate, assuming existing patterns persist. The number of graduates nationally will dip slightly over the next several years before growth resumes at a slower pace around 2015. Ultimately, projections indicate that between 2004-05 (the last year of available actual data) and 2021-22, the number of high school graduates will grow by approximately 265,000, or 8.6 percent.

The national data obscure significant variations in this picture at the regional and state levels, however. Regionally, in the decade leading up to 2004-05, the number of high school graduates grew the fastest in the West at 34 percent, with the South growing by 23.5 percent, the Northeast by 20.7 percent, and the Midwest by 14.2 percent. But the regions face very different futures in the years to come. The South will see the most growth in its production of high school graduates, at about 9 percent by 2014-15; and the West's numbers will climb by 7.1 percent. But the number of graduates produced in the Northeast and the Midwest will decline – by 6.1 and 3 percent, respectively.

As with the national view, the regional picture masks considerable variation at the state level (Figure 1).

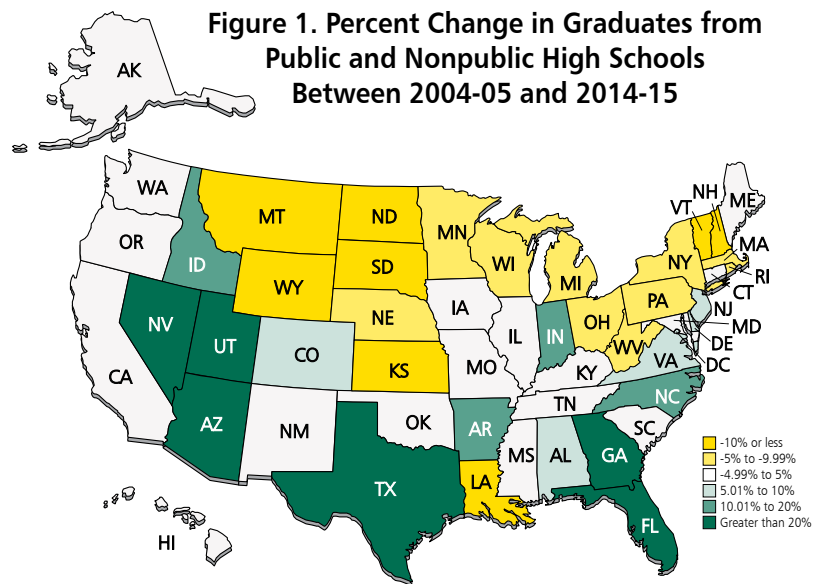
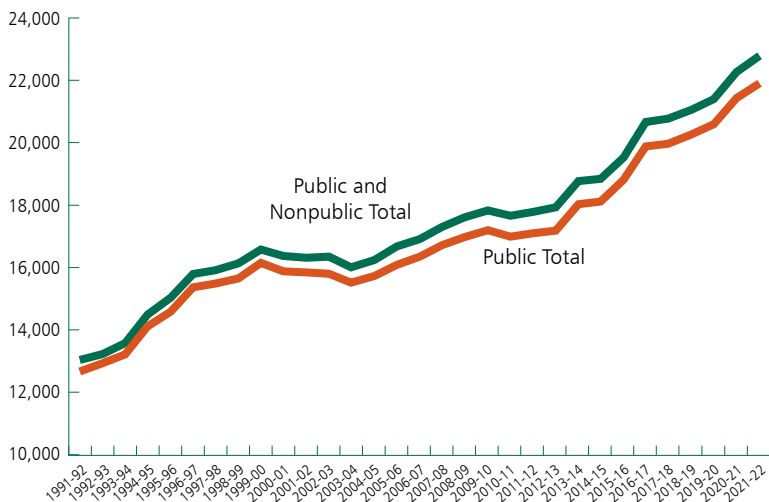


Figure 2. Idaho High School Graduates 1991-92 to 2004-05 (Actual), 2005-06 to 2021-22 (Projected)



Idaho produced 1,744 more graduates in 2004 than it did a decade earlier, an increase of 12 percent. Projections indicate that Idaho will continue growing, assuming existing patterns of high school completion and migration continue. The state projects to produce about 2,600 more high school graduates in the decade after 2004-05, an increase of nearly 16 percent.

Idaho experienced rapid growth in its production of high school graduates between 1991-92 and 1999-2000, followed by a slight slowdown through 2003-04 (Figure 2). In 2004-05, the most recent year for which actual data were available, 15,768 students graduated from public high schools in Idaho, 3,034 more graduates than were produced in 1991-92, representing growth of 23.8 percent. Nonpublic schools do not play a substantial role in Idaho's production of graduates, but they added an estimated 528 in 2004-05, which was 175 more than graduated in 1991-92. Of the state's total number of high school graduates each year, nonpublic schools produced an estimated 3 percent, on average.

Unlike much of the rest of the nation, Idaho won't see its production of high school graduates stagnate or decline. Instead, Idaho's growth curve is expected to continue uninterrupted throughout the projected period. Initially, Idaho can anticipate manageable growth, lasting until 2012-13, during which time the number of high school graduates is projected to rise by about 1,650 over the 2004-05 level (10.1 percent). Thereafter, the state projects to enter a period of more rapid growth, possibly adding nearly 5,000 graduates by 2021-22 (27 percent), ultimately reaching about 23,000 total graduates.

In addition, the racial/ethnic composition of Idaho's public high school graduating classes will show substantial diversification over the coming decade and beyond (Figure 3). In 1994-95, White non-Hispanic graduates accounted for 93.8 percent of the graduates from public high schools. A decade later, that proportion had dropped to 88.3 percent. The next decade in Idaho will see further declines in the share of public high school graduates who are White non-Hispanic, with projections indicating it will reach 82.9 percent by 2014-15.

These changes are roughly comparable to the experience of states all over the country. Although the magnitude may differ substantially, the nation as a whole is undergoing sweeping changes in the racial/ethnic composition of its population. In Idaho, as in other states, the big changes are mainly the result of rapid growth in the number of Hispanic high school students and graduates. However, unlike most other states, in Idaho, the numbers of White non-Hispanic graduates and those from all other races/ethnicities are also projected to rise.

Hispanic graduates from public schools in Idaho numbered 1,260 in 2004-05, but within a decade they are projected to number 2,131, an increase of 69.1 percent (Figure 4). In Idaho this is not even the fastest rate of growth, as the number of Black non-Hispanic graduates is projected to climb by 109.4 percent over the same period. Even American Indians/Alaska

Natives will see a faster rate of increase, at 74.9 percent. But because the number of Black non-Hispanic and American Indian/Alaska Native graduates in 2004-05 was relatively low, at just 88 and 203, respectively, their growth will not have as significant an impact as that of the Hispanic population. Meanwhile, White non-Hispanics will also see more modest growth in their numbers over the same timeframe, with projections showing an increase from 13,921 in 2004-05 to 15,194 in 2014-15, or 9.1 percent. Finally, the rate of increase in Asian/Pacific Islander graduates is projected to be substantial, at 59.8 percent, with their numbers rising from 296 in 2004-05 to 473 a decade later.

Figure 4. Idaho High School Graduates by Race/Ethnicity 1991-92 to 2004-05 (Actual), 2005-06 to 2021-22 (Projected)

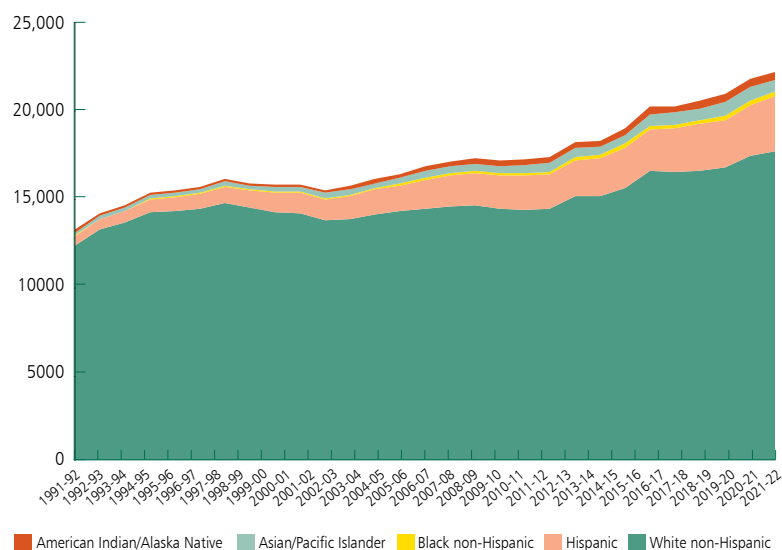
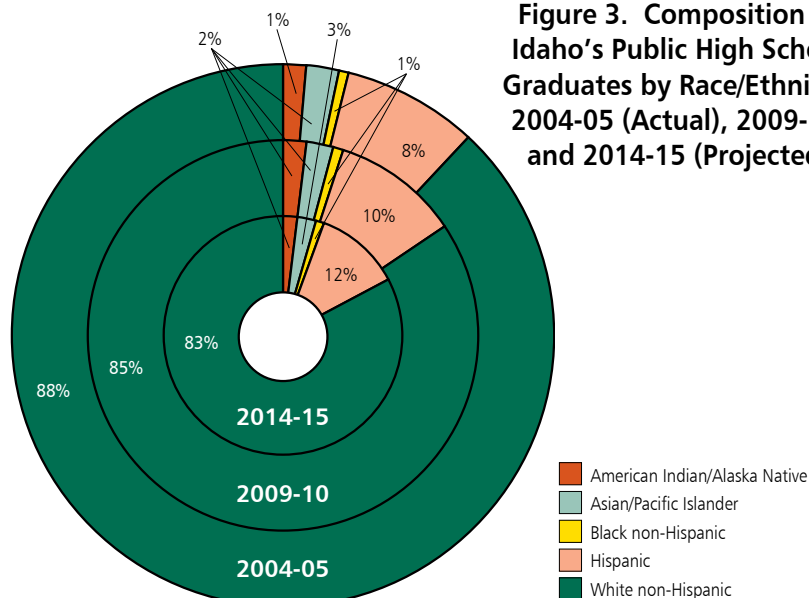


Figure 3. Composition of Idaho's Public High School Graduates by Race/Ethnicity 2004-05 (Actual), 2009-10, and 2014-15 (Projected)



For more information, contact: Dolores Mize, Vice President, Public Policy and Research, 303.541.0221, dmize@wiche.edu; or Brian Prescott, Senior Research Analyst, Public Policy and Research, 303.541.0255, bprescott@wiche.edu. To view the full publication or to place an order for a bound copy, visit our website at www.wiche.edu/policy.

INSTRUCTION, RESEARCH & STUDENT AFFAIRS
APRIL 17-18, 2008

SUBJECT

Title II, Part A, Subpart 1 Grants to States, State Activities Funds

REFERENCE

June 17-18, 2004

The Board approved retaining funds pertaining to the Title IIA State Activities grant for management by the Board office.

BACKGROUND

The State of Idaho receives approximately \$13,987,032 in Title II, Part A Improving Teacher Quality State Grant funds; of those funds, 1% from the total award amount is set aside for administrative costs. From that remaining balance, 95% of those funds are to then be made available to the local educational agencies (LEAs) in the form of sub grants. Then, from the remaining 5%, the State Educational Agency (SEA) reserves 2.5% for state-level activities described in the Elementary Secondary Education Act, Sec. 2113 (c), and the remaining 2.5% is allocated to the State Agency for Higher Education (SAHE) to make competitive sub grants to eligible Idaho Higher Education (IHE)-LEA partnerships.

The 2.5% state activities fund is approximately \$340,000 annually. The funds are used to support improvements in the recruiting, hiring, training and retention of the state's teaching force, with an emphasis on increasing Idaho's number of "highly qualified" teachers (HQT).

In 2003 the Board moved to retain the Title IIA State Activities funds for greater oversight instead of automatically passing them through to the State Department of Education (SDE) to administer.

DISCUSSION

The State Department of Education is closely involved with the administration and implementation of programs to address teaching quality in Idaho's classrooms. Presently, the Division of Teacher Certification and Professional Standards in the State Department of Education are specifically working to ensure Idaho meets the federal requirements for 'highly-qualified' teachers. The types of programs the Division is establishing are well suited for the prescribed use of the Title IIA State Activities funds.

ATTACHMENTS

Attachment 1- Elementary Secondary Education Act, Sec. 2113

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the Title IIA State Activities funds, CFDA 84.367A be deposited directly to the State Department of Education (SDE) account though the State Treasurer's Office. SDE will distribute and expend the funds in accordance with the federal guidelines and requirements.

INSTRUCTION, RESEARCH & STUDENT AFFAIRS
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BOARD ACTION

A motion to authorize State Department of Education (SDE) to administer and implement the Title IIA State Activities Funds (CDFA 84.367A) from the U.S. Department of Education in accordance with the federal guidelines.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Attachment 1

ELEMENTARY & SECONDARY EDUCATION

Subpart 1 — Grants to States

SEC. 2113. STATE USE OF FUNDS.

(a) IN GENERAL- A State that receives a grant under section 2111 shall —
 (1) reserve 95 percent of the funds made available through the grant to make subgrants to local educational agencies as described in subpart 2;
 (2) reserve 2.5 percent (or, for a fiscal year described in subsection (b), the percentage determined under subsection (b)) of the funds to make subgrants to local partnerships as described in subpart 3; and
 (3) use the remainder of the funds for State activities described in subsection (c).

(b) SPECIAL RULE- For any fiscal year for which the total amount that would be reserved by all States under subsection (a)(2), if the States applied a 2.5 percentage rate, exceeds \$125,000,000, the Secretary shall determine an alternative percentage that the States shall apply for that fiscal year under subsection (a)(2) so that the total amount reserved by all States under subsection (a)(2) equals \$125,000,000.

(c) STATE ACTIVITIES- The State educational agency for a State that receives a grant under section 2111 shall use the funds described in subsection (a)(3) to carry out one or more of the following activities, which may be carried out through a grant or contract with a for-profit or nonprofit entity:

(1) Reforming teacher and principal certification (including recertification) or licensing requirements to ensure that —

 (A)(i) teachers have the necessary subject matter knowledge and teaching skills in the academic subjects that the teachers teach;
 and

 (ii) principals have the instructional leadership skills to help teachers teach and students learn;

 (B) teacher certification (including recertification) or licensing requirements are aligned with challenging State academic content standards; and

 (C) teachers have the subject matter knowledge and teaching skills, including technology literacy, and principals have the instructional leadership skills, necessary to help students meet challenging State student academic achievement standards.

(2) Carrying out programs that provide support to teachers or principals, including support for teachers and principals new to their profession, such as programs that —

INSTRUCTION, RESEARCH & STUDENT AFFAIRS
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- (A) provide teacher mentoring, team teaching, reduced class schedules, and intensive professional development; and
- (B) use standards or assessments for guiding beginning teachers that are consistent with challenging State student academic achievement standards and with the requirements for professional development activities described in section 9101.

(3) Carrying out programs that establish, expand, or improve alternative routes for State certification of teachers and principals, especially in the areas of mathematics and science, for highly qualified individuals with a baccalaureate or master's degree, including mid-career professionals from other occupations, paraprofessionals, former military personnel, and recent college or university graduates with records of academic distinction who demonstrate the potential to become highly effective teachers or principals.

(4) Developing and implementing mechanisms to assist local educational agencies and schools in effectively recruiting and retaining highly qualified teachers, including specialists in core academic subjects, principals, and pupil services personnel, except that funds made available under this paragraph may be used for pupil services personnel only —

- (A) if the State educational agency is making progress toward meeting the annual measurable objectives described in section 1119(a)(2); and
- (B) in a manner consistent with mechanisms to assist local educational agencies and schools in effectively recruiting and retaining highly qualified teachers and principals.

(5) Reforming tenure systems, implementing teacher testing for subject matter knowledge, and implementing teacher testing for State certification or licensing, consistent with title II of the Higher Education Act of 1965.

(6) Providing professional development for teachers and principals and, in cases in which a State educational agency determines support to be appropriate, supporting the participation of pupil services personnel in the same type of professional development activities as are made available to teachers and principals.

(7) Developing systems to measure the effectiveness of specific professional development programs and strategies to document gains in student academic achievement or increases in teacher mastery of the academic subjects the teachers teach.

(8) Fulfilling the State educational agency's responsibilities concerning proper and efficient administration of the programs carried out under this

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part, including provision of technical assistance to local educational agencies.

(9) Funding projects to promote reciprocity of teacher and principal certification or licensing between or among States, except that no reciprocity agreement developed under this paragraph or developed using funds provided under this part may lead to the weakening of any State teaching certification or licensing requirement.

(10) Developing or assisting local educational agencies in the development and use of proven, innovative strategies to deliver intensive professional development programs that are both cost-effective and easily accessible, such as strategies that involve delivery through the use of technology, peer networks, and distance learning.

(11) Encouraging and supporting the training of teachers and administrators to effectively integrate technology into curricula and instruction, including training to improve the ability to collect, manage, and analyze data to improve teaching, decision-making, school improvement efforts, and accountability.

(12) Developing, or assisting local educational agencies in developing, merit-based performance systems, and strategies that provide differential and bonus pay for teachers in high-need academic subjects such as reading, mathematics, and science and teachers in high-poverty schools and districts.

(13) Providing assistance to local educational agencies for the development and implementation of professional development programs for principals that enable the principals to be effective school leaders and prepare all students to meet challenging State academic content and student academic achievement standards, and the development and support of school leadership academies to help exceptionally talented aspiring or current principals and superintendents become outstanding managers and educational leaders.

(14) Developing, or assisting local educational agencies in developing, teacher advancement initiatives that promote professional growth and emphasize multiple career paths (such as paths to becoming a career teacher, mentor teacher, or exemplary teacher) and pay differentiation.

(15) Providing assistance to teachers to enable them to meet certification, licensing, or other requirements needed to become highly qualified by the end of the fourth year for which the State receives funds under this part (as amended by the No Child Left Behind Act of 2001).

INSTRUCTION, RESEARCH & STUDENT AFFAIRS
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(16) Supporting activities that ensure that teachers are able to use challenging State academic content standards and student academic achievement standards, and State assessments, to improve instructional practices and improve student academic achievement.

(17) Funding projects and carrying out programs to encourage men to become elementary school teachers.

(18) Establishing and operating a center that —

(A) serves as a statewide clearinghouse for the recruitment and placement of kindergarten, elementary school, and secondary school teachers; and

(B) establishes and carries out programs to improve teacher recruitment and retention within the State.

(d) ADMINISTRATIVE COSTS- A State educational agency or State agency for higher education receiving a grant under this part may use not more than 1 percent of the grant funds for planning and administration related to carrying out activities under subsection (c) and subpart 3.

(e) COORDINATION- A State that receives a grant to carry out this subpart and a grant under section 202 of the Higher Education Act of 1965 shall coordinate the activities carried out under this subpart and the activities carried out under that section.

(f) SUPPLEMENT, NOT SUPPLANT- Funds received under this subpart shall be used to supplement, and not supplant, non-Federal funds that would otherwise be used for activities authorized under this subpart.

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008**

TAB	DESCRIPTION	ACTION
1	PRESIDENTS' COUNCIL REPORT	Information Item
2	UNIVERSITY OF IDAHO PROGRESS REPORT	Information Item
3	IDAHO DIVISION OF PROFESSIONAL- TECHNICAL EDUCATION PROGRESS REPORT	Information Item
4	2007 LEGISLATIVE UPDATE	Information Item
5	IDAHO ASSOCIATION OF SCHOOL ADMINISTRATORS – ADEQUATE YEARLY PROGRESS PROPOSAL	Information Item
6	UNIVERSITY OF IDAHO RETIREMENT PLAN	Information Item
7	STATE BOARD OF EDUCATION STRATEGIC PLAN	Motion to Approve
8	STATE BOARD OF EDUCATION PROPOSED TRANSFER OF GEAR UP PROGRAM	Motion to Approve
9	STATE BOARD OF EDUCATION 2ND READING – POLICIES I.M. AND III.M.	Motion to Approve

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17–18, 2008

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
APRIL 17-18, 2008

SUBJECT

University of Idaho Progress Report

BACKGROUND

Periodically, the institutions of higher education in the State of Idaho are requested to provide a progress report to the members of the State Board of Education. It has been about one year since University of Idaho has supplied an overview of its status and accomplishments.

DISCUSSION

Dr. Timothy White, President of University of Idaho, will be in attendance at the meeting and present a summary of the accomplishments and future goals of the university.

IMPACT

President White's presentation will provide the State Board members and others with current status information about University of Idaho.

STAFF COMMENTS AND RECOMMENDATIONS

No staff comments or recommendations are needed at this time.

BOARD ACTION

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

SUBJECT

State Division of Professional Technical Education Progress Report (PTE)

BACKGROUND

In an effort to allow the agencies under the authority of the State Board of Education an opportunity to present to the State Board of Education on a more regular basis, one of the agencies will be making a presentation before the Board at each meeting. This report will be a progress report and an opportunity for the agency to supply and overview of its status and accomplishments.

DISCUSSION

Ann Stephens, Associate Administrator of the Division of Professional Technical Education (PTE), will be in attendance at the meeting and present a summary of the accomplishments and future goals of PTE.

IMPACT

Mrs. Stephens presentation will provide the State Board members and others with current status information about PTE.

ATTACHMENTS

Attachment 1 – PTE Fact Sheet

Page 3

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.

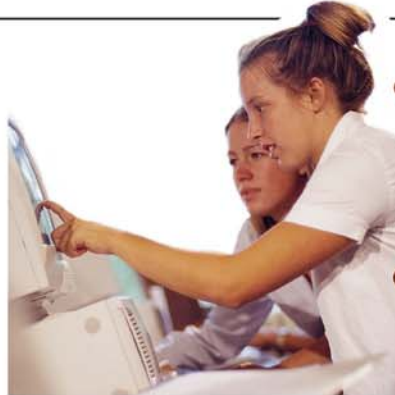
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Professional-Technical Education

The mission of Idaho Professional-Technical Education is to provide youth and adults with the technical skills, knowledge, and attitudes necessary for successful performance in a highly effective workplace.

- In the past ten years, high school enrollment in Professional-Technical Education increased 34%, while general enrollment increased six percent.

- Professional-Technical Education has 766 programs in 109 Idaho school districts. Nearly all of Idaho's high school students enrolled in at least one professional-technical course in 2007.



- Professional-Technical Education course offerings include 23 classes that can count for science credit, 4 classes that can count for economics credit, and 3 classes that can count for health credit. That's a "two-for-one" savings in time, money, and resources for Idaho's students, teachers, and taxpayers.

- Students in PTE's Tech Prep programs earn college credit for high school classes. Tech Prep credits earned in 2007 equaled a cost savings of \$1,529,319 for Idaho students. Enrollment in Tech Prep programs increased from 1,620 students in 1999 to 10,071 in 2007.



- Sixty percent of PTE students who finished high school went on to college, compared to 44% of non-PTE students.

- Ninety-four percent of high school and 95% of technical college professional-technical education completers in Idaho successfully found jobs or continued their education.

- In a 2006 Idaho Public Policy Survey, 91% of the respondents agreed that high school students should be offered more opportunities to take classes for a specific career. Eighty-seven percent agreed more technical college programs are needed.

- In FY2007 over 8,500 full and part-time students enrolled in technical college degree or certificate programs.

- The Centers for New Directions, located on each of the technical college campuses, served 758 single parents and displaced homemakers in 2007.

- In 2007 Idaho technical colleges assisted 43,678 adult Idahoans in improving their job skills. Of those, 37,358 were in short-term training with an additional 6,320 enrolled in Fire Service and Hazardous Materials Training.



January 2008

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

SUBJECT

Legislative Update

DISCUSSION

Legislative items from the 2008 legislative session that passed include:

EDUCATION: COLLEGES AND UNIVERSITIES

- H 385aa – Extends to nonresident members and officers of the Idaho National Guard the opportunity to attend the state's universities and colleges at resident student rates.
- H 399 – Increases the maximum tuition or community college tuition cap for full-time students to \$2,500 per year. Increase may not exceed 10% per year.
- H 400 – Increases distribution from liquor revenues to community colleges from \$300,000 to \$600,000.
- H 401 – Clarifies and strengthens requirements for obtaining residency in Idaho for the purpose of qualifying for resident fees at the state's postsecondary institutions.
- S 1407 – Provides scholarships for dependents of Idaho citizens or military service members deployed from Idaho who are totally and permanently disabled from any employment as a result of injuries incurred while engaged in an armed conflict in which the United States is a party.
- S 1476 – Provides \$10 million for the Opportunity Scholarship endowment fund. Also provides \$2.0 million for immediate distribution/awards in the upcoming academic year.
- S 1441- Allows the State Board to continue to regulate concealed weapons on Idaho public colleges/universities. Adds to and repeals existing law relating to uniformity of firearms regulation.
- SCR 136- Facilitates the agreed transfer of part of the Boise State University West Campus in Nampa, Idaho, to the College of Western Idaho; and approves the continued bond payments by the Idaho State Building Authority.

EDUCATION: PUBLIC SCHOOLS

- H 382aa, aaS – Clarifies where and when a registered adult sex offender may enter properties used by a school.
- H 397aaS - Specifies fiscal soundness as a ground for revoking the charter of a public charter school.
- H 502 – Provides for relocation of public charter school facilities to another school district if the approved primary attendance area of the public charter school is located within more than one school district.
- H 543aa – Establishes the Idaho Education Network, a coordinated, statewide telecommunications distribution system to facilitate distance learning.
- H 552 – Provides that the Idaho Digital Learning Academy will operate as a governmental entity whose creation has been authorized by the state.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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- H 554 – Requires that a complete and cataloged library of all curricular materials, including electronic materials, adopted and used in Idaho public schools be maintained and open to the public for three years of material.
- H 566aaS – Expands criminal background checks in public schools to cover anyone with unsupervised contact with students and requires that background checks for new employees be performed within five days of employment.
- H 567 – Includes the Idaho Digital Learning Academy within the definition of “educational institution” for sales tax purposes.
- H 669 – Provides base salary and minimum salary increases for teachers and an increase in moneys for classroom supplies.
- H 670 – Increases public school classified employee base salaries, provides continued funding for classroom technology, textbook and software funding, and continues funding for the Rural Schools Task Force.
- H 672 – Continues funding for ISAT [Idaho Standards Achievement Test] remediation, and provides new funding for a statewide math initiative and a task force to develop a plan for concurrent secondary/postsecondary courses for qualifying high school juniors and seniors.
- S 1428 – Permits the State Department of Education to withhold all or a portion of a school district's November 15th distribution from the public school income fund for failure to timely provide the department with a copy of the audit of the district's financial statements.
- S 1443 – Allows students to carry and self-administer their prescription medications to treat anaphylactic allergic reactions.
- Senate Education Committee made recommendations for realigning responsibilities between the Board and Department of Education.

Appropriation items passed in the 2008 session include:

- OSBE BUDGET
 - \$144,100 in inflationary adjustment monies for the ISAT.
 - MCO budget for OSBE, no reductions in staff levels or funding
- HIGHER EDUCATION
 - 6.6% increase in funding
 - “One time monies” bring total funding increase to 7.92%
 - Funding for further work on medical education
 - \$5 million to CWI, a continuation of the “start up monies” provided in the FY08 budget.

LEGISLATIVE SET BACKS:

- Supt. Luna's \$3.5 million request to help pay for high school concurrent enrollment was not included in his public school budget.
- H 384 which would have provided for the creation and operation of the Higher Education Facilities Matching Fund and require matching funds raised from non-state sources-- failed on the Senate floor after passing the House.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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- S1408aa Proprietary Schools. This bill was held in the House Education Committee for most of the session, then it was reintroduced on the Senate side where it eventually passed out of committee and the floor- only to be held in the House Ed Committee through the end of the session. The bill would have updated and clarified classifications for proprietary schools in Idaho, and provide for a different mechanism for the tuition recovery fund.
- Public School Boundaries. This legislation was pulled before it was introduced in committee as OSBE staff found inconsistencies with SDE staff support and recommendations.

ATTACHMENTS

Attachment 1 – Review of '07 Legislative Session

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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
APRIL 17-18, 2008

THE 2008 LEGISLATIVE SESSION IN REVIEW:

Overall, it was a session with mixed results for education in Idaho. Higher Education did see an increase in funding as did K-12 but overall, we saw much more criticism and resistance to our initiatives as a result of backlash from the ISAT and GEARUP challenges.

The OSBE budget was funded at maintenance and operation levels but did include a welcome \$144,100 inflationary adjustment to help offset the costs of the ISAT contract.

Higher Education saw changes to benefits for Idaho National Guard members. Now members of the Idaho Guard who live out of state can attend Idaho institutions as residents of Idaho. Dependents of Military who are deployed from Idaho who are totally and permanently disabled are now eligible for a full scholarship.

The Opportunity Scholarship saw an additional \$10 million added to its endowment. The Legislature also appropriated \$2 million for award distribution in the coming academic year. This past year, OSBE staff established a framework for criteria, selection and distribution for the first round of awards of the Opportunity Scholarship. Nearly 700 Idahoans received an Opportunity Scholarship ranging from \$300 to \$3,000, with the average falling close to \$3,000. This is very good news as it indicates that the most needy and deserving students are getting the awards. The Legislature also authorized the disbursement of the earnings of the endowment in next year's round of awards. That sum is estimated to be somewhere in the neighborhood of \$300,000.

Residency requirements were strengthened as a result of the passage of H 401. Idaho's community colleges now share three-ways in \$600,000 of liquor monies. Previously \$300,000 was split between two schools. House Bill 399 also raised the ceiling on what community colleges can charge for tuition/fees. The cap was raised from \$1,250 to \$2,500. Community Colleges can raise fees/tuition no more than 10% a year.

K-12

While most of the emphasis and attention was focused on Superintendent Luna's iStars plan, there was a substantial amount of work going on in other areas of secondary education in Idaho during this session. Some of the highlights include: a raise in the base pay for teachers and continuation of the Superintendent's Classroom Enhancement Package, with \$350 going to teachers for classroom supplies.

There was clarification and strengthening of criminal background checks for unsupervised workers, including where and when a registered sex offender may enter properties used by a school.

The establishment of the Idaho Education Network sets forth a framework to link all schools in Idaho through a telecommunications distribution network to help facilitate distance learning. The Idaho Digital Learning Academy is now its own standalone state

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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agency, which reports to SDE directly rather than the Blaine County School District. This gives IDLA the status it has earned over its years of existence and growth.

SDE now has a significant enforcement tool to encourage districts to submit their required audits in a timely fashion. S 1428 allows SDE to withhold all or a portion of the November 15th distribution from districts who do not submit their required audits.

Funding was also provided for the continued development and implementation of the Math Initiative.

As mentioned earlier, there were some set backs to SBOE initiatives during this session. We were unable to garner support for vision testing in early elementary grades. Superintendent Luna's request for \$3.5 million to help fund concurrent enrollment failed to get out of JFAC for a second year in a row. The proprietary schools bill that clarifies and creates a new classification of proprietary school as well as changes the mechanism for the tuition recovery fund did not pass the House after making it through the Senate.

We encountered many detractors, many people with multiple and varied ideas as to how and what we should do to improve our daily operations. We have smiled, thanked each and every one, noted their ideas and continue to welcome input as we are endlessly committed to the very best level of customer service possible.

The Senate Education Committee in particular had a number of suggestions. Those have been detailed in a letter, addressed to the Governor.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

SUBJECT

Proposal on Adequate Yearly Progress (AYP) from the Idaho Association of School Administrators

BACKGROUND

The Idaho Association of School Administrators (IASA) has requested the opportunity to discuss the two versions of the Idaho Standards Achievement Test (ISAT) and the impact of using both versions on AYP.

Idaho is required as a condition of receiving Federal educational funds to adhere to the accountability requirements codified in the Elementary and Secondary Education Act (Public Law 107-110) (commonly referred to as No Child Left Behind). One of those requirements is that schools make adequate yearly progress based on a test chosen by Idaho and validated by the Federal government. The original test chosen by Idaho was determined through the Peer Review process to not be a valid measurement tool. Idaho was subsequently fined \$100,000 and required to start over in developing an assessment that was reliable and valid and aligned to Idaho Content Standards. Idaho did so and developed a test that passed rigorous evaluations and was approved by the Federal government. Idaho, however, continued to use the old performance test scores for the determination of AYP. The state did go through a process to equate the old test scores with the new test. At the time there was discussion as to whether Idaho should start over using only the new test for AYP. A determination was made not to do so.

USDE requires that all schools and districts be 100% proficient by 2014. The current incremental yearly increase in Idaho's Accountability Workbook requires Idaho schools and districts to reach the 100% target by 2013. The Office of the State Board submitted a request in March 2008 to see if the Feds would consider allowing Idaho to freeze the target set for 2008 for an additional year to allow schools to adjust to the new standards and a new test first administered in spring 2007. A decision is expected from the Peer Review Committee at the US Department of Education in May. The Board would then be asked to approve the adjustment.

DISCUSSION

IASA is requesting that the Office of the State Board of Education request a change in the *Consolidated State Application Accountability Workbook* for State Grants under Title IX, Part C, Section 9302 of the Elementary and Secondary Education Act (Public Law 107-110). This document describes, in detail, the accountability model that Idaho has submitted to the US Department of Education to document the rules that Idaho will use at the school and district levels for determining adequate yearly progress (AYP).

The IASA is requesting that we ask the US Department of Education to amend the Accountability Workbook to allow Idaho to start over with AYP determinations

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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based on the 2007 administration of the Idaho Standards Achievement Tests (ISAT). Their argument is based on the fact that since the previous test did not pass Peer Review, it seems incongruous to continue with the progressive AYP designations for schools and districts that were evaluated using that tool. IASA requests that we begin anew with the 2007 ISAT administration and hold schools and districts fully accountable using the ISAT that has full approval (November 2006) from the Peer Review Committee.

IMPACT

If the amendment is approved by the US Department of Education, the recalculation would result in re-setting the AYP determinations for many schools and districts. Idaho is currently in year 6 of the improvement process. Using only 2007 and 2008 ISAT results would effectively move all Idaho schools and districts to year 2 of the process. ISAT 2007 results would establish a baseline and the Annual Measurable Goals would be reset to reach 100% proficiency by 2014. Since it takes 2 years of not meeting AYP to receive *school improvement* designation, no Idaho schools would be in *school improvement* status.

If the amendment is not approved, schools and districts would continue with the status quo.

ATTACHMENTS

Attachment 1: Fact sheet for Idaho Schools and AYP

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The process for requesting an amendment to the accountability workbook will require staff to prepare an amendment with supporting documentation and present the request to the US Department of Education for consideration. The Idaho Accountability Workbook is submitted for review in March of each year. It may be possible to ask for special consideration of this request and submit the request before March 2009.

There may be sufficient evidence that the previous ISAT was sufficiently lacking in technical quality and alignment to Idaho Content Standards to convince the Feds that Idaho needs to start with the new test.

Staff has no prediction about the possibility of having this amendment approved. We have no encouraging or discouraging precedents to cite.

BOARD ACTION

Motion: (if desired) That the Board direct staff to ask for restarting the clock on Adequate Yearly Progress determination using the 2007 Idaho Standards Achievement Tests administration as the baseline.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Quick Facts about Idaho's Adequate Yearly Progress 2006-2007

SCHOOLS

- 626 schools received AYP determinations
- 168 (27 percent) made AYP
- 458 schools (73 percent) did not make AYP
- Of the 458 schools that did not make AYP:
 - 254 are on Alert (first year of not making AYP)
 - 61 are in Improvement Year 1 status (two years of not making AYP). This includes 2 schools that were in Improvement Year 1 last year, but made AYP this year
 - 100 are in Improvement Year 2 status (three years of not making AYP).
 - 12 are in Improvement Year 3 status (four years of not making AYP). This includes 1 school that was in Improvement Year 3 last year, but made AYP this year
 - 31 are in Improvement Year 4 status (five years not making AYP)
- There are no schools in Improvement Year 5-6 status

DISTRICTS

- 126 districts received AYP determination
- 35 (28 percent) made AYP
- 91 districts/local education agencies (72 percent) did not make AYP
- Of the 91 districts/local education agencies that did not make AYP:
 - 27 are on Alert (first year of not making AYP)
 - 8 are in Improvement Year 1 status (two years of not making AYP). This includes 1 school that was in Improvement Year 1 last year, but made AYP this year
 - 35 are in Improvement Year 2 status (three years of not making AYP).
 - No districts are in Improvement Year 3 status (four years of not making AYP)
 - 21 are in Improvement Year 4 status (four year of not making AYP)
- There are no districts in Improvement Year 5 or 6 status

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

SUBJECT

University of Idaho Retirement Program Issues

REFERENCE

December 2007	Board received "notice of claims for damages" regarding the University of Idaho "Early Retirement Incentive Program" (ERIP) and "Voluntary Separation and Retirement Opportunity Program" (VSROP)
---------------	---

BACKGROUND

Senator Gary Schroeder and Representative Trail have requested that the State Board of Education look at issues related to the University of Idaho "Early Retirement Incentive Program" (ERIP) and "Voluntary Separation and Retirement Opportunity Program" (VSROP)

Dr. Earl Bennett has submitted a packet of materials (see attached) and has requested the opportunity to address the Board. These materials address issues raised on behalf of approximately 270 retired faculty and staff of the University of Idaho who retired under these programs.

The concerns arise from changes to the existing health and life insurance benefits made by the University effective July 1, 2007. These changes were the result of recommendations from the University's Retiree Health and Life Insurance Task Force and applied to all University retirees as well as to the retirement benefits of current employees.

In general terms, the revised health care options for retirees offered the choice of a high annual deductible plan with no monthly payment for health care, or a plan that includes a monthly premium payment with a lower annual deductible. Before the changes, the university offered a lower annual deductible plan without a monthly premium to the retirees. The revised life insurance benefit includes a \$10,000 life insurance policy furnished by the University and the option to transfer (port) existing higher life insurance benefits to the retiree who would then be responsible for the premiums. Before the changes, life insurance was provided by the University in amounts based on a percent of salary at retirement.

Attorneys representing four individual retirees have filed a notice of claim with the Idaho Secretary of State alleging that the University could not change the insurance benefits for the ERIP and VSROP retirees and that in doing so the university has breached the terms of those agreements. The claim was filed for the four individual retirees as well as all persons (the "Class") who retired under the VSROP and ERIP programs. Filing of the notice of claim is a precursor to filing suit against the University.

The two presenters, Earl Bennett and Jeff Harkins, are not among the four named retirees in the notice of claim.

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ATTACHMENTS

Attachment 1 – Letter from Senator Schroeder	Page 3
Attachment 2 – Request from Representative Trail	Page 5
Attachment 3 – Material Submitted by Earl Bennett	Page 16

BOARD ACTION

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

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

GARY J. SCHROEDER

DISTRICT 6
LATAH COUNTY

HOME ADDRESS
1289 HIGHLAND
MOSCOW, IDAHO 83843
(208) 882-9092
FAX: (208) 882-5715

BUSINESS ADDRESS
P.O. BOX 8918
MOSCOW, IDAHO 83843
E-MAIL: GARY@HIDEANDFUR.COM



OFFICE ADDRESS
P.O. BOX 83720
BOISE, IDAHO 83720-0081
(208) 332-1324
FAX: (208) 332-1422

Idaho State Senate

SENATOR GARY J. SCHROEDER

CHAIRMAN - RESOURCES AND ENVIRONMENT COMMITTEE

January 29, 2008

Mike Rush
Executive Director
Idaho State Board of Education
650 W. State Street
Box 83720
Boise, Idaho 83720-0037

Dear Mr. Rush:

Dr. Earl Bennett recently delivered to your office information on the dispute between the Early Retirees and the current administration of the University of Idaho on the issue of contractual health and insurance benefits.

It is my understanding that there is a desire to avoid the possibility of a future lawsuit on this issue.

I would appreciate any assistance your office and the Idaho State Board of Education can provide in resolving this issue.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gary J. Schroeder".

Gary J. Schroeder
IDAHO SENATE

RECEIVED

JAN 30 2008

PPGAC

OFFICE OF THE IDAHO
STATE BOARD OF EDUCATION
TAB 6 Page 3

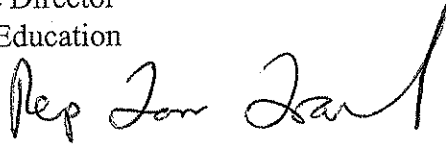
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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

January 28, 2008

To: Mike Rush, Executive Director
Idaho State Board of Education

From: Rep. Tom Trail



Subj: University of Idaho Retirees Claims of Breach of Promise Concerning
Medical Insurance

Mike, I brought this subject to your attention last week at our meeting. There are several hundred U. of Idaho retirees who vigorously claim that medical insurance promises made by administration were broken once they retired. The group affected has been meeting for several years and has tried to resolve their situation with the University. The group feels that no progress has been made so they have filed a tort claim against the University. It is probable that a class action suit might come out of this action.

My understanding is that the group submitted their claims and documentation to Karen McGee, former Executive Director, late last spring or early summer. I'm not certain of what action was taken at that time or if it was simply buried in a desk drawer. I know that Dr. Earl Bennett brought by some documentation to your office not too long ago pertaining to the case.

I'd like to ask you and the Board to relook at this issue.

I've attached a number of letters from the affected retirees. This case reflects on the promises and credibility of the University.

Cc: Sen. Gary Schroeder
Earl Bennett

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Tom Trail - Rerirees' benefits

From: "Donna Hanson" <donna.hanson@pullman.com>
To: <ttrail@house.idaho.gov>
Date: 1/25/2008 8:50 PM
Subject: Rerirees' benefits

Mr. Trail,

Thanks for the steps that you have taken in support of the UI retirees who are being mistreated by the UI Administration. I am a UI retiree who retired the same year as one group who are affected by the University Administration's actions. I am not affected directly by these actions but I fully support the retirees who are taking their complaints to court. These folks were promised something in exchange for taking early retirement and the University should stand behind their promises.

It is hard to believe that the University administration doesn't seem to realize the harm they are doing to the University across the state by these actions. Their refusal to recognize the legitimacy of the complaint by the retirees who are affected should make everyone in the state wonder if their word can be trusted in other situations.

Donna M. Hanson
Professor and Science Librarian Emerita

Tom Trail

From: PAT TREVINO <trevino3839@hotmail.com>
To: <ttrail@house.idaho.gov>
Date: 1/25/2008 10:01 PM

Tom

Thanks for all your help re UI retirees. I'm sure we all appreciate your efforts on our behalf.

Pat Trevino

Many people will walk in and out of your life, but only true friends will leave footprints in your heart.

Need to know the score, the latest news, or you need your Hotmail®-get your "fix". [Check it out.](#)

**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008**

Tom Trail - Assistance with U.I. Retirees

Page 1

From: Jim Morris <jamesmo@uidaho.edu>
To: <Ttrail@house.idaho.gov>
Date: 1/26/2008 5:20:24 PM
Subject: Assistance with U.I. Retirees

Hi Tom'

I wanted to write and thank you for your interest in the plight of the retirees in regard to changes made in the University support of their health insurance. I worked at the University for 37 years full-time and 3 years part-time after taking the early retirement in 2004. I was always given to understand that our health insurance would be covered by the University throughout our lives. I retired as having been Director of the Counseling Center and Professor for many years.

Thank you again for any support you may give in this matter.

Jim Morris

Tom Trail - UI Retirees Heath Insurance

From: "Sandy Dennis" <sandy-d@moscow.com>
To: <Ttrail@house.idaho.gov>
Date: 1/27/2008 1:22 PM
Subject: UI Retirees Heath Insurance

Tom,

Thank you for taking an interest in the UI Retirees health insurance issue. I don't know about anyone else but I was promised paid health benefits when I was hired and again when I was part of the 2002 buy out. I am very thankful for all the hard work Harvey, Wileen and the others are putting into this issue. I know that one voice does not carry much weight but when the group stands together it might make a difference. I thank each and everyone of you for all the time and effort you have put towards this issue.

Sandy Dennis

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**PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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Tom Trail - Assistance with U.I. Retirees

Page 1

From: Jim Morris <jamesmo@uidaho.edu>
To: <Ttrail@house.idaho.gov>
Date: 1/26/2008 5:20:24 PM
Subject: Assistance with U.I. Retirees

Hi Tom'

I wanted to write and thank you for your interest in the plight of the retirees in regard to changes made in the University support of their health insurance. I worked at the University for 37 years full-time and 3 years part-time after taking the early retirement in 2004. I was always given to understand that our health insurance would be covered by the University throughout our lives. I retired as having been Director of the Counseling Center and Professor for many years.

Thank you again for any support you may give in this matter.

Jim Morris

Tom Trail - UI Retiree Benefits

From: "Larry Hunter" <lhunter@uidaho.edu>
To: <Ttrail@house.idaho.gov>
Date: 1/25/2008 9:49 AM
Subject: UI Retiree Benefits

Thank you for your interest and assistance. Hundreds of people are affected by what appears to be a clear violation of the contract for promised benefits, all of which were earned by the retirees and owed by the University prior to the current administration's financial problems. Most of us view the University's attempt to withdraw these benefits much the same as we would view them trying to make a withdrawal from our checking accounts. Thanks for any help you can give us. Larry Hunter, Director of IR Emeritus, University of Idaho

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APRIL 17-18, 2008

U of I Promise to Retirees

Page 1 of 1

Tom Trail - U of I Promise to Retirees

From: "David Walker" <DWALKER@uidaho.edu>
To: <Ttrail@house.idaho.gov>
Date: 1/24/2008 7:00 PM
Subject: U of I Promise to Retirees

Dear Tom-

I am one of the retirees affected by the U of I decision to go back on their promise to provide health insurance. It seemed clear to me when I signed the contract to retire early that the University provided assurances that they would provide health insurance. This unfortunate decision will affect not only the retirees involved but also active employees who feel they cannot trust the administration. Thank you for your interest in our concerns and your efforts on our behalf. I have often noted your presence at retiree lunches and had the pleasure once of visiting with you at the table during one of those lunches. Thanks again, Tom, for your interest in our concerns. David Walker (Ag Econ)

Tom Trail - UI Breach of contract for retiree health & Life insurance

From: "John Hendee" <hendeejo@uidaho.edu>
To: "Tom Trail" <Ttrail@house.idaho.gov>
Date: 1/24/2008 6:01 PM
Subject: UI Breach of contract for retiree health & Life insurance
CC: "John Hendee" <hendeejo@uidaho.edu>

Dear Tom,
Thank you for taking an interest in the UI breach of contract for retiree health and life insurance.

It is very disappointing to have this action become a topic for political or Board of Education attention, because your/their work is demanding enough. I appreciate your interest and efforts on our behalf, but I truly hope that this issue will not go to court or become a political issue. I am so disappointed that UI would not honor written contracts, much less a longstanding policy for employees achieving the rule of 80.

There is an honorable way to resolve this by the University merely upholding their written agreements with the 270 retirees. Ultimately the question at stake is "Who can or can't you trust?"

Thank you Tom for your interest and help in this matter. I'm no longer your direct constituent, having retired back to California where I spent my formative high school years, but I will always be a Vandal, and I want to be a proud one.

Sincerely,
Dr. John C. Hendee,
Emeritus Professor; Dean retired
UI College of Natural Resources
70 Rodeo Ave.
Sausalito, CA 94965
415-332-9558

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

Tom Trail - Thank you for actions on regarding of UI retirees lawsuit

Page 1

From: <rhahn121@ncplus.net>
To: <Ttrail@house.idaho.gov>
Date: 1/24/2008 4:22:26 PM
Subject: Thank you for actions on regarding of UI retirees lawsuit

I am Richard Hahn, UI retiree, now living with my wife Carol, also a UI retiree, in Anacortes, Washington. Wileen Anderson informed us of your actions regarding the UI retirees lawsuit. If this matter becomes a class action, Carol and I will certainly be joining our fellow retirees.

We both spent the bulk of our careers at UI, and have been very loyal to the institution, but we agree that recent actions regarding out health and insurance benefits violate the commitment the University made to us and others.

Understanding that cost saving measures needed to be taken, we expected that they would be phased in over time by making a different contract with new employees, not by breaking the contract with those of us who had been promised continued coverage in exchange for the gains the University made by our agreeing to retire early.

Thank you very much for your interest and for the actions you have taken.

/s/ Richard and Carol Hahn

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

March 12, 2008

Mr. Mike Rush
Executive Director
Idaho State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Mike,

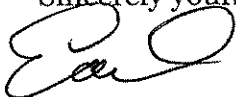
It was nice to see you in Boise during the Moscow Chamber visit. Enclosed is the package that I sent to Dwight Johnson last May regarding the University of Idaho's (UI) retiree health/life insurance benefit package. After Dwight left, the document went to Jeff Chin and then to Karen MaGee. The cover letter went to Senator Gary Schroeder. I have attached a new Exhibit to the original document with copies of letters and articles from the local newspapers.

Our concern is focused on two groups of UI retirees (about 268 in all) who retired under the VSROP and ERIP programs. These retirees have signed contracts with UI regarding retiree benefits. The contracts state that the terms cannot be changed without written authorization by both the retiree and UI. Although anchored by VSROP/ERIP our discussion will include all of the UI retirees in the Emeriti/Honored Staff group. As changes to just the life insurance program have resulted in at least a \$10 million reduction in retiree benefits, I believe it is important that the Board of Education consider this issue as the board approved both the ERIP and VSROP programs.

Missing from our original document was a discussion of the Government Accounting Standards Board (GASB) requirements that are driving retiree benefit changes. The UI has known about these standards since 1990 and has contracted for actuarial studies to project their liability since 1992. Dr. Jeff Harkins will be discussing the GASB standards as part of our presentation in April.

I want to thank you for putting us on the agenda for the April meeting in Moscow. Jeff and I would like about 30 minutes to discuss our concerns with the Board using Powerpoint. I would also appreciate notification about the approximate time for our presentation as I expect there will be a fair number of retirees at the meeting. Please email or call me if you have any questions or need more information.

Sincerely yours,



Earl H. Bennett
P.O. Box 157
Genesee, ID 83832
208-285-1354
bennett@uidaho.edu

RECEIVED

MAR 17 2008

OFFICE OF THE IDAHO
STATE BOARD OF EDUCATION

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

March 16, 2007

Senator Gary J. Schroeder
Idaho State Legislature
State Capitol Building
P.O. Box 83720
Boise, ID 83720-0081

Dear Senator Schroeder,

In November the UI Retiree Task Force recommended major changes in retiree insurance benefits, including the initiation of charges for medical benefitsⁱ and the substantial elimination of life insurance.ⁱⁱ As you are aware, many retirees in the Early Retirement Incentive Program (ERIP) and Voluntary Separation/Retirement Opportunities Program (VSROP) believe these actions violate contract promises made by UI in order to secure their early retirement.ⁱⁱⁱ

ERIP and VSROP contracts contain similar language assuring retirees' eligibility "for all benefits . . . (earned/offered) under existing University policy,"^{iv} Retirees understand this language to promise they would receive the benefits which were offered at the time, i.e. fully paid medical insurance and a substantial life insurance benefit. In addition, materials distributed with the VSROP offer made repeated assurances that UI would pay for retirees' medical insurance^v and the VSROP contract expressly states that VSROP benefits include "UI paid medical insurance." As a Dean I was urged to inform eligible employees under my supervision that paid health insurance, as it existed at the time, was indeed part of the ERIP and VSROP contracts.

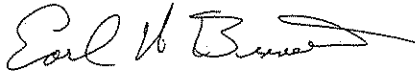
On November 28, Harvey Neese, Arthur Smith, and I met with President White to explain the position of early retirees. We requested that the final plan reflect these obligations if he concluded we were right; if not, we requested UI explain why it was not contractually obligated.^{vi} In early February President White announced a final decision which adds a new low-benefit policy available at no cost (Plan B) but makes no special provision for those with ERIP or VSROP contracts. On February 27, UI Counsel Kent Nelson explained UI's position on the ERIP and VSROP contracts.^{vii} Apparently UI acknowledges that the contracts do promise medical and life insurance benefits; however, it asserts the authority to alter premiums and benefits at will as well as asserting that Plan B satisfies the promise of paid medical insurance. Although the ERIP/VsROP contracts require that changes to the contracts will be acknowledged in writing by both parties (ERIP, paragraph #11, VSROP, paragraph #12) UI believes that the proposed changes do not require these retirees' written agreement.

UI's position appears to me to render the contract terms rather hollow. It does not correspond with my understanding at the time and I cannot interpret "UI paid medical insurance" to be anything other than a promise that UI will pick up the cost of the policy as opposed to some scaled-down model offered after the fact.^{viii} In any event, efforts to resolve this matter internally have run their course and I wish to take you up on your offer to submit the question of UI's contract obligations to ERIP and VSROP retirees to Idaho's Attorney General.

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I would add this. Faculty and staff eligible for ERIP and VSROP programs were being encouraged to retire at the height of their careers and earning capacity. They had to assume a large and uncertain responsibility for spouses' medical benefits,^{ix} and make decisions concerning pension pay-out options. Although the cash incentive for retiring early was undoubtedly important, insurance benefits were also a prime consideration. This is clear from the prominence these benefits were given in UI materials concerning these programs. While the UI now asserts that its contract language had a more limited purpose, this was not conveyed to retirees at the time, and retirees understandably relied upon the promise of continued UI paid benefits in arriving at their decisions to retire.

Sincerely yours,



Earl H. Bennett
University of Idaho
Professor Emeritus

ⁱ Although the initial charge for existing retirees is a modest \$30 per month, all future cost increases are to be borne by retirees. Recent cost sharing for retiree spouse benefits (see Exhibit 3, Questions and Answers, No. 26) resulted in a shift of all costs to retirees over the course of course of 3-4 years. Some fear UI may do likewise with retiree benefits despite current estimates of relatively moderate yearly increases.

ⁱⁱ Traditionally UI provided life insurance at retirement in the amount of a retiree's salary. This has been reduced to a \$10,000 death benefit.

ⁱⁱⁱ Attached as Exhibit No. 1 is a standard ERIP contract; Exhibit No. 2 is a standard VSROP contract; Exhibit No. 3 is a brief history of the ERIP and VSROP programs.

^{iv} Paragraph III A ("Benefits"), p. 4, ERIP and VSROP contracts.

^v Exhibit No. 4, "Questions and Answers" Nos. 2, 19, and 25.

^{vi} A copy of our memorandum is attached as Exhibit 5.

^{vii} A copy of Mr. Nelson's memorandum is attached as Exhibit 6.

^{viii} Only the general policy was available at the time ERIP and VSROP contracts were signed (see Exhibit 3, Questions and Answers No. 25: "VSROP participants may only enroll only in the Traditional Indemnity Plan").

^{ix} The cost of the UI medical plan for pre-medicare spouses, estimated at \$2760 in 2002 (Exhibit 3, Questions and Answers No. 26), rose to \$6700 in 2006. Precisely because they retired early, VSROP retirees face an extended period of such liability until they are medicare eligible.

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Exhibit No. 1. Early Retirement Incentive Program -Contract.

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UNIVERSITY OF IDAHO
EARLY RETIREMENT INCENTIVE PROGRAM
AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS

STAFF AND NON-TENURED FACULTY EMPLOYEES

I, HARVEY NEESE in consideration for the covenants and conditions contained herein and for other good and valuable consideration as more fully described below, hereby acknowledge and agree to the following terms and conditions of this University of Idaho Early Retirement Incentive Program Agreement and Full and Final Release of all Claims ("Agreement and Release"):

1. As of 6/25/99 ("Termination Date"), I will voluntarily retire from employment at the University of Idaho.
2. I am voluntarily electing to retire from employment with the University of Idaho in exchange for the benefits provided pursuant to the University of Idaho Early Retirement Incentive Program. These benefits include three payments each equaling 25% of my fiscal year 1999 gross salary, not including any one-time payments, as reflected by my salary agreement or letter. The first payment will be made on the first payday in July of 1999 with the other two payments made on the first payday in July 2000 and 2001, respectively. I understand that these benefits are subject to legally mandated federal and state tax withholdings and payroll taxes and deductions, and hereby consent to such withholdings.
3. I understand that the benefits paid pursuant to the University of Idaho Early Retirement Incentive Program are being paid by the University as consideration for my signing and complying with this Agreement and Release, and that such benefits are benefits to which I would not have been entitled had I not signed this Agreement and Release. I further understand that I will continue to be eligible for all other retirement benefits I have earned under existing University of Idaho policy.
4. I understand that pursuant to the Older Workers' Benefit Protection Act of 1990 and the Age Discrimination in Employment Act, I have the right to consult with an attorney before signing this Agreement and Release, and I have been advised by the University of Idaho to do so. I acknowledge that Exhibit A to this Agreement and Release is a copy of the University of Idaho Early Retirement Incentive Program, which describes those individuals covered by the program, eligibility factors for the program and any time limits applicable to the program. Exhibit B includes a list of the number of employees, by age, in my employment group who are eligible and who are not eligible to elect to receive benefits pursuant to the University of Idaho Early Retirement Incentive Program.
5. I understand that I have forty-five (45) days from my receipt of this Agreement, or until January 29, 1999, whichever is later, in which to consider and accept this Agreement and

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Release. Further, upon my execution of the Agreement and Release I have a period of seven (7) days to revoke the Agreement and Release. If I should choose to revoke the Agreement and Release, I understand I must give written notice of revocation, by hand delivery, or by registered or certified mail, postage and fees prepaid to: Sylva Staab, Director, Human Resource Services, University of Idaho, Moscow, ID 83844-4332.

If mailed, a notice of revocation shall be deemed effective at the time it is mailed. If delivered, a notice of revocation shall be deemed effective when delivered. This Agreement and Release shall not become effective or enforceable until the revocation period has expired. If I give notice of revocation during the revocation period, this Agreement and Release shall become null and void and all rights and claims of both the University of Idaho and me, which would have existed, but for the execution of this Agreement and Release, shall be restored.

6. On behalf of myself, my heirs, executors, administrators, successors and assigns, I release and discharge, to the full extent permitted by law, the State of Idaho, the University of Idaho, its successors, assigns, affiliates, regents, officers, representatives, agents and employees from any and all claims, including claims for attorneys' fees and costs, charges, actions and causes of action with respect to, arising out of, or in any way related to, my employment or the termination of my employment with the University of Idaho or any agreements relating thereto. This release includes, but is not limited to, any and all rights to file grievances with the University under the rules and policies of the University or the Regents of the University of Idaho, breach of contract claims, wrongful discharge claims, claims arising under federal or state laws prohibiting discrimination, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act of 1967, as amended, the Americans With Disabilities Act of 1990, as amended, the Equal Pay Act, as amended, the Civil Rights Act of 1991, the Family And Medical Leave Act, the Idaho Human Rights Act and any other claims I may have under any of the laws governing discrimination in employment or related to wages or benefits. This paragraph is not intended to limit me from instituting legal action for the sole purpose of enforcing this Agreement and Release, or to pursue any rights or claims arising after the date I sign this Agreement and Release.

7. Nothing in this Agreement and Release prohibits me from filing a charge or complaint, including a challenge to the validity of this Agreement and Release with the Equal Employment Opportunity Commission (EEOC). Further, nothing in this Agreement and Release prohibits me from participating in any investigation or proceeding conducted by the EEOC.

8. I hereby represent that I have returned, or will immediately return to the University of Idaho, all University property, including, but not limited to, keys, the right to re-assign my office space, files, records, computer access codes, computer programs and any other property belonging to the University of Idaho.

9. I hereby acknowledge that I have entered into this Agreement and Release as a free and voluntary act in consultation with my own legal counsel and in the exercise of my own judgment, and that I have not entered into this Agreement and Release under the influence of or

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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in reliance upon any statement or representation made by the University of Idaho, or any attorney, representative, agent or other person acting for, through or on behalf of the University of Idaho.

10. I further acknowledge that I have not been coerced or threatened into signing this Agreement and Release and have not been promised anything else in exchange for signing this Agreement and Release. I have completely read and fully understand this Agreement and Release and its exhibits and voluntarily accept its terms. I represent and warrant that there exists no physical or mental condition known to me that would preclude me from executing this Agreement and Release.

11. I acknowledge that this Agreement and Release, including the exhibits hereto, constitute the entire agreement between the parties. Any agreement hereafter shall be ineffective to change, modify or discharge any of the terms and conditions of this Agreement and Release in whole or in part, unless such agreement is agreed to in writing and signed by all of the parties hereto.

12. In the event any suit, action or other proceeding arises under the terms of this Agreement and Release, or in connection with any of its provisions, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled, including any appeal thereof.

13. In the event that any one or more of the provisions contained in this Agreement and Release shall, for any reason, be held to be unenforceable in any respect under any applicable law, the other provisions shall remain fully valid and enforceable.

14. The construction, interpretation and performance of this Agreement and Release shall be governed by the laws of the State of Idaho.

H Wallace 1/14/99
Employee Date

Accepted by the University of Idaho by:

Jerry Wallace, Date
Vice President for Finance and Administration

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

Exhibit A
University of Idaho Early Retirement Incentive Program

I. Purpose

The purpose of the Early Retirement Incentive Program (ERIP) of the University of Idaho (UI) is to afford eligible faculty and staff who desire to retire an opportunity to do so with additional economic incentive. The program provides employees with financial assistance while providing the university the opportunity to prepare for changing workforce needs.

II. Policy Statement

- A. Board appointed UI faculty and staff, whose appointments are for half-time or greater, and who meet one of the following requirements on or before July 1, 1999, are eligible for participation in the ERIP:
1. completion of 30 or more net years of service to the UI; or
 2. completion of 15 net years of service to the UI and attainment of age 64; or
 3. attainment of at least age 55 and completion of a number of years of service to the UI such that the sum of the years of age and the net years of service is 80.

"Net years of service" is calculated by determining the total period of service (date of first employment to date of termination) minus any periods of leave without pay and minus any periods when not actually employed by UI. An academic year employee who is paid over 12 months will be credited with 12 months of service for the purposes of making this calculation, consistent with the view taken by the Public Employee Retirement System of Idaho (PERSI).¹

- B. The ERIP is an "open window" offering a one-time opportunity to eligible faculty and staff. This program is not expected to become an on-going feature of UI benefits. The University will accept applications for participation in the ERIP between June 1, 1998, and December 1, 1998.
- C. Faculty and staff in the following circumstances are not eligible for participation in the ERIP: Any person who has received, prior to the effective date of retirement, written notice of: a) termination; b) nonrenewal of contract; c) suspension with or without pay; or d) initiation of dismissal proceedings.

III. Benefits

- A. All participants retiring under this program will continue to be eligible for all other retirement benefits they have earned under existing UI policy.
- B. 1. An ERIP participant who agrees to retire on or after June 27, 1998, and on or before June 25, 1999, will receive three payments each equaling one-quarter (25%) of his or her fiscal year 1999 gross salary, not including any one-time payments, as reflected on his or her salary agreement or letter. The first payment will be made on the first payday in July of 1999, with the other two payments made on first payday in July 2000 and 2001 respectively (July 9, 1999, July 7, 2000, and July 6, 2001).

¹ Idaho Code § 59-1302(33) "Service" means being shown on an employer's payroll as an employee receiving a salary. Service of fifteen (15) days or more during any calendar month shall be credited as one (1) month of service. Service of fourteen (14) days or less during any calendar month shall not be credited. No more than one (1) month of service shall be credited for all service in any month.

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2. All payments are severance payments subject to income-related taxes when paid. However, receipt of payments following retirement does not make the ERIP participant eligible for employment related benefits such as accrual of annual leave, sick leave, retirement contributions or additional credit for length of service.
- C. In choosing the effective date of retirement, participants are expected to work cooperatively with their department heads and deans to ensure the smooth transfer of on-going responsibilities to others. Faculty are expected to negotiate a retirement date that ensures the successful completion of obligations to students.
- D. Participants will be required to sign an agreement and release signifying their agreement to abide by the terms of the ERIP and to release the University from certain types of legal liability.
- E. Collection of PERSI retirement benefits prohibits employees from re-employment with UI for a period of ninety (90) days. This prohibition includes accepting a "guarantee" to be re-employed at the time of retirement. If an employee is re-employed by UI within ninety (90) days or has a promise to become re-employed at a date after ninety (90) days, PERSI will consider the employee to have continued as an employee and will seek reimbursement of any payments paid by the system to the retiree.²

IV. Procedures

- A. The Director of Human Resource Services, Sylva Staab, will administer the ERIP. She may be reached by telephone at (208) 885-3609 or by electronic mail hrs@uidaho.edu. Information about the program will be available on the UI Human Resource Services Home Page at <http://www.uidaho.edu/hrs>.
- B. Applications for participation in the program will be available from Human Resource Services beginning on May 15, 1998.

This plan was approved by the Regents of the University of Idaho on March 19, 1998.

² Idaho Code § 59-1356. Reemployment of retired members

(1) If an early retired member is reemployed with the same employer within ninety (90) days from retiring, or the early retired member is guaranteed reemployment with the same employer the member shall be considered to have continued in the status of an employee and not to have separated from service. Any retirement allowance payments received by the retired member shall be repaid to the system and the retirement shall be negated. The month of last contribution prior to the negated retirement and the month of initial contribution upon return to reemployment shall be considered consecutive months of contributions in the determination of an appropriate salary base period upon subsequent retirement.

(2) When a retired member meets the definition of an employee as defined in section 59-1302(14)(A)(a), Idaho Code, any benefit payable on behalf of such member shall terminate and any contributions payable by such member under sections 59-1331 through 59-1334, Idaho Code, shall again commence, except as provided in subsection (2). The terminated benefit, as adjusted pursuant to section 59-1355, Idaho Code, shall resume upon subsequent retirement, along with a separate allowance computed with respect to only that salary and service credited during the period of reemployment.

(3) If a retired member again becomes employed and an employer certifies to the board that the member does not qualify as an employee as defined in this section and section 59-1302(14)(A)(a), Idaho Code, no contributions shall be made by the member or employer during such reemployment and any benefit payable on behalf of such member shall continue.

(4) For purposes of this section, "same employer" means the employer for which the retired member last worked prior to retirement.

Exhibit B
Early Retirement Incentive Program
Agreement and Full and Final Release of All Claims

The information on this page is being furnished in compliance with the Older Workers' Benefit Protection Act of 1990. The individuals eligible to elect to receive benefits pursuant to the University of Idaho Early Retirement Incentive Program are those employees of the University of Idaho (UI) who on or before July 1, 1999, have completed thirty (30) or more net years of service to the UI; or have completed 15 net years of service to UI and attainment of age 64; or have attained at least age 55 and completed a number of years of service to UI such that the sum of the years of age and the net years of service is at least 80, and who have not, prior to July 1, 1999, received written notice of: (a) termination; (b) nonrenewal of contract; (c) suspension with or without pay; or (d) initiation of dismissal proceedings. The University of Idaho Early Retirement Incentive Program is an "open window" offering of a one-time opportunity to eligible faculty and staff. The attached table lists by age the number of individuals who are eligible and those who are not eligible to elect to receive benefits pursuant to the University of Idaho Early Retirement Incentive Program, in your employment group.

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Exhibit No. 2. Voluntary Separation and Retirement Opportunity Program- Contract.

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APRIL 17-18, 2008
UNIVERSITY OF IDAHO
VOLUNTARY SEPARATION AND RETIREMENT OPPORTUNITIES PROGRAM
AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS

TENURED FACULTY AND ADMINISTRATORS WITH FACULTY TENURE

In consideration of the covenants and conditions contained herein and for other good and valuable consideration as more fully described below, I hereby acknowledge and agree to the following terms and conditions of this University of Idaho Voluntary Separation and Retirement Opportunities Program (VSROP) Agreement and Full and Final Release of all Claims ("Agreement and Release"):

1. As of the "Termination Date" listed on the signature page of this Agreement, I will voluntarily retire or resign from employment with the University of Idaho and will not seek re-employment with the University for a period of at least ninety (90) days. I understand that I will relinquish my tenure at the UI as of the Termination Date, as would any other faculty member who resigns or retires.
2. I am voluntarily electing to retire or resign from employment as a tenured member of the faculty at the University of Idaho in exchange for the benefits provided pursuant to the VSROP.
 - a. If my termination date is on or before June 22, 2002, I will receive a cash incentive amount equal to one bi-week of FY02 base salary for each year of service to UI up to twenty-six (26) bi-weeks. Years of service are calculated as of September 1, 2002. The cash incentive is based upon the salary reflected on the FY02 base salary agreement or letter. It does not include any one-time or other payments (overload, summer salary, and overtime) made in FY02. The cash incentive will be paid in three equal installments on July 20, 2002, July 19, 2003, and July 3, 2004.
 - b. If my termination date is after June 22, 2002 but on or before June 21, 2003, I will receive a cash incentive equaling two-thirds of the amount equal to one bi-week of FY02 salary for every year of service to UI up to twenty-six (26) bi-weeks. Years of service are calculated as of September 1, 2002. The cash incentive is based upon the salary reflected on the FY02 base salary agreement or letter. It does not include any one-time or other payments (overload, summer salary, and overtime) made in FY02. The cash incentive will be paid in two equal installments on July 19, 2003, and July 3, 2004.
 - c. I understand that these benefits are subject to federal and state tax withholdings and payroll taxes and deductions, and hereby consent to such withholdings, taxes, and deductions.
3. I understand that the benefits paid pursuant to the VSROP are being paid by the University as consideration for my signing and complying with this Agreement and Release, and that such benefits are benefits to which I would not have been entitled had I not signed this Agreement and Release.
4. I understand that pursuant to the Older Workers' Benefit Protection Act of 1990 and the Age Discrimination in Employment Act, I have the right to consult with an attorney before signing this Agreement and Release, and I have been advised by the University of Idaho to do so. I acknowledge that Exhibit A to this Agreement and Release is a copy of the VSROP that

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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describes those individuals covered by the VSROP, eligibility factors for the VSROP and any time limits applicable to the VSROP. Exhibit B includes a list of the number of employees, by age, in my employment group who are eligible and who are not eligible to elect to receive benefits pursuant to the VSROP.

5. I understand that I have forty-five (45) days from my receipt of this Agreement, or until April 2, 2002, whichever is later, in which to consider and accept this Agreement and Release. Further, upon my execution of the Agreement and Release I have a period of seven (7) days to revoke the Agreement and Release. If I should choose to revoke the Agreement and Release, I understand I must give written notice of revocation, by hand delivery or by registered or certified mail, postage and fees prepaid to: Judy Comstock, Employee Benefits Specialist, Human Resource Services, University of Idaho, Moscow, ID 83844-4332.

If mailed, a notice of revocation shall be deemed effective at the time it is mailed. If hand delivered, a notice of revocation shall be deemed effective when delivered. This Agreement and Release shall not become effective or enforceable until the revocation period has expired. If I give notice of revocation during the revocation period, this Agreement and Release shall become null and void and all rights and claims of both the University of Idaho and me, which would have existed, but for the execution of this Agreement and Release, shall be restored.

6. Employees who participate in one of the Federal government's retirement plans may wait to enroll in the VSROP until the University notifies them of the decision of the United States Secretary of Agriculture regarding the University's receipt of Voluntary Early Retirement Authority (VERA). If the University receives authority to operate under VERA, federal retirement benefits may be available to employees at an earlier age. I understand that after receiving notification of the decision of the Secretary, if I am participating in a Federal retirement plan, I will have fourteen (14) days from receipt of the notification to consider and accept this Agreement and Release, or until April 2, 2002, or until forty-five (45) days from initial receipt of this Agreement, whichever of these dates is latest. Further, upon my execution of the Agreement and Release I have a period of seven (7) days to revoke the Agreement and Release. If I should choose to revoke the Agreement and Release, I understand I must give written notice of revocation, by hand delivery, or by registered or certified mail, postage and fees prepaid to: Judy Comstock, Employee Benefits Specialist, Human Resource Services, University of Idaho, Moscow, ID 83844-4332.

7. On behalf of myself and my heirs, executors, administrators, successors and assigns, I release and discharge, to the full extent permitted by law, the University of Idaho, its successors, assigns, affiliates, regents, officers, representatives, agents and employees from any and all claims, including claims for attorneys' fees and costs, charges, actions and causes of action with respect to, arising out of, or in any way related to, my employment or the termination of my employment with the University of Idaho or any agreements relating thereto. This release includes, but is not limited to, any and all rights to file grievances with the University under the rules and policies of the University or the Regents of the University of Idaho, breach of contract claims, wrongful discharge claims, claims arising under federal or state laws prohibiting discrimination, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act of 1967, as amended, the Americans With Disabilities Act of 1990, as amended, the Equal Pay Act, as amended, the Civil Rights Act of 1991, the Family and Medical Leave Act, the Idaho Human Rights Act and any other claims I may have under any of the laws governing discrimination in employment or related to wages or benefits. This paragraph is not intended to limit me from instituting legal action for the sole purpose of

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

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enforcing this Agreement and Release, or from pursuing any rights or claims arising after the date I sign this Agreement and Release. This paragraph is also not intended to limit, in any way, my right to receive workers compensation benefits arising from my employment at the University of Idaho.

8. Nothing in this Agreement and Release prohibits me from filing a charge or complaint, including a challenge to the validity of this Agreement and Release with the Equal Employment Opportunity Commission (EEOC). Further, nothing in this Agreement and Release prohibits me from participating in any investigation or proceeding conducted by the EEOC.

9. I hereby promise that on or before the effective date of my retirement I will return to the University of Idaho, all University property, including, but not limited to, keys, files, records, computer access codes, computer programs and any other property belonging to the University of Idaho.

10. I hereby acknowledge that I have entered into this Agreement and Release as a free and voluntary act in consultation with my own legal counsel and in the exercise of my own judgment, and that I have not entered into this Agreement and Release under the influence of or in reliance upon any statement or representation made by the University of Idaho, or any attorney, representative, agent or other person acting for, through or on behalf of the University of Idaho.

11. I further acknowledge that I have not been coerced or threatened into signing this Agreement and Release and have not been promised anything else in exchange for signing this Agreement and Release. I have completely read and fully understand this Agreement and Release and its exhibits and voluntarily accept its terms. I represent and warrant that there exists no physical or mental condition known to me that would preclude me from executing this Agreement and Release.

12. I acknowledge that this Agreement and Release, including the exhibits hereto, constitute the entire agreement between the parties. Any agreement hereafter shall be ineffective to change, modify or discharge any of the terms and conditions of this Agreement and Release in whole or in part, unless such agreement is agreed to in writing and signed by all of the parties hereto.

13. In the event any suit, action or other proceeding arises under the terms of this Agreement and Release, or in connection with any of its provisions, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, including appeals, in addition to any other relief to which it may be entitled.

14. The construction, interpretation and performance of this Agreement and Release shall be governed by the laws of the State of Idaho.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

APRIL 17-18, 2008

EXHIBIT A TO THE AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS

University of Idaho Voluntary Separation and Retirement Opportunities Program

February 1, 2002 to April 2, 2002

I. Purpose

The purpose of the Voluntary Separation and Retirement Opportunities Program (VSROP) at the University of Idaho (UI) is to afford eligible faculty and staff members who desire to leave or retire from the University an opportunity to do so with additional economic incentives.

II. Policy Statement

A. Board-appointed UI faculty and staff, whose appointments are for half-time or greater, and who meet one of the following requirements on or before September 1, 2002, are eligible for participation in the VSROP:

1. completion of 30 or more net years of service to the UI; or
2. completion of 15 net years of service to the UI and attainment of age 64; or
3. attainment of at least age 50 and completion of a number of years of service to the UI and/or the State of Idaho such that the sum of the years of age and the net years of service is 76.

"Net years of service" is calculated by determining the total period of service (date of first employment to date of termination) minus any periods of leave without pay and minus any periods when not actually employed by UI or the State of Idaho. An academic-year employee who is paid over 12 months will be credited with 12 months of service for the purposes of making this calculation, consistent with the view taken by the Public Employees Retirement System of Idaho (PERSI).¹

B. The VSROP is an "open window" offering a one-time opportunity to eligible faculty and staff. This program is not expected to become an on-going feature of UI benefits. The University will accept enrollment in the VSROP between February 1, 2002, and April 2, 2002.

C. Faculty and staff in the following circumstances are not eligible for participation in the VSROP: Any person who has received, prior to the effective date of retirement, written notice of: a) termination; b) suspension with or without pay; or c) initiation of dismissal proceedings.

III. Benefits

A. All participants in VSROP will be eligible for all benefits offered to honored staff retirees and emeritus faculty under existing UI policy. These benefits include UI paid medical insurance.

B. 1. VSROP participants have two retirement periods to choose from:

- a. VSROP participants who agree to retire on or before June 22, 2002, will receive a cash incentive amount equal to one bi-week of FY02 base salary for each year of service to UI up to 26 bi-weeks. Years of service are calculated as of September 1, 2002. The cash incentive is based upon the salary reflected on the FY02 base salary agreement or letter. It does not include any one-time payments made in FY02. The cash incentive will be paid in three equal installments, one each on July 20, 2002, July 19, 2003, and July 3, 2004.

¹ Idaho Code § 59-1302(33) "Service" means being shown on an employer's payroll as an employee receiving a salary. For each calendar month, service is credited only when a member is an employee as defined in subsection (14)(A) of this section and is employed for fifteen (15) days or more during any calendar month. Employment of fourteen (14) days or less during any calendar month shall not be credited. No more than one (1) month of service shall be credited for all service in any month.

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b. VSROP participants who agree to retire after June 22, 2002, and on or before June 21, 2003, will receive a cash incentive equaling two-thirds of the amount equal to one bi-week of FY02 salary for every year of service to UI up to 26 bi-weeks. Years of service are calculated as of September 1, 2002. The cash incentive is based upon the salary reflected on the FY02 base salary agreement or letter. It does not include any one-time payments made in FY02. The cash incentive will be paid in two equal installments, one each on July 19, 2003, and July 3, 2004.

2. All payments are subject to income-related taxes when paid. Receipt of payments following retirement does not make the VSROP participant eligible for employment related benefits such as accrual of annual leave, sick leave, retirement contributions or additional credit for length of service.
- C. Participants will be required to sign an agreement and release signifying their agreement to abide by the terms of the VSROP and to release the University from certain types of legal liability.
- D. Collection of PERSI retirement benefits prohibits employees from re-employment with UI for a period of ninety (90) days. This prohibition includes accepting a "guarantee" to be re-employed at the time of retirement. If an employee is re-employed by UI within ninety (90) days or has a promise to become re-employed at a date after ninety (90) days, PERSI will consider the employee to have continued as an employee and will seek reimbursement of any payments paid by the system to the retiree.²

IV. Procedures

- A. Judy Comstock, Employee Benefits Specialist in UI Human Resource Services, will administer the VSROP. She may be reached by telephone at (208) 885-3609 or by electronic mail hrs@uidaho.edu. Information about the program will be available on the UI Human Resource Services Home Page at <http://www.uidaho.edu/hrs>.
- B. The enrollment period for VSROP is February 1, 2002, to April 2, 2002. Enrollment documents will be delivered to every eligible UI employee no later than February 19, 2002.
- C. In choosing the effective date of retirement, participants are expected to work cooperatively with their department heads and deans to ensure the smooth transfer of on-going responsibilities to others. Faculty are expected to negotiate a retirement date that ensures the successful completion of obligations to students.

The authority to offer incentives to separate from employment in exchange for waivers of claims and resignations was approved by the Regents of the University of Idaho on November 15, 2001.

² Idaho Code § 59-1356. Reemployment of retired members

(1) If an early retired member is reemployed with the same employer within ninety (90) days from retiring, or the early retired member is guaranteed reemployment with the same employer the member shall be considered to have continued in the status of an employee and not to have separated from service. Any retirement allowance payments received by the retired member shall be repaid to the system and the retirement shall be negated. The month of last contribution prior to the negated retirement and the month of initial contribution upon return to reemployment shall be considered consecutive months of contributions in the determination of an appropriate salary base period upon subsequent retirement.

(2) When a retired member meets the definition of an employee as defined in section 59-1302(14)(A)(a), Idaho Code, any benefit payable on behalf of such member shall terminate and any contributions payable by such member under sections 59-1331 through 59-1334, Idaho Code, shall again commence, except as provided in subsection (3) of this section. The terminated benefit, as adjusted pursuant to section 59-1355, Idaho Code, shall resume upon subsequent retirement, along with a separate allowance computed with respect to only that salary and service credited during the period of reemployment.

(3) If a retired member again becomes employed and an employer certifies to the board that the member does not qualify as an employee as defined in this section and section 59-1302(14)(A)(a), Idaho Code, no contributions shall be made by the member or employer during such reemployment and any benefit payable on behalf of such member shall continue.

(4) For purposes of this section, "same employer" means the employer for which the retired member last worked prior to retirement.

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EXHIBIT B TO THE AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS

University of Idaho Voluntary Separation and Retirement Opportunities Program (VSROP)

The information on the following pages is being furnished in compliance with the Older Workers' Benefit Protection Act of 1990. The individuals eligible to elect to receive benefits pursuant to the UI VSROP are those employees of the UI who on or before September 1, 2002, have completed thirty (30) or more net years of service to the UI; or have completed 15 net years of service to UI and attainment of age 64; or have attained at least age 50 and completion of a number of years of service to the UI and/or the State of Idaho such that the sum of the years of age and the net years of service is 76, and who have not, prior to the date of retirement received written notice of: (a) termination; (b) suspension with or without pay; or (c) initiation of dismissal proceedings. The UI VSROP is an "open window" offering a one-time opportunity to eligible employees. The tables list by age the number of individuals who are eligible and those who are not eligible by employment group.

Skilled Crafts

Age	Eligible	Not Eligible
22		1
23		1
26		1
28		2
29		1
30		3
32		2
33		5
34		5
36		1
37		3
38		1
40		2
41		4
42		10
43		6
44		2
45		2
46		4
47		6
48		2
49		3
50		3
51		6
52		7
53	3	0
54	2	7
55	2	1
56		1
57	2	1
58	1	1
59		2
60	1	1
61		2
62	2	0
63	2	0
64	1	0
66		1
Total	16	100

Service Maintenance

Age	Eligible	Not Eligible
22		3
23		1
24		3
25		3
26		2
27		2
29		6
30		2
31		5
32		1
33		6
34		2
35		4
36		2
37		2
38		2
39		4
40		6
41		7
42		6
43		5
44		7
45		9
46		7
47		10
48		2
49		4
50	1	5
51		3
52	1	5
53	2	4
54	1	1
55		11
56	2	3
57	3	5
59		2
60	2	5
61	5	2
62	1	3
63		1
64	2	1
65		1
68	1	0
Total	21	165

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Exhibit No. 3. Brief history of the ERIP and VSROP programs.

A BRIEF HISTORY OF THE ERIP AND VSROP EARLY RETIREMENT PROGRAMS AT THE UNIVERSITY OF IDAHO.

In efforts to encourage faculty/staff to consider early retirement, the University of Idaho (UI) offered the Early Retirement Incentive Program (ERIP) in 1998 and the Voluntary Separation/Retirement Opportunities Program (VSROP) in 2002. Both programs required a signed contract between the retiree and the UI. These contracts included a "buyout" provision and also guaranteed that the retiree would receive health and life insurance benefits as defined at the time in the Faculty Staff Handbook. These contracts can only be changed with the written consent of both the retiree and the UI.

The ERIP program encouraged older faculty to retire so that new faculty could be hired. Assuming that new faculty would come in at a lower wage than the retiree, these extra dollars from the retiree's position could be pooled with other older retiree's excess salary to generate new faculty positions. The program worked.

The VSROP program was quite different and had one objective; to raise \$7 million that had to be repaid to the state under an emergency budget reduction (holdback) ordered by then Governor Dirk Kempthorne. Did the program succeed? As Bob Hoover, President of UI, noted in April, 2002;

"We initiated the voluntary separation/retirement opportunities program with one objective. We wanted to minimize the number of UI employees who would have to be laid off to meet our budget shortfall. It now appears we have achieved that objective. There will still be some layoffs, but not nearly as many as there would have been without the early retirement program."

In other words, the positions generated by the ERIP (and many other non-tenured faculty and staff) had been saved by the retirees accepting the VSROP. Unknown to most people at the time was that the UI was also under the severe constraint of a \$10 million ongoing internal deficit that if coupled with the \$7 million budget reduction, would have resulted in severe financial difficulties for the UI.

When both the ERIP and VSROP programs were proposed, the question of, "what the impact of instantly placing a lot of new retirees in the health program would do to the UI's cost for the program?" was raised in Dean's Council and probably elsewhere in the administration as well. The answer was that it would have an impact and we would deal with it.

So, how large was the impact from the new retirees? Based on the numbers I have, there were 120 participants in the ERIP program and 148 in the VSROP for a total of 268 employees. In the table of FY06 Monthly Retiree Rates for UI insurance there are a total of 518 retirees over 65 years old (on Medicare) and 170 retirees under 65 receiving the health benefit totally paid by UI. The rate difference is \$237 per month for those on Medicare and \$483 for those under 65, a difference of almost 50%. Although the under

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65 group accounts for only 25% of the total retiree population, this group accounts for 40% of the premium cost to the university. Most of the under 65 group are from the VSROP and ERIP programs as these are the folks who retired early. As time marches on this group will also reach 65, go on Medicare and their rates will fall by about 50%. As the UI will soon move those over 65 to the Medicare drug program, I expect the premium will fall even farther as the Medicare drug rate paid by the UI will probably be lower than the Blue Cross drug rate that the UI now supports. To answer the question, the impact was large, but will lessen as more VSROP/ERIPs reach 65.

I reiterate this history to make the point of how important the early retirement programs (especially the VSROP) were to the financial survival of the UI. The participants in these programs were promised that health insurance would be paid for life by the UI as the program existed at the time. *It is well known that very few of the VSROP/ERIP retirees would have participated in either program without the health insurance benefit.*

These notes were prepared as part of written comments to UI regarding changes proposed for the UI health insurance plan for retirees and active employees by:

Earl H. Bennett

P.O. Box 157

Genesee, ID 83832

Home Phone: 208-285-1354

Email: bennett@uidaho.edu

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Exhibit No. 4. "Questions and Answers" VSROP program.

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University of Idaho Voluntary Separation and Retirement Opportunities Program

February 1, 2002 to April 2, 2002

Questions & Answers

1. Who is eligible to enroll in the VSROP?

Board-appointed UI faculty and staff, whose appointments are for half time or greater, and who meet one of the following requirements on or before September 1, 2002, are eligible for participation in the VSROP:

1. completion of 30 or more net years of service to the UI; or
2. completion of 15 net years of service to the UI and attainment of age 64; or
3. attainment of at least age 50 and completion of a number of years of service to the UI and/or the State of Idaho such that the sum of the years of age and the net years of service is 76.

2. What are the benefits of VSROP for me?

In addition to a cash payment, you will be considered an honored staff retiree or an emeritus faculty member and receive all the benefits of that status. Your medical insurance will be paid by the UI. You will have the opportunity to purchase medical insurance for your dependents.

Cash incentives depend on how long you have been working for UI and when you choose to retire or separate from the University.

If your termination date is on or before June 22, 2002, you will receive a cash incentive amount equal to one bi-week of FY02 base salary for each year of service to the UI up to twenty-six (26) years. Years of service are calculated as of September 1, 2002. The cash incentive is based upon the salary reflected on the FY02 base salary agreement or letter or established by your classification. It does not include any one-time or other payments made in FY02, such as overload, summer salary, temporary salary increases, and overtime). The cash incentive will be paid in three equal installments on July 20, 2002, July 19, 2003, and July 3, 2004.

If your termination date is after June 22, 2002 but on or before June 21, 2003, you will receive a cash incentive equaling two-thirds of the amount equal to one bi-week of FY02 salary for every year of service to UI up to twenty-six (26) years. Years of service are calculated as of September 1, 2002. The cash incentive is based upon the salary reflected on the FY02 base salary agreement or letter. It does not include any one-time or other payments made in FY02 such as overload, summer salary, temporary salary increases, and overtime. The cash incentive will be paid in two equal installments on July 19, 2003, and July 3, 2004.

3. What is the deadline for enrolling in the VSROP?

Tuesday April 2, 2002 is the last day the University will accept signed releases from employees. You should have discussed your enrollment with your department head or supervisor before the enrollment deadline and obtained his or her signature on the release and agreement in this packet. In addition, will also need the signature of the dean, vice president, executive director or vice provost of your unit. The only exception to this deadline is for Federal Retirement System participants. They will be given an extended period of time to enroll. The extension is due to uncertainty surrounding

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federal approval of early retirement benefits for UI College of Agriculture and Life Sciences employees in the Federal Retirement System. (See Question 27 below)

4. Must I retire on June 22, 2002 or June 21, 2003?

No. You may choose any retirement date that falls between these dates. However, you should discuss your effective date of retirement with your dean, department head and supervisor to ensure that the date you have selected appropriately provides for the smooth transition of your responsibilities to someone else.

5. Will I be able to immediately draw retirement benefits if I enroll in the VSROP?

Not necessarily. The VSROP has no effect on your entitlement to draw retirement benefits from your retirement plan. If you are younger than age 55 it is important that you contact your retirement plan to discuss the effect of leaving employment at this time. The rules affecting how much and when you may begin receiving retirement payments are completely independent of the VSROP. This is true for all retirement plans. Before you enroll in the VSROP, you are strongly encouraged to contact your retirement plan to find out more about your retirement benefits.

6. I am a PERSI retiree. Since VSROP eligibility is based on years of service as of September 1, 2002, does that mean that PERSI will give me service credit through that date?

No. The UI calculated VSROP eligibility based on your completed years of service as of September 1, 2002. Many of you will retire on June 22, 2002, a full 10 weeks before the date used to determine eligibility. This means that even though the UI is giving you "credit" for service to qualify you for the VSROP, PERSI will not give you credit for those 10 weeks because they were not actually worked. Therefore you are strongly encouraged to consult with PERSI in calculating your retirement benefit.

7. How do I get information on retirement benefits?

PERSI: <http://www.persi.state.id.us/>

Boise: 1-800-451-8228

Coeur d'Alene: 1-800-962-8228

Pocatello: 1-800-762-8228

Choice Plan questions: 1-866-ID-PERSI (1-866-437-3774)

VALIC: <http://www.valic.com/valic/valweb.nsf>; 1-800-448-2542

TIAA-CREF: <http://www.tiaa-cref.com/>; 1 800 842-2009

Federal Retirement plans for College of Agriculture and Life Sciences Extension faculty and staff

For an estimate of your benefits please contact Judy Comstock at UI's (208) 885-3608 or judyc@uidaho.edu

For general information: <http://www.opm.gov/retire/>

<http://www.fedretiresoftware.com/>

1-88USOPMRET — 1 (888) 767-6738.

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8. Will my VSROP payments be taxed?

Yes. All VSROP payments will be considered income by the Internal Revenue Service and subject to income-related taxes and deductions. There may be mechanisms that allow you to defer payment of income taxes on the VSROP payments. Please consult with a tax advisor or your retirement plan. The February 26 and 27 information sessions will address these issues. Please see the information in your VSROP packet.

9. Will there be amounts withheld from my VSROP payments?

Yes. Federal income tax, Idaho state income tax, and FICA. Also see the answer to Question 8.

10. May I have my VSROP payments made through direct deposit into a bank account?

Yes. If your current paychecks are being handled through direct deposit, the University will automatically send your VSROP payments to the same direct deposit account. If you have not used direct deposit before, you need to fill out a form specifying the account you wish used for direct deposit.

11. Can I purchase months of service in PERSI and increase my retirement benefit?

Yes. Active PERSI members may purchase months of service and increase their retirement benefits. You may also use the funds in your PERSI CHOICE Plan to purchase months of service and increase your PERSI benefit. To learn more go to the PERSI website http://www.persi.state.id.us/html/generalinformation/POS_brochure.htm and use the "calculator" to figure out how much months of service will cost. This would also be a good topic to discuss on an individual basis with the PERSI representatives who visit the UI campus during February. Finally, the Idaho Legislature is likely to pass HB414, a law which will allow both active employees and inactive (not working but not yet drawing PERSI retirement benefits) to purchase months of service.

12. The VSROP policy talks about "net" years of service. What does this mean?

For determination of emeritus and honored staff retiree status the UI subtracts any periods of time when the employee was not actually employed by UI, such as leaves without pay, other forms of break in service, or academic year employees whose pay is not spread over 12 months. Sabbatical leaves with pay are still periods of service to UI. The UI will apply the same principles to calculations of net years of service to determine eligibility for VSROP.

13. Do my years of service to another State of Idaho agency count in calculating my cash benefit?

No. Your years of service to another State of Idaho agency will count in determining if you are eligible to participate in the VSROP. However, only your years of service to UI will be used in calculating your cash incentive.

14. Do I sign my FY 03 Agreement if I plan on leaving the UI before the end of the contract term?

Yes. You should sign your salary agreement and note in the comment section your anticipated date of retirement or separation.

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15. I am on an academic year appointment, but my salary is paid over twelve months. Will the VSROP payments be based on my bi-weekly salary paid over twelve months or over nine months?

The calculation of your VSROP cash incentive is based on your FY02 base salary agreement or letter. The base salary rate does not include summer salary, overload, overtime, or temporary salary increases. If you have your FY02 base salary paid over 26 bi-weeks the resulting bi-weekly pay will be multiplied by the number of net full years of service you have worked at the UI to determine your incentive payment.

16. I am on an academic year appointment, but my salary is paid over twelve months. How will leaving the UI before the end of the contract year affect my salary?

Employees who are employed for an academic year are paid over 12 months. This means that salary paid in July and early August will not be earned until the employee begins work in August. Additionally, salary paid in the last month of the year, June, was earned prior to the pay period covered by the payment. When an academic year employee retires, or otherwise ends the employment relationship with the University, it is normal practice to calculate whether UI owes the employee salary or whether the employee owes the UI reimbursement for payments made but not earned. Under the VSROP if you anticipate retiring at some time other than at the end of a fiscal year, June 22, 2002 or June 21, 2003, you may need to have your salary payments adjusted to ensure that you are not underpaid or overpaid. Bev Rhoades in the Budget Office ((208) 885-6977, bevr@uidaho.edu) can help you calculate the effect of your retirement date on your salary payments.

17. What is the effect of the lag payroll on participation in the VSROP?

Like all employees leaving the employment of the University, VSROP participants will receive their last paycheck two weeks after their last pay period of employment.

18. What happens to accrued and unused annual leave under the VSROP?

Employees who retire effective with the last pay period in June may have their final day of work adjusted to use all accrued annual leave prior to retirement or separation. This policy found in Faculty-Staff Handbook 3710 B-7 supersedes all other policy statements regarding annual leave. Employees whose salaries are paid from grants or contracts, or other sources of one-time funds are required to use all accrued annual leave prior to the expiration of the grant, contract, or one-time funds source. In some cases, at the discretion of the dean or unit head, accrued and unused annual leave may be paid as a lump sum payment upon retirement or resignation. Both the employee's preference and the effect on efficient operation of the unit must be considered in establishing mutually agreed periods of leave.

19. What happens to accrued and unused sick leave under the VSROP?

The University makes no cash pay out for unused sick leave. Since under the VSROP, the UI will pay medical benefits for participants there is no employee contribution for medical insurance payments. Therefore, as a practical matter, unused sick leave has no monetary value to VSROP participants.

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20. How can I find out about my social security benefits and the effect of my VSROP payments on social security?

Contact the Social Security Administration via the Internet or at the address or phone number shown below. http://www.ssa.gov/SSA_Home.html (You can locate the office nearest you at this web site) The general toll-free phone number for the Social Security Administration is 1-800-772-1213. There is an office in Lewiston: 1617 19th Ave., Lewiston, ID 83501; (208) 746-2995 TTY: (208) 746-9942

21. Can I come back and work for the UI again after I retire or resign?

The VSROP requires that you not seek re-employment by the UI for at least ninety (90) days following your effective date of retirement or resignation ("termination date" on your release of claims). This requirement applies to all VSROP participants and is not dependent on your drawing retirement benefits after leaving the UI. Following that time period, re-employment is at the discretion of the UI. If you are drawing retirement benefits your plan may limit your re-employment options. For PERSI retirees please see the PERSI Second Quarter 2001 Newsletter attached. Before making plans for re-employment you are strongly advised to consult with your retirement plan.

22. I am an academic year appointee. If I retire or resign effective at the end of the spring 2002 semester, may I continue to work until the end of the contract term, June 22, 2002?

No. Your resignation or retirement date is the date you enter on your Agreement under the VSROP. You may not seek re-employment with the UI for a period of 90-days following that date. If you are a PERSI retiree you should consult with PERSI to determine the best "termination date" for your circumstances.

23. I was divorced during the time when I participated in PERSI. Will this affect my PERSI payments?

PERSI will have some specific questions and will request information from your divorce proceedings before establishing the payment of benefits following retirement. Please call the PERSI legal department at 1-800-451-8228 for more information.

24. Will my future VSROP payments be payable to my heirs or beneficiaries if I die before receiving them?

Yes. The VSROP agreement you sign obligates the University to making the payments under the program. We will send the payments as directed by you at the time you enroll in the VSROP.

25. How do I ensure continuation of my medical insurance?

All employees who enroll in the VSROP will be eligible to participate in retiree health insurance and UI will continue to pay the premiums for the former employee. VSROP participants may only enroll in the Traditional Indemnity Plan.

VSROP participants may continue to pay premiums for dependents' medical insurance coverage. Your spouse, if covered by this insurance may continue, after your death, to pay premiums for this coverage as long as he or she is not remarried. (Remarriage to a UI honored staff retiree or emeritus faculty member may renew your dependent coverage.) If your spouse or dependents are not already enrolled in a UI medical insurance plan then you must enroll them during the annual open enrollment period,

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May 1 through June 1 with enrollment effective July 1 of the new plan year. Adding eligible dependents during the open enrollment period may be done in any year the VSROP participant is enrolled. Life style changes such as marriage, divorce, or the birth or adoption of children, create an opportunity for enrolling a new dependent in the medical insurance program.

Once a VSROP participant is eligible for Medicare Part B, the VSROP participant and/or dependent must accept Part B to remain on the retiree plan. Dental coverage is not provided for retirees on Medicare Part B. The UI health insurance continues to provide the insured with maximum allowable charge (MAC) coverage. MAC coverage pays the difference between what has been paid by the primary insurance provider and the remaining amount eligible for reimbursement after stop loss has been met. UI health insurance does not pay the difference between primary insurance payments and the balance billed for services. The prescription plan and preventive benefits are the same for retirees as in the active employees' plan.

The medical plan for VSROP participants, as all other eligible retirees, is subject to change at the discretion of UI.

26. How much does the UI retiree medical insurance option cost for dependents?

Each year the cost for dependents changes, generally increasing. During FY02 (July 1, 2001 through June 30, 2002) the rates are as follows:

Spouse without Medicare approximately \$230.00 per month.

Spouse with Medicare approximately \$110.00 per month

Upon retirement you receive a letter verifying continued dependent coverage, monthly rates and how payments should be made. *Our current projection for FY 03 rates indicates increases may range from 10-20%.*

The rates are adjusted with each new fiscal year effective July 1. A letter is mailed to inform retirees and dependents of the new rates and provide a statement of account for the dependent medical premiums. Statements are mailed once a year at the end of the fiscal year (usually the first week of July). Monthly bills and payment due notices are not routinely sent.

27. I am in the Federal Retirement System. How does the VSROP apply to me?

You will receive a VSROP payment as will all other eligible employees who enroll. In addition, the UI applied to the USDA for authority to offer early retirement to its employees in the Federal Retirement System. Under this authority, UI employees who retire and are at least 55 years of age will be eligible to draw on their retirement benefits earlier than normal. Because the UI does not yet know if the authority to offer early retirement has been granted, Federal Retirement System participants will have a longer period of time in which to sign their releases and enroll in the VSROP. For more information about this program and how it affects you, contact Rob Spear at rspear@uidaho.edu or (208) 885-8929. For an estimate of your Federal Retirement benefits contact Judy Comstock at judyc@uidaho.edu or (208) 885-3608.

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Exhibit No. 5. Memo to Tim White, President of the University of Idaho from Harvey Neese, Arthur Smith and Earl Bennett representing ERIP/VSROP retirees. Proposed changes to Health Insurance. November 28, 2006.

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Memo to President Tim White
From Harvey Neese, Arthur Smith, and Earl Bennett, representing ERIP/VSROP retirees
Proposed changes in health benefits
November 28, 2006

In 1999 and again in 2002, the UI encouraged sizable number of staff and faculty to retire under the ERIP and VSROP programs in order to reduce financial liability of the university and to make way for new faculty. Eligible faculty and staff were afforded a limited window of opportunity to decide whether to accept the UI's offer. During this time, retirement benefits such as university paid medical insurance were touted by the university in order to encourage early retirement. For example, UI provided the following assurances as part of its Questions and Answers concerning the VSROP offer:

2. What are the benefits of VSROP for me? In addition to a cash payment . . . *your medical insurance will be paid by the UI.*

19. What happens to accrued and unused sick leave under the VSROP? Since under the VSROP, the UI will pay medical benefits for participants there is no employee contribution for medical insurance payments.

25. How do I ensure continuation of my medical insurance? All employees who enroll in the VSROP will be eligible to participate in retiree health insurance and UI will continue to pay the premiums for the former employee.

Those accepting early retirement were required to sign contracts promising to retire at a date certain. These contracts provide as follows:

III.A. All participants in VSROP will be eligible for *all benefits offered* to honored staff retirees and emeritus faculty *under existing UI policy. These benefits include UI paid medical insurance.*

Those who retired under these programs saved the university millions of dollars and preserved the jobs of a large number of young faculty and staff. These retirees terminated their employment, relinquished employee benefits, and selected pension options relying upon these promises.

However, current proposals for changes in retiree health and life insurance benefits fail to recognize the distinctive features of the ERIP/VSROP contracts. Representatives Trail and Schroeder attended the November 9th UIRA Task Force discussion of these proposals and Senator Schroeder offered to submit to the Attorney General the question of UI legal obligations to ERIP/VSROP retirees. We wish to avoid a public dispute with the University and would prefer pursuing the matter in-house if possible.

Does the UI recognize that the ERIP/VSROP contracts obligate UI to cover the cost of health and life insurance premiums? If so, we ask that this be reflected in the final plan which you will be taking to the Board of Regents. If not, we request an explanation from university counsel as to why the UI is not so obliged.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

Exhibit No. 6. Analysis of VSROP Employee Rights, Kent E. Nelson, General Counsel,
University of Idaho, February 26, 2007.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

Analysis Of VSROP Employee Rights

The VSROP program was intended to provide financial incentive for faculty and staff to retire. The financial incentives were available to those who already were eligible for retirement as well as to a limited group who met an accelerated retirement rule for early retirement. For those who were already eligible for university retiree benefits¹, the sole incentive was money. In exchange for their agreement to retire, those individuals received cash payments of up to 1 full year's salary. Those who met the VSROP eligibility for early retirement² received the cash payment as well as the right to receive university retiree benefits as though they had retired under the then current general requirements.

Other than the cash payment for choosing to retire within the VSROP window and the early retirement eligibility for some, there were no special benefits allocated to the VSROP participants. The VSROP contract addressed "benefits" stating, "[a]ll participants in VSROP will be eligible for all benefits offered to honored staff retirees and emeritus faculty under existing UI policy. These benefits include UI paid medical insurance."

The VSROP retirees have always received UI paid medical insurance, and will continue to do so. They may elect between a fully paid plan or a cost sharing. Consequently, there is no change in any term of the VSROP contract that would require an agreement between the UI and each retiree.

There is nothing in the VSROP contract that binds the UI to continue retiree health benefits at the particular level they may have been at the time a person chose to take advantage of the program. The University always retained (and continues to retain) the right to revise its benefit programs up or down. This is clearly stated in the University's retirement pamphlet³ that was provided to all employees considering participation in the VSROP program, as well as in the Faculty-Staff Handbook⁴.

February 26, 2007.

Kent E. Nelson
General Counsel
University of Idaho

¹ The applicable criteria in the contract (which mirrored then current general retirement criteria) were:

1. completion of 30 or more net years of service to the UI; or
2. completion of 15 net years of service to the UI and attainment of age 64;

² The applicable criteria in the contract was 50 years of age and a rule of 76. The then general retirement criteria applied a rule of 80.

³ The University of Idaho Retiree Benefits pamphlet stated on page 2 as follows:

"Current benefits to these individuals include life insurance, retiree health insurance, educational privileges, free parking permit, and other incidental benefits. *These benefits may be changed by the Regents at any time.*" [emphasis added]

⁴ Language in the preamble to the description of benefits read: "The regents reserve the right to amend, modify or terminate any benefit plan at any time."

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

Exhibit No. 7. Copies of letters and articles from local newspapers.

Northwest

Forum

Latah County candidates
discuss the issues
→ PAGE 4C

INSIDE:
Regional
news: 2C
Obituaries: 5C

SECTION
G
TUESDAY
OCTOBER 24, 2006

THE LEWISTON TRIBUNE / WWW.LMTRIBUNE.COM

UI scales back retiree benefits package

University officials blame rising cost of health care for change

By JOEL MILLS
OF THE TRIBUNE

MOSCOW — Retiree health and life insurance benefits at the University of Idaho are being scaled back because of the continuing pressures of more stringent government accounting rules and increased health care costs, officials told a packed house of retirees Monday. But many of the retirees who attended the presentation on the proposed changes said they understand their former employer has been painted into a corner.

"It seemed pretty reasonable, considering the perilous times we're in," said retired German and Spanish professor John Sullivan, 83. He and his wife Elizabeth blamed the ever-increasing cost of health care, not the UI, for the proposed cuts.

So did Jack Beck, a 76-year-old former refrigeration and air conditioning technician for the UI.

"We knew it was coming," said Beck,

who retired 13 years ago to the benefits the UI has provided since the late 1980s.

Other schools, such as Washington State University, are part of their state-funded retirement plans. But about 20 years ago the UI opted out of the Public Employment Retirement System of Idaho, PERSI, so it could shop around for cheaper insurance for its relatively low-risk employees.

The university has maintained the plan since, but President Tim White said the accounting rules and cost increases have forced the UI's hand. Under changes made by the Governmental Accounting Standards Board, public entities such as colleges and universities have to record their current and future employee benefits as an expense.

Without changes to the benefits package, that number would be \$222 million for the UI.

"To put that number into context, that is 70 percent of our total annual operating budget," White said of the so-called "unfunded liability."

So to reduce that liability, the UI is

→ See **BENEFITS**, Page 3C

TUESDAY, OCTOBER 24, 2006

LEWISTON TRIBUNE

BENEFITS: Some retirees unsatisfied with move

→ Continued from PAGE 1C

tweaking the variables in the coverage and installing a four-tiered structure that largely keeps intact coverage for current retirees and employees near retirement, albeit at a higher cost. The flip side is that newer employees in the bottom three tiers will have to pay even more for their benefits and work more years to get them.

With the proposed changes, the liability can be reduced to \$99 million, and the UI can amortize that with a much more manageable \$7.6 million annual contribution to a health care trust fund, officials said.

White said a philosophy of protecting the older employees' benefits at the expense of younger employees was adopted early in the process by the UI's benefits task force. Those employees have served the UI longer, he said, and therefore deserve that consideration.

Still, some in the audience said they weren't satisfied.

"I'm troubled that the university can renege on a long-standing promise so easily," said retired agricultural economist David Walker, 62. Walker said one of the main reasons he accepted an early retirement package in 2002 was the promise his benefits wouldn't change.

Other retirees raised the same question, but task force members pointed out language in the contracts explicitly allows the UI to modify the benefits as it deems necessary. Walker said he wouldn't have taken early retirement if he'd known the benefits would change so soon.

And Walker noticed the UI was careful to mention it could change the plan again in the future.

"There's a very fine line between taking it away totally, and pricing it out of the reach of retirees," he said of the increasing cost of the previously free insurance. "At some point, you can price it so high that you might as well take it away."

Peter Haggart, a retired communica-

tions professor and task force member, said after nearly two years of wrestling with the benefits question, he now fully understands and accepts the UI's predicament.

"I feel very good about what we did and how we did it," he said.

Current UI employees will hear about the more drastic changes to their benefits at a 9 a.m. meeting today in the Student Union Building. The university administration will be accepting comments and recommendations on the proposed changes until Nov. 23. Those who wish to comment may do so on the Web at www.uidaho.edu/retireetaskforce, or by mail at Retiree Benefit Task Force, P.O. Box 444332, Moscow, Idaho, 83844-4332.

White will make a final decision in January, which is subject to the approval of the State Board of Education. If adopted, the changes would take effect on July 1.

Mills may be contacted at jmills@lmtribune.com or at (208) 883-0564.

Volume 91, Number 252 • 50¢

UI outlines changes to benefits for its retirees

*Task force recommends
changes to keep program alive*

By Kate Baldwin
Daily News staff writer

The University of Idaho revealed plans Monday to change its health and life insurance benefits program for current and future retirees in order to sustain the program.

Under the recommended plan, retirees would pay more for their benefits in July, and current employees would face a new tiered system of eligibility.

More than 200 people sat shoulder to shoulder at Moscow's Best Western University Inn to hear the first presentation of the recommendations by the UI's Retiree Health and Life Insurance Task Force and to find out how their future would be affected.

UI retiree Jim Milligan estimated he would pay at least \$250 more each year under the recommendations.

Because he is over 65 and eligible for Medicare, Milligan would begin paying \$20 a month to maintain his health benefits. That amount could be higher if he decides to take advantage of the new dental coverage being offered for \$30 a month, or if he decides to take life insurance above the basic \$10,000 provided.

Right now, "they are just throwing numbers at me. I need to see the details," Milligan said.

For other retirees who are under 65 and not yet eligible for Medicare, the monthly co-pay for health insurance would be \$30.

While the co-pay is a new recommendation, there will be no changes in the prescription drug benefits or the medical coverage offered. The annual rate increases for the co-pay will be capped at 10 percent. There are no changes for coverage of spouses and dependents. Retirees still will be obligated to pay 100 percent of those

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This system applies to Tier I participants, which include 872 retirees and 321 employees who are eligible but still working.

The three remaining tiers offer varying levels of benefits and cost-sharing arrangements.

One woman from the audience said it seemed the tiers were not fairly balanced, with Tier I members being treated better than the others.

The presenters said the tiers were established to adjust for those who had time to plan for the changes versus those who could not, such as current retirees and those close

See **BENEFITS**, Page 5A

TASK FORCE MEETINGS

The University of Idaho will be presenting the recommendations of the Retiree Task Force through a series of meetings.

In Moscow:

Nov. 1 — 8-10:30 a.m., Student Union Ballroom

Nov. 6 — 4-5:30 p.m., Administration Building Auditorium

Additional meetings are being held across the state from Wednesday to Nov. 6. For more information on these events and to submit comments, visit www.hr.uidaho.edu/retireetaskforce.

MOSCOW-PULLMAN DAILY NEWS

Benefits

from Page 1A

to retirement.

Employees are divided among these tiers based on their age and years of service. Tier II has 278 employees, Tier III has 1,118 employees, and Tier IV will comprise 504 current employees as well as any new hires.

The need to change the existing benefits program was driven by rising health care costs and a new rule from the Governmental Accounting Standards Board.

GASB Rule 45 requires that governmental bodies, such as universities, either fully fund or record as a liability the full cost of current and future retiree benefits, along with interest.

For the UI, the rule represents \$222 million in accrued liability that will have to be funded or recorded as an unfunded obligation.

If the UI's benefits program was left unchanged, that \$222 million in liability debt would put the core mission of the university at peril, said UI Vice President for Finance and Administration Lloyd Mues.

"It puts the university at risk if we did nothing, and the university is more important than any one person," Mues said.

The proposed recommenda-

tions lower that liability to \$99 million.

By implementing the cost-sharing plan and tiered eligibility, the UI can lower its annual payments on the liability from \$10 million to \$7.6 million. Even at \$7.6 million, it is an increase from the \$4.6 million that was contributed before the requirements of the GASB rule were applied.

Under the recommendations, the \$7.6 million annual payments will be split between the university and the participants in the program. The UI will pay \$5.8 million, or 76 percent. The remaining \$1.8 million is split between retiree contributions, estimated at \$800,000, and their spouse and dependent contributions, estimated at \$1 million.

The annual payments will go into a trust fund that will build up over time. The trust will be managed by a board of trustees.

"It will be very, very safe," Mues said.

UI retiree Joyce Presby, 65, said the recommendations appear to be "very well thought out." Even so, she intends to take advantage of the open comment period, which runs until Nov. 23.

Kate Baldwin can be reached at (208) 882-5561, ext. 239, or by e-mail at kbaldwin@dnews.com.

OUR VIEW

A promise should last a lifetime at UI

As trite as it may sound, a promise should be forever.

So we have to question the University of Idaho administrators' thought processes when they decided to change the terms of retired staff and faculty.

Seemingly, the UI reneged on a promise made to recent retirees that it would pay the former employees health and life insurance.

Free insurance is a great perk — if you can get it. Nearly 270 UI employees felt such an incentive was worth taking early retirement packages offered between 1999 and 2003.

The UI saw the buyout package as a way to save millions of dollars in salaries and other expenses during a budget crunch.

Under the circumstances the opportunity looked too good not to take advantage.

"A number of us took the buyout. Between 1999 and 2003 they got us to sign and said they would guarantee our health insurance and life insurance," said Wilcen Anderson, a UI retiree. "A year after everyone left, they came back and said we would have to pay."

That didn't sit well, and Anderson and three other retirees filed a claim for damages with the Idaho Secretary of State's Office on Dec. 12.

A retirement package is something on which those no longer working rely. Retirees are on fixed incomes and increases in basic expenses nibble away at monthly payments. Hefty insurance premiums added to monthly expenses can be devastating, especially if the payment was neither expected nor planned for.

The UI has yet to answer the claim other than to say it was received and was being reviewed by the university counsel and the state's Office of Risk Management.

We hope some satisfactory agreement can be reached between the parties before the issue heads to the court system.

It is important to the UI to be as forthcoming as possible in how it honors agreements.

The economy is not stable enough for the university to set a fiscal course that lasts too many years.

Who knows, the school may find itself in a bind, as it did after the 2003 University Place debacle, and want to offer similar retirement incentives.

Getting people to sign up will be tough if the UI is saddled with a reputation of not keeping its promise.

—Murf Raquet, for the editorial board



Lawsuit

from Page 1A

Anderson said she and others would have been more than willing to work with the university because they "understand that retiree benefits are expensive."

"They just said, 'This is what we're going to do.' We made every attempt to work with them," she said.

Anderson said concerned retirees initially talked to UI President Tim White, who said he'd "get back to" them.

"He never did," Anderson said. "The next time we heard from him, they said they were going to do this anyway."

Anderson said above all, many faculty and staff members feel shafted by the university they devoted their working lives to.

"We were very reluctant to go this far," she said of the notice of claims of damages. "We really have strong feelings for the university; we devoted a lot of time in our life."

Anderson said the university's actions are worrisome.

"They are a higher-education university," she said. "What kind of an education are they

providing if they treat people this way?"

Other claimants in the notice of claims are former UI employees Harvey Neese, Joyce Presby and Arthur Smith.

"There have been four of us that have been very active in getting this (court claim) going," Anderson said. "We're concerned about the UI's integrity. You don't get someone to retire and then go back and say you're going to take that away."

Anderson said part of the problem many former UI employees are now facing is the cost associated with life insurance they thought would be covered by the university.

"The older you get the more (life insurance) costs because of age," Anderson said. "It would have been less expensive for me to buy that then than now."

Anderson said the notice of claims for damages is not an attempt to "get money" from the university, but instead to hold the university accountable.

"We signed on the dotted line," she said. "We like to think that we stand for something and we don't believe in what they're doing."

Hadley Rush can be reached at (208) 882-5561, ext. 239, or by e-mail at hrush@dnews.com.

50 CENTS

UI retirees not thrilled about benefit changes

Claim for damages states UI broke promises it made when employees agreed to retire early

By JOEL MILLS
OF THE TRIBUNE

12/25/07

MOSCOW — Nearly 270 University of Idaho retirees think they were cheated out of special benefits they were given for retiring early, and are considering a lawsuit against their former employer.

Earlier this month, the retirees put the university on notice with a claim for damages filed with the Idaho Secretary of State's Office in Boise. In the claim, which is a precursor to a lawsuit, the retirees say the university broke deals it cut with them in 1999 and 2002 to make way for new faculty and to save money.

"It was a deal," said T. Alan Place, a retired mechanical engineering professor and a member of the class action, which involves about 268 retirees. "The university administration is reneging on that deal. We're now getting higher deductibles, we're getting poorer health care offerings, and there's now a cost to health care that we didn't have before."

The 11-page claim says that by agreeing to leave their jobs early, the retirees did the UI a favor and helped it save millions of dollars. "These retirees terminated their employment, relinquished employee benefits, and selected pension options relying upon these promises from the University," it states.

The UI does not typically comment on pending litigation, but it issued a statement that President Tim White's office had received notice of the claim.

► See **CHANGES**, page 5A

TUESDAY, DECEMBER 25, 2007

LEWISTON TRIBUNE

CHANGES: UI retooling benefits to save money

Continued from PAGE 1A

"The claim arises from revisions to the university's retiree benefits," the statement said. "The notice is being analyzed by university counsel and by the state's Office of Risk Management."

The university has 90 days to respond to the claim. The State Board of Education, which doubles as the UI's Board of Regents, is named as a co-defendant.

Like many public institutions, the UI has been retooling its employee and retiree benefits packages over the last few years to reduce its financial liabilities. But any widespread problems brought on by rising costs of health care and other benefits were worsened by the actions of the UI, Place said.

"There seems to be an all-out assault on fringe benefits by this administration," he said, adding that the university set itself up for failure when it switched to a self-insured plan in the late 1980s. "The university is far too small a pool to be self-insured. If you get somebody that's got really expensive ailments, then you're draining the pool of resources very rapidly."

Place said the UI essentially pulled the

rug out from under its most loyal servants. As an example, he pointed to a \$1 million lifetime cap on medical benefits instituted after retirees agreed to the early buyouts.

At a human resources meeting where retirees were discussing the cap, Place said a woman who had been fighting cancer raised her hand and said she her medical expenses were already at \$1 million.

"What the university is essentially saying is 'Thanks for the 30 years of service, sorry you've got cancer, goodbye,'" Place said.

He said current employees are also suffering from changes to their benefits, but are not eligible to join the retirees' class action claim. "Their benefits are eroding so fast it's unbelievable," Place said.

Specifically, the retirees claim the UI enticed them into retirement with offers to pay for medical and life insurance premiums. But changes enacted this year require them to pay health insurance premiums, and reduced their life insurance coverage, according to the claim.

The programs were known as the Early Retirement Incentive Program, offered in 1999, and the Voluntary Separation and Retirement Opportunities Program,

offered in 2002. The EIRP encouraged older faculty members to retire so new people could be hired, and VSROP raised \$7 million that had to be repaid to the state under the 2002 statewide budget holdback ordered by former Gov. Dirk Kempthorne, according to the claim.

"The University's implementation of the 2007 benefit changes violated each claimant's rights under the applicable EIRP or VSROP contract," the claim states.

The retirees are seeking the restoration of their benefits, and repayment of any out-of-pocket costs they incur while the claim is pending, Place said. The claim states that for medical insurance, each claimant must pay \$240 per year, for a total of more than \$64,000 per year. The retirees are also paying to replace the life insurance coverage they lost, which is an unspecified portion of the \$1.3 million the UI saved by making changes to life insurance benefits, according to the claim.

The retirees are not seeking punitive damages.

Mills may be contacted at jmills@lmtribune.com or (208) 883-0564.



TOWN CRIER III

Paul Kears
12/17/08

A good post-holiday knuckle-rapping rant

Now that the holiday season is well and truly over for another year, and all the thriftily preserved Christmas paraphernalia are packed away in an organized fashion (more or less), we can turn to other matters.

In fact, now that we've been unbearably nice to everyone whose path we've crossed for a solid month, and pretended not to notice that it's already dark when we awaken from nodding off after lunch, it's time for a good rant.

It has come to this columnist's attention that even during the season of good will toward men, certain entities have shown themselves to be somewhere between less-than-charitable and downright sneaky in their dealings with the rest of us.

First on the list of offenders are the big corporate banks that issue major credit cards. Over the past several years there has been a steady erosion of the number of days between receipt of one's monthly bill and the payment due date, shortening the operative "grace period" from the historical average of three weeks to a more recent 11 days. In December, however, that interval is manipulated to shrink to as little as six business days, virtually assuring that many of us will be sucked into the late-payment trap even if we mail the check back on the same day. The fine print in the contract states that a payment arriving after 10 a.m. on the due date will incur a late fee. Taking into account weekends and holidays, here's a real-life example: A VISA bill (cycle closing date Dec. 5) arrives in the unlucky cardholder's mailbox on Dec. 15, and the payment due date is Dec. 25. (If you think



Martha Godchaux

that date is fortuitous, I'd be happy to sell you a bridge.) A glance at the calendar reveals that there are only six days on which mail moves between Dec. 15 and Dec. 25, and the payment office will not be open to receive mail on Dec. 22, 23 or 25.

To make matters worse, the managers of those offices instruct clerks to "misplace" the incoming payments if by some miracle they actually arrive Dec. 24. Given that holiday spending typically swells the December bill for most of us, the ghouls who run the credit card divisions of the big banks are salivating green ooze at the thought of all those delicious late fees and interest charges. They know it's a busy season for everyone, especially the parents of young families, and the putative slowness of Christmas mail and uncertainty of December weather will provide them with cover. If this scam happens to you, you may be tempted to call that nice young lady in Hyderabad, improbably named Suzy or Buffy, and scream obscenities at her, but you probably won't because a) that's getting more difficult to do, what with the interminable "press-the-pound-key-to-self-immolate" menu, and b) the bank's policy really isn't Suzy's fault.

You can write a terse, obscenity-free letter to Customer Service, stating calmly that you are closing your account because they are such a grasping bunch of sleazy bastards who — ooops. Sometimes the letter approach will result in a phone call from

Suzy's supervisor, saying unctuously that they are so sorry for the error; the charge will be removed, blah, blah, blah. Of course there's also the risk the bank actually will close the account.

Second on the list of offenders is an institution closer to home than the big bank headquarters — the University of Idaho. Specifically, those administrators who make decisions about benefits deserve one more rap on the knuckles, even though articulate critiques of recent decisions have already appeared on this page.

The ink on the VSRQP contracts was barely dry when the announcement was made that henceforth the university would contribute nothing toward health insurance premiums for retirees' dependents. This was unkind, but not illegal, as dependents' health care had not been written into the VSRQP contracts. Later came the announcement that retirees themselves would no longer have premiums paid in full, despite an explicit contractual guarantee they would be covered for life. Completing the triple whammy, the university backed away from providing domestic partner benefits. Clearly, when the almighty dollar conflicts with niceties like honoring contracts or simply doing the right thing, these administrators have the moral courage of your average slime mold.

Martha Godchaux is a semi-retired geologist. Born, raised and educated in New England, she has lived in Moscow for nearly two decades, enjoying the beauties of the Northwest and the proximity to several grandchildren. *Town Crier III* is a weekly series of columns contributed by 13 local writers. The *Town Crier* columns run on Wednesday.

Former University of Idaho employees brace for the worst

By David 1/11/2008
Group of retirees consider class-action lawsuit, they allege university failed to meet contractual obligations

By Hadley Rush
Daily News Staff Writer

John Hendee and other disgruntled University of Idaho retirees are waiting out a 90-day period the UI has to respond to a claim filed against it by four former employees in December that could be a precursor to a class-action lawsuit.

The former employees are considering further legal action against the university, alleging the university failed to deliver on contractual promises of up-front cash, continued pay for health insurance and salary-equivalent life insurance policies in a retirement buyout offered in 1999. About 270 former UI employees took the buyout offers.

Hendee, a former dean in the UI College of Forestry, said the incentives the university offered him were a deciding factor in his retirement.

"No one works forever," Hendee said. "I was getting older, but I could have worked for several more years. This was part of the package that was explained to me when I came to the University of Idaho."

Hendee, who retired from the UI in 2002 and moved to Sausalito, Calif., said he's also concerned because as dean of his department, he hired new faculty and told them they would receive the same retirement benefits he was offered when he took his position.

"I explained to them that this was the University of Idaho's policy. ... You take

jobs based on the policy and how they treat their people," Hendee said. "I feel badly because my integrity was impugned."

UI officials released a one-paragraph statement in December regarding the allegations. It reads, "The University of Idaho has received notice of a claim under Idaho's Tort Claims Act. The president's office received it on Dec. 12, 2007. The claim arises from revisions to the university's retiree benefits. The notice is being analyzed by university counsel and by the state's Office of Risk Management."

UI officials are abstaining from further comment.

Hendee said he was promised lifetime health insurance at no cost, which he calculated would be equal to or greater than \$100,000 over the rest of his life.

To replace his insurance at the prices the UI offered, Hendee said he'd be paying \$178 per month, or \$2,136 per year.

Hendee said he and his wife have seven children and eight grandchildren — with another on the way — who will be affected by the situation.

"They also took away the \$1,000 spousal life insurance coverage," he said. "Everybody likes the idea of leaving a legacy, including something for your heirs. It's going to affect my heirs and (my) financial planning."

Former UI employee Harvey Neese — who is listed as a claimant along with Wilcen Anderson, Joyce Presby and Arthur Smith — said he saw a red flag when the UI's Benefit Program Task Force completed its work in September 2006, months after final decisions were included in an annual report filed in June of that year.

If you look at the annual report

See RETIREES, Page 2A

Retirees

from Page 1A

that was due June 30 (2006), the main parts including co-pay, reduced benefits and (life) insurance being cut to \$10,000 was included," Neese said.

Neese, who began working for the UI tending to flower beds as a junior in high school, said he's baffled by the university's decision to treat former employees this way.

"I never had a bad thought about the University of Idaho until this, and it really hurts," Neese said. "None of us would have ever thought this would happen."

Neese worked for the university via the Post Harvest Institute for Perishables, an international program he said brought in millions of dollars for the university.

Neese said he thinks the UI should have "grandfathered-in" the approximately 270 employees who were contracted ben-

efits, and then tapered down what it offered to other employees.

"That's the way the administration in the past would have done it," he said. "I don't know what to think about these people."

Earl Bennett, former dean of the UI College of Mines, said he isn't concerned about the money.

"It's no impact to me as far as the money goes," Bennett said. "It's got nothing to do with money. The UI said they were

going to do this for people and now they aren't."

Bennett said although the UI has 90 days to respond, he doesn't expect it to do so. That may spark a full-blown lawsuit.

"My guess is the university will do nothing," he said. "And I think it may very well turn into a class-action (lawsuit) if they do nothing."

Bennett said he thinks the 90-day time period is of little interest to the UI.

"They can afford to sit on this forever," he said. "Time is on their side. It always is in these legal actions."

Bennett said the current administration is part of the problem in resolving the matter.

"It's a brand new administration," he said. "They have very little past knowledge, and that's part of the issue right there, ... a bunch of new guys (in) there."

Hendee said if there was one word to sum up the situation, it would be "disappointed."

"I loved the University of Idaho," he said. "And I feel the UI's integrity is impugned by reneging on signed contracts they made with people who gave the best years of their careers."

Hendee said despite the financial turmoil the university has caused some of its retirees, he has hope it will "reflect on the importance of living up to signed contracts."

"I'm still proud to have been connected with the UI and I will continue to support her, but I hope they do the right thing," he said.

Hadley Rush can be reached
at (208) 882-5561, ext. 239,
or by e-mail at hrush@dnews.com.

LETTERS TO THE EDITOR

League of Women Voters will put a copy of this information at Neill Public Library.

If you have questions about the information, please call me.

Karen Kiessling
Voter Service Committee
Pullman League of Women Voters

Treatment by UI not appreciated

I have never written a letter to the editor, but this is a subject that affects both my wife and I plus a lot of our friends and fellow retirees.

My wife and I were born and raised in Moscow, as were our parents. The University of Idaho has meant a lot to us and our families other than just a place of employment, as we have taken classes, attended plays, athletics, etc.

We would have stayed employed at the UI until full retirement if the early retirement package had not been offered to us with full medical and death benefits paid for the rest of our life.

It sure hurts to think that after the years of employment, participation in university functions, donations and caring for

the UI, that this is the way the administration is trying to treat us.

Bud and Jan Weinmann
Moscow

Stay prepared for driving in snow

I've seen this happen throughout the region too often this winter.

Many drivers I have come across in this wintery season have been doing it right, but a distressingly high percentage need a reminder.

Thursday was the last straw. Most seem to be slowing down sufficiently now, but too many drivers are driving around in snowstorms without their lights on.

Please, we all need the enhanced visibility in often white-out conditions. If you are not driving with your lights on you are a hazard.

The same goes for those who do have their lights on but have not taken the time to clean off your headlights and blinkers. Might as well just not turn them on.

Please take a moment to properly clean off your vehicle.

Jeremy Lessmann
Pullman

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
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OUR VIEW (UI Argonaut Editorial Jan. 11, 2008)

HONOR THY WORD

In the midst of the changes and challenges of restructuring the benefits packages of current employees comes word of a potential lawsuit between UI and a group of retired faculty and staff. The claim filed with the Secretary of State indicates that the university is in breach of contract concerning promised medical and life insurance benefits to employees who accepted early retirement in 1999 and 2002.

The first wave of early retirees did so in order to make room for new faculty to be brought in. The second wave, however, did so in order to avoid potential layoffs. The retirees not only signed contracts for benefits if they retired during a "limited window of opportunity" but had the solemn promise of the university and the State Board of Education that these benefits would not change.

The language of the claim says that voluntary retirement was "encouraged and induced" by the university and the Board, but retirees agreed to the contract because it seemed like a good deal and, in the case of the 2002 retirees, would assist the university in raising \$7 million needed to repay the state for an emergency budget reduction ordered by former governor Dirk Kempthorne. So much for a promise.

The disputed changes required retirees to choose between two medical benefits plans in June, one requiring a monthly payment for the same benefits and a second that required no additional payments but reduced the benefits.

The benefits being paid to these retirees, many who were tenured faculty and honored staff, were not more than what they would have received if they had remained with the university. They were not receiving special treatment different from other retired university employees, they were simply afforded the opportunity to retire early and offered a deal to make the decision easier, all for the benefit of UI.

The university has 90 days to make this right. It is a simple solution that seems to have gone over the head of the leaders we are supposed to be looking up to. As former dean of the College of Mines Earl Bennett said, "The UI just doesn't need any more bad publicity." Fulfilling promises and keeping to contracts are attributes inherent in an honorable institution. That it can boost the image of the university should be a secondary concern to doing what is right.—TJT

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SUBJECT

Idaho State Board of Education 2009-20013 Strategic Plan

REFERENCE

March 27, 2008

Board reviewed initial Strategic Plan proposal

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.
Section 67-1903, Idaho Code.

BACKGROUND

The State of Idaho requires the Board and agencies and institutions of the board to submit a strategic plan each year in July. This draft strategic plan has been developed by Board staff with input from the agencies and institutions.

DISCUSSION

This draft plan was presented to the Board at their March 27, 2008, meeting and has been revised slightly to reflect further recommendations from agencies and institutions. As required by state statute, the strategic plan includes performance measures and benchmarks for each objective contained in the strategic plan. These performance measures and benchmarks may require some modification in the future based on availability of relevant data.

Along with the Strategic Plan, are planning calendars (calendar year 2008 and calendar years 2009-2013) which address planning timelines for strategic planning, performance reporting, budgeting, academic programs, and legislative proposal development.

IMPACT

This Strategic Plan will help direct the Board and Board governed agencies and institutions efforts during the next several years, and provide significant guidance and direction for planning and budget development.

ATTACHMENTS

Attachment 1 – Draft Strategic Plan and Planning Calendars

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends that the Board review and approve both the plan and calendar.

BOARD ACTION

A motion to approve the State Board of Education Strategic Plan and Planning Calendar as submitted. Specific performance measures and benchmarks included in this plan may be modified, as appropriate, by approval of the Board's Executive Committee.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**Idaho State Board of Education Strategic Plan
2009-2013**

Vision:

The State Board of Education envisions an accessible, seamless public education system that provides for an intelligent and well-informed citizenry, contributes to the overall economy, and improves the general quality of life in Idaho.

Mission:

The Idaho educational system, consisting of the diverse agencies, institutions, school districts, and charter schools governed by the Board, delivers public primary, secondary, and postsecondary education, training, rehabilitation, outreach, information, and research services throughout the state. These public organizations collaborate to provide educational programs and services that are high quality, readily accessible, relevant to the needs of the state, and delivered in the most efficient manner. In recognition that economic growth, mobility, and social justice sustain Idaho's democratic ideals, the State Board of Education endeavors to ensure our citizens are informed and educated in order to achieve a higher quality of life and effectively participate in a democratic society.

Authority and Scope:

The Idaho Constitution provides that the general supervision of the state educational institutions and public school system of the State of Idaho shall be vested in a state board of education. Pursuant to Idaho Code, the State Board of Education is charged to provide for the general supervision, governance and control of all state educational institutions, to wit: Boise State University, Lewis-Clark State College, the School for the Deaf and the Blind and any other state educational institution which may hereafter be founded, and for the general supervision, governance and control of the public school systems, including public community colleges. The State Board of education shall be known as the State Board of Education and Board of Regents of the University of Idaho.

**State Board of Education Governed
Agencies and Institutions:**

Educational Institutions	Agencies
Idaho Public School System	State Department of Education
Idaho State University	Division of Professional-Technical Education
University of Idaho	Division of Vocational Rehabilitation
Boise State University	School for the Deaf and the Blind
Lewis-Clark State College	Office of the State Board of Education
Eastern Idaho Technical College	Idaho Public Broadcasting System
College of Southern Idaho*	Idaho State Historical Society**
College of Northern Idaho*	Commission for Libraries**
College of Western Idaho*	
*Also have separate, locally elected oversight boards	**Also have separate oversight boards appointed by the State Board of Education

Goal I: Quality – Sustain and continuously improve the quality of Idaho’s public education, training, rehabilitation, and information/research programs and services.

Objectives for quality:

1. Continue developing a career continuum and compensation system for all teachers, faculty, and staff that rewards knowledge, skills and productivity; and promotes recruiting, hiring, and retention.
 - *Performance Measure:*
 - Board governed agency and institution personnel total compensation as a percent of peer organizations.
 - *Benchmark:*
 - Teachers, faculty, and staff should enjoy good working conditions and be compensated at levels comparable (90-100 percent) to peer public and private organizations (normalized by the Consumer Price Index and location).
2. Strive for continuous improvement and increased level of public confidence in the education system through performance-based assessments and accountability, and monitoring of accreditation processes.
 - *Performance Measure:*
 - The number of schools and districts meeting or exceeding Adequate Yearly Progress (AYP) each year.
 - *Benchmark:*
 - Number of schools and districts meeting or exceeding AYP each year to 100% by 2013.
 - *Performance Measure:*
 - Schools, institutions, and agencies accreditation results.
 - *Benchmark:*
 - Schools, institutions, and agencies meet or exceed accreditation standards.
3. Increase the availability of highly qualified teachers, especially in high need areas.
 - *Performance Measure:*
 - Number of Idaho teachers who are certified each year by specialty.
 - *Benchmark:*
 - Numbers of certified teachers are adequate to meet demand.
4. Enhance the State’s infrastructure and capacity for biomedical research through collaborative efforts between our three public universities and the Veterans Affairs Medical Center (VAMC) Biomedical Research Expansion Initiative.
 - *Performance Measure:*
 - Total dollar amount of grants for biomedical research (funded externally from state resources).

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- Number of biomedical researchers being trained and number of researchers engaged in biomedical research at the VAMC facility.
- *Benchmark:*
 - Total dollar value of biomedical research grant funding (external of state resources) increases.
- 5. Improve the service delivery model for infants, toddlers, children, and youth who are blind, visually impaired, deaf, or hard of hearing, including those with additional disabilities or deafblindness.
 - *Performance Measure:*
 - Satisfaction of parents of infants, toddlers, children, and youth who are blind, visually impaired, deaf, or hard of hearing, including those with additional disabilities or deafblindness.
 - *Benchmark:*
 - The number of parents of infants, toddlers, children, and youth satisfied with services in the state will be at least 90%.
- 6. Continuously evaluate and make additions as necessary to service delivery models for transition age youth and adults with disabilities.
 - *Performance Measure:*
 - The number of eligible transitioning youth and adults who have become successfully employed.
 - *Benchmark:*
 - The number of youth and adults successfully employed will be equal to or greater than the preceding year.
- 7. Support and enhance the state's infrastructure and capacity for advanced energy studies through collaborative efforts between our three public universities and the Idaho National Laboratory at the Center for Advanced Energy Studies.
 - *Performance Measure:*
 - Total dollar amount of grants for advanced energy studies (funded externally from state resources).
 - *Benchmark:*
 - Total dollar value of advanced energy studies grant funding (external of state resources) increases.
- 8. Foster an academic environment that encourages and enables cooperative (public/private partnerships) efforts to engage in relevant research.
 - *Performance Measure:*
 - External funding for research per faculty FTE.
 - *Benchmark:*
 - External funding for research per faculty FTE is equivalent to peer institutions.

Goal II: Access – Continuously improve access for individuals of all ages, abilities, and economic means to the public education system, training, rehabilitation, and information/research programs and services.

Objectives for access:

1. Increase participation of secondary students in advanced opportunities programs for receiving postsecondary credits (Advanced Placement Courses, dual credit, Tech-Prep, and International Baccalaureate).
 - *Performance Measure:*
 - Number of schools/districts offering advanced opportunities in each program and the total number of students enrolled in each program.
 - *Benchmark:*
 - One hundred percent of secondary schools offer advanced opportunities.
 - Students enrolled in advanced opportunities programs will increase.
2. Maintain and increase high school graduation rates, especially for minority students.
 - *Performance Measure:*
 - Percentage of 9th grade students graduating from high school.
 - *Benchmark:*
 - Increase the percentage of 9th grade students graduating from high school.
3. Increase student access to educational opportunities by reducing barriers to efficient transfer of credit and student status.
 - *Performance Measure:*
 - Number of transfer students, average number of credit hours requested for transfer, and average number of credit hours (as a percent total requested) accepted for transfer by the institution.
 - *Benchmark:*
 - At least 90% of credits requested will transfer for students (with two or less years of postsecondary education) when transferring from one of Idaho's regionally accredited postsecondary institutions to another Idaho regionally accredited postsecondary institution.
4. Increase access to postsecondary education by improving students' ability to pay for educational costs.
 - *Performance Measure:*
 - The percent of educational costs covered by loans.
 - *Benchmark:*
 - The percent of expenses paid by loans will decrease.
5. Improve the rate of high school graduates advancing to postsecondary education.
 - *Performance Measure:*
 - Number of high school graduates (as a percent of total graduates) advancing to postsecondary education.

- *Benchmark:*
 - At least 50% of high school graduates will register as full-time or part-time postsecondary students after graduating high school.
- 6. Increase student access to relevant medical education programs (nursing, physician assistant, health technicians, and physicians).
 - *Performance Measure:*
 - Number of nurses, physician assistants, health technicians, and physicians per 100K of Idaho's population.
 - *Benchmark:*
 - Number of nurses, physician assistants, health technicians, and physicians (per 100K of Idaho's general population) will increase each year until comparing favorably with other states in the Northwest.

Goal III: Efficiency – Deliver educational, training, rehabilitation and information/research programs and services through the public education system in a manner which makes effective and efficient use of resources.

Objectives for efficiency:

1. Improve the quality and efficiency of data collection and reporting for informed decision-making.
 - *Performance Measure:*
 - Adequacy and scope of data collection systems.
 - *Benchmark:*
 - Number of systems developed and implemented.
2. Improve the postsecondary program completion rate.
 - *Performance Measure:*
 - Number of full-time, first-time students from the cohort of new first year students who complete their programs within 1½ times the normal program length.
 - *Benchmark:*
 - Number of first year students who complete their program will be equivalent to the top 30% of the institutions' peers.
3. Develop the most efficient and cost effective delivery system for adequately meeting the needs of infants, toddlers, children, and youth who are blind, visually impaired, deaf, or hard of hearing, including those with additional disabilities or deafblindness.
 - *Performance Measure:*
 - Cost, proximity, and adequacy of services provided.
 - *Benchmark:*
 - Services meet delivery standards and are efficient compared to similar delivery services in other states.

4. Improve the use of postsecondary educational resources.
 - *Performance Measure:*
 - The program cost per credit hour.
 - *Benchmark:*
 - Cost per credit hour will be consistent with institutional best practices.
5. Improve Board of Education policy pertaining to higher education tuition waivers to ensure the most efficient use of educational resources.
 - *Performance Measure:*
 - Enrollment as a percentage of capacity.
 - *Benchmark:*
 - Use of tuition waivers will maximize use of institutional resources.

Key External Factors

(beyond control of the State Board of Education):

Funding:

Most State Board of Education strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations. Availability of state revenues (for appropriation), gubernatorial, and legislative support for some Board initiatives can be uncertain.

Legislation/Rules:

Beyond funding considerations, many education policies are embedded in state statute or rule and not under Board control. Changes to statute and rule desired by the Board of Education are accomplished according to state guidelines. Rules require public notice and opportunity for comment, gubernatorial support, and adoption by the Legislature. Proposed legislation must be supported by the Governor, gain approval in the germane legislative committees and pass both houses of the Legislature.

School Boards:

The Board of Education establishes rules and standards for all Idaho public K-12 education, but Idaho provides for “local control of school districts.” Elected school boards have wide discretion in hiring teachers and staff, school construction and maintenance, and the daily operations of the public schools.

Federal Government:

A great deal of educational funding for Idaho public schools is provided by the federal government. Funding is often tied to specific federal programs and objectives, and therefore can greatly influence education policy in the State.

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CY2008 Strategic Planning/Performance Reporting /Budgeting Worksheet

Month	<u>Strategic Planning</u>	<u>Performance Reporting</u>	<u>Eight-year Academic Programs Plan (semi-annual cycle)</u>	<u>Budgeting</u>	<u>Proposed Legislation</u>
Jan		-The SBOE reviews NWCCU accreditation results as available.	-Higher Education institutions hold regional meetings and begin drafting a regional plan for academic and professional-technical program offerings over the next 8 years.		
Feb			- Institutions continue to cooperatively draft regional plans.		
Mar	- <u>Special</u> SBOE strategic planning meeting to review legislative requirement, previous Board plans, and set course for the current planning cycle. At this time the SBOE will conduct a self-evaluation of its own performance and revise, as necessary, its policies to ensure the SBOE continues to operate in an effective and efficient manner. In late-March SBOE/OSBE provides <u>strategic planning guidance</u> to the agencies and institutions. -Agencies and institutions start updating (and reformatting, if required) their strategic plans.	-As part of the strategic planning <u>special</u> meeting, SBOE reviews previously used performance measures and benchmarks providing guidance for the current reporting cycle.	-Institutions (all regions) meet to conduct a statewide needs assessment for academic and professional-technical program offerings over the next 8 years.		
Apr	-SBOE is briefed on next FY legislative appropriations and new legislation as it impacts SBOE governed agencies and institutions. -SBOE reviews and approves SBOE strategic plan (revised format and a new year added). -SBOE receives final	-In April SBOE/OSBE provides performance <u>measure/reporting guidance</u> to the agencies and institutions. Agencies and institutions will provide anticipated performance measures to OSBE. - Early-April agencies and institutions submit <u>proposed performance</u>	-Institutions share their respective draft 8 year plans with OSBE and the other institutions.	-SBOE is briefed on next FY legislative appropriations and new legislation as it impacts SBOE governed agencies and institutions. -SBOE provides <u>budget</u>	

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	DFM strategic plan guidance (for governed agencies and institutions).	measures/benchmarks (including continued use of current measures, if appropriate) for review/approval by SBOE. -SBOE/OSBE receives final DFM performance reporting guidance (for governed agencies and institutions).		<u>guidelines</u> (including <u>line items</u>) to the agencies and institutions.	
May	-Presidents and agency head evaluations and review of institution/agency performance, strategic plan development, and goals for next four years. -Agencies and Institutions continue updating their strategic plans for submission to the SBOE prior to June agenda cutoff.	-SBOE reviews and approves agency and institution <u>proposed</u> performance measures and benchmarks. -Agencies begin collecting performance data (state fiscal year) for inclusion in their FY 2008 performance report.		-Agencies and institutions submit <u>estimated line items</u> to OSBE prior to June Board agenda cutoff.	-Agencies and institutions notified to submit legislative ideas and suggestions to OSBE prior to June Board agenda cutoff.
Jun	-SBOE reviews and approves updated agency and institution strategic plans.	-OSBE approves agency and institution performance standards.	-Institutions meet to formally present their 8 year plans.	-SBOE provides <u>budget MCO guidelines</u> to the agencies and institutions. -OSBE provides guidelines and budget template to agencies and institutions for MCO submission (prior to August Board agenda cutoff). -SBOE reviews and approves agency and institution <u>line item</u> requests.	-SBOE reviews, approves, and provides guidance concerning <u>proposed</u> agency and institution legislative ideas.
Jul	-OSBE submits SBOE approved agency and institution strategic plans (revised if required by the Board) to DFM by the <u>early-July</u> deadline.	-The SBOE reviews NWCCU accreditation results as available.	-Institutions meet to coordinate and finalize their 8 year plans for presentation to the Board in August . -OSBE staff verifies 8 year plans are compatible with institution role and mission, SBOE strategic plan and	-Agencies and institutions submit <u>estimated MCO budget</u> to OSBE prior to August Board agenda cutoff.	

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Aug		-Agencies and institutions submit agency and institution performance reports to OSBE in <u>late-August</u> .	performance reporting. -Final 8 year plan for academic and professional-technical program offerings presented to the Board for approval.	-SBOE reviews and approves <u>final</u> budget request for next FY. -Draft budget request input to DFM automated system (by agencies and institutions) with a copy of supporting materials sent to OSBE. -OSBE reviews agency and institution budget submissions to ensure compliance with SBOE guidance. -In <u>late-August</u> all budget documents returned to OSBE for final submission to DFM and LSO.	-OSBE submits legislative ideas to DFM prior to the required <u>early-August</u> deadline. -Governor's Office and DFM review legislative ideas. -OSBE begins development of approved legislative ideas into draft legislation (as appropriate).
Sep	Board conducts a self-assessment.	-OSBE submits approved agency and institution performance reports to DFM by the required <u>early-September</u> deadline.		-Final budget requests forwarded to DFM and LSO by the <u>early-September</u> deadline.	-Proposed (final draft) legislation is due to DFM about <u>mid-September</u> .
Oct	-SBOE reviews Board's strategic plan. -SBOE reviews self-assessment and makes recommendations for improvements.	-SBOE reviews performance data from institutions and agencies for the previous year. Review forms the basis for revising strategic plan.		-SBOE strategic planning summit includes financial outlook and impact of the zero-based budgeting initiative.	-Proposed legislation is approved by the SBOE. DFM forwards to LSO by <u>mid-October</u> .
Nov	-Staff develops and finalizes (in collaboration with the agencies and institutions) the next annual update to the strategic plan.	-OSBE updates performance measures to align with the Board's strategic plan.			-Proposed legislation in <u>bill</u> format returned by LSO to OSBE for review and final changes.
Dec	-SBOE review and approves the annual updated/revision to	-SBOE/OSBE approves performance measures for the Board and			- <u>Early-December</u> is the final date for

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	the strategic plan for the next FY.	OSBE's strategic plans. This includes those based on the review of self-assessment.			changes to legislative proposals. Bills with substantive changes are resubmitted to SBOE for approval.
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**CY2009-2013 State Board of Education Strategic Planning/Performance
Budgeting Worksheet**

<u>Month</u>	<u>Strategic Planning</u>	<u>Performance Reporting</u>	<u>Eight-year Academic Programs Plan (semi-annual cycle)</u>	<u>Budgeting</u>	<u>Proposed Legislation</u>
Jan	-Agencies and Institutions start updating their strategic plan based on SBOE guidance and strategic plan.	-The SBOE reviews NWCCU accreditation results as available.	-Higher Education institutions hold regional meetings and begin drafting a regional plan for academic and professional-technical program offerings over the next 8 years.		
Feb	-Agencies and Institutions continue updating their strategic plans.		- Institutions continue to cooperatively draft regional plans.		
Mar	-Agencies and Institutions finalize their strategic plan updates for submission to the SBOE prior to <u>April</u> agenda cutoff.	-Institutions and agencies revise performance measures and benchmarks to align with strategic plan.	-Institutions (all regions) meet to conduct a statewide needs assessment for academic and professional-technical program offerings over the next 8 years.		
Apr	-SBOE is briefed on next FY legislative appropriations and new legislation as it impacts SBOE governed agencies and institutions. -SBOE reviews and approves updated institution and agency strategic plans. -SBOE receives final DFM strategic plan guidance (for governed agencies and institutions).	<u>-Early-April</u> agencies and institutions submit <u>proposed</u> performance measures/benchmarks (including continued use of current measures, if appropriate) for review/approval by SBOE. (Note: These measures are for the fiscal year beginning July 1.) -SBOE/OSBE receives final DFM performance reporting guidance (for governed agencies and institutions). -SBOE reviews and approves agency and institution <u>proposed</u> performance measures and benchmarks.	-Institutions share their respective draft 8 year plans with OSBE and the other institutions.	-SBOE is briefed on next FY legislative appropriations and new legislation as it impacts SBOE governed agencies and institutions. -SBOE provides <u>budget guidelines</u> (including <u>line items</u>) to the agencies and institutions.	
May	-Presidents and agency head evaluations.			-Agencies and institutions submit estimated <u>line items</u> to OSBE prior to <u>June</u> Board	-Agencies and institutions notified to submit legislative ideas and

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				agenda cutoff. -Institutions and agencies submit 8 year strategic operation plans (all funds) to OSBE prior to the cutoff for June Board meeting agenda. The 4-year institutions will also submit 8 year capital facilities and 8 year debt plans.	suggestions to OSBE prior to June Board agenda cutoff.
Jun	-SBOE makes any final adjustments in agency and institution strategic plans.		-Institutions meet to formally present their 8 year plans.	-SBOE provides <u>budget MCO guidelines</u> to the agencies and institutions. -OSBE provides guidelines and budget template to agencies and institutions for MCO submission (prior to August Board agenda cutoff). -SBOE reviews agency and institution <u>line item</u> requests. -SBOE reviews and approves agency and institution <u>line item</u> requests, 8 year strategic operating capital facilities and debt plans.	-SBOE reviews, approves, and provides guidance concerning <u>proposed</u> agency and institution legislative ideas.
Jul	-OSBE submits SBOE approved agency and institution strategic plans (revised if required by the Board) to DFM by the early-July deadline.	-The SBOE reviews NWCCU accreditation results as available.	-Institutions meet to coordinate and finalize their 8 year plans for presentation to the Board in August . -OSBE staff verifies 8 year plans are compatible with institution role and mission, SBOE strategic plan and performance reporting.	-Agencies and institutions submit estimated MCO budget to OSBE prior to August Board agenda cutoff.	
Aug		-Agencies and institutions submit agency and institution performance reports to OSBE in late-August .	-Final 8 year plan for academic and professional-technical program offerings	-SBOE reviews and approves <u>final</u> budget request for next FY.	-OSBE submits legislative ideas to DFM prior to the

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			presented to the Board for approval.	-Draft budget request input to DFM automated system (by agencies and institutions) with a copy of supporting materials sent to OSBE. -OSBE reviews agency and institution budget submissions to ensure compliance with SBOE guidance. -In <u>late-August</u> all budget documents returned to OSBE for final submission to DFM and LSO.	required <u>early-August</u> deadline. -Governor's Office and DFM review legislative ideas. -OSBE begins development of approved legislative ideas into draft legislation (as appropriate).
Sep	Board conducts self-assessment.	-OSBE submits approved agency and institution performance reports to DFM by the required <u>early-September</u> deadline.		-Final budget requests forwarded to DFM and LSO by the <u>early-September</u> deadline.	-Proposed (final draft) legislation is due to DFM about <u>mid-September</u> .
Oct	-SBOE reviews Board's draft strategic plan. -SBOE reviews self-assessment and makes recommendations for improvements.	-SBOE reviews performance data from institutions and agencies for the previous year. Review forms the basis for revising strategic plan.		-SBOE strategic planning summit includes financial outlook and impact of the zero-based budgeting initiative.	-Proposed legislation is approved by SBOE. DFM forwards to LSO by <u>mid-October</u> .
Nov	-Staff develops and finalizes (in collaboration with the agencies and institutions) the next annual update to the strategic plan.	-OSBE updates performance measures to align with the Board's strategic plan.			-Proposed legislation in <u>bill format</u> returned by LSO to OSBE for review and final changes.
Dec	-SBOE review and approves the annual updated/revision to the Board's strategic plan for the next FY.	-SBOE/OSBE approves performance measures for the Board and OSBE strategic plans. This includes those based on the review of self-assessment.			- <u>Early-December</u> is the final date for changes to bills (legislative proposals). Bills with substantive changes are resubmitted to SBOE for approval.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: M. Annual Planning and Reporting

August 2006

M. Annual Planning and Reporting

1. Strategic Plans

- a. Boise State University, Idaho State University, Lewis-Clark State College, University of Idaho, North Idaho College, College of Southern Idaho, Eastern Idaho Technical College, Division of Professional-Technical Education, Division of Vocational Rehabilitation, Idaho Educational Public Broadcasting System, and the School for the Deaf and the Blind will develop and maintain five-year strategic plans.

- (1) Institution, school and agency strategic plans shall be aligned with the Board's strategic plan, be created in accordance with Board guidelines, and be consistent with assigned role and mission statements.

- (2) Plans shall be updated annually and submitted to the Board for approval.

- (3) Plans shall be submitted by the Board to the appropriate state administrative entity in order to meet the state's annual planning requirements.

- b. The Idaho State Historical Society and Idaho Commission for Libraries are recognized as unique collaborators in the state education system and are encouraged to report annually to the Board in accordance with these guidelines.

- c. **Format**

Plans submitted to the Board annually should be as concise as possible and in accordance with a schedule and format established by the executive director.

Plans should contain:

- (1) A comprehensive mission and vision statement covering the major programs, functions and activities of the organization.

- (2) General goals and objectives for the major programs, functions and activities of the organization, including a description of how they are to be achieved.

- (a) Institutions (including Professional-Technical Education) and the School for the Deaf and the Blind should address, at a minimum, instructional issues (including accreditation and student issues), infrastructure issues (including personnel, finance, and facilities), advancement (including

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foundation activities), and the external environment served by the institution.

- (b) Agencies should address, at a minimum, constituent issues and service delivery, infrastructure issues (including personnel, finance, and facilities), and advancement (if applicable).
- (3) Identification of key factors external to the organization that could significantly affect the achievement of the general goals and objectives.
- (4) A brief description of the evaluations or processes to be used in establishing or revising general goals and objectives in the future.

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 19
STATE PLANNING AND COORDINATION

67-1903. STRATEGIC PLANNING. (1) Each state agency shall develop and submit to the division of financial management a comprehensive strategic plan for the major divisions and core functions of that agency. The plan shall be based upon the agency's statutory authority and, at a minimum, shall contain:

- (a) A comprehensive outcome-based vision or mission statement covering major divisions and core functions of the agency;
 - (b) Goals for the major divisions and core functions of the agency;
 - (c) Objectives and/or tasks that indicate how the goals are to be achieved;
 - (d) Performance measures, developed in accordance with section 67-1904, Idaho Code, that assess the progress of the agency in meeting its goals in the strategic plan, along with an indication of how the performance measures are related to the goals in the strategic plan;
 - (e) Benchmarks or performance targets for each performance measure for, at a minimum, the next fiscal year, along with an explanation of the manner in which the benchmark or target level was established; and
 - (f) An identification of those key factors external to the agency and beyond its control that could significantly affect the achievement of the strategic plan goals and objectives.
- (2) The strategic plan shall cover a period of not less than four (4) years forward including the fiscal year in which it is submitted, and shall be updated annually.
- (3) The strategic plan shall serve as the foundation for developing the annual performance information required by section 67-1904, Idaho Code.
- (4) When developing a strategic plan, an agency shall consult with the appropriate members of the legislature, and shall solicit and consider the views and suggestions of those persons and entities potentially affected by the plan. Consultation with legislators may occur when meeting the requirement of section 67-1904(7), Idaho Code.
- (5) Strategic plans are public records and are available to the public as provided in section 9-338, Idaho Code.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17–18, 2008

SUBJECT

Transfer of GEAR UP Idaho Staff and Funding

BACKGROUND

GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) is a US Department of Education discretionary grant program. The Idaho State Board of Education applied for and received this grant in 2006. The grant program is designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. The federal program provides six-year grants to states and partnerships to provide services at high-poverty middle and high schools.

DISCUSSION

Idaho's program currently has an average commitment of \$1,200,000 per year from public and private institutions and their foundations for the remaining four years of the grant. Approximately \$1,300,000 in support from other sources still remains to be achieved in order for the grant to make full use of all available federal funds. Idaho's GEAR UP Grant is scheduled through 2012. The grant provides up to \$2,960,000 each year, based upon the availability of non-federal matching resources on a one-to-one basis and performance.

Early intervention services are provided to students beginning in the 7th grade in 22 selected Idaho schools. Services continue through the 12th grade. Those students who complete the program may be eligible for a substantial scholarship.

Recently the Governor and the Senate Education committee recommended that management of K-12 centered programs housed with the Board of Education be moved to the State Department of Education.

STAFF COMMENTS AND RECOMMENDATIONS

The implementation of this grant involves directly working with Idaho's K-12 schools and staff; while a large portion of the matching funds has been provided through Idaho's public institutions and their foundations.

BOARD ACTION

A motion to transfer the Gear Up program to the State Department of Education and to direct the Executive Director of the Board to work with Department of Education staff and the US Department of Education officials to take all steps necessary to effect the transfer by July 1, 2008.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17–18, 2008

SUBJECT

2nd Reading – Board Policy Sections I.M.4. and III.M.3.

REFERENCE

March 27, 2008

1st Reading – Board Policy Section I.M.4. and III.M.3.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.A.5.b.

BACKGROUND

On March 27th, 2008 the Board approved the 1st reading of amendments to Idaho State Board of Education Governing Policies & Procedures, Section I.M.4. and III.M.3.

The Board approved the proposals, with the addition in Section I.M.1. of the College of Western Idaho to the list of institutions in Section I.M.4. and the revision in Section III.M.3 removing the reference to the five year evaluation visit to reflect NWCCU elimination of the five year accreditation visit. There have been no additional changes to either policy.

DISCUSSION

Approval of the proposed policies will improve the Board's ability to function efficiently and better meet the needs of the institutions as they participate in the accreditation process.

ATTACHMENTS

Attachment 1 – Policies & Procedures, Section I.M.

Page 3

Attachment 2 – Policies & Procedures, Section III.M.

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of Board policy, section I.M.4. and section III.M.3.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17-18, 2008

BOARD ACTION

A motion to approve the 2nd reading of the Idaho State Board of Education Governing Policies & Procedures, Section I.M.4.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

And

A motion to approve the 2nd reading of the Idaho State Board of Education Governing Policies & Procedures, Section III.M.3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: M. Annual Planning and Reporting

March 2008

M. Annual Planning and Reporting

1. Strategic Plans

- a. Boise State University, Idaho State University, Lewis-Clark State College, University of Idaho, North Idaho College, College of Southern Idaho, College of Western Idaho, Eastern Idaho Technical College, Division of Professional-Technical Education, Division of Vocational Rehabilitation, Idaho Educational Public Broadcasting System, and the School for the Deaf and the Blind will develop and maintain five-year strategic plans.

(1) Institution, school and agency strategic plans shall be aligned with the Board's strategic plan, be created in accordance with Board guidelines, and be consistent with assigned role and mission statements.

(2) Plans shall be updated annually and submitted to the Board for approval.

(3) Plans shall be submitted by the Board to the appropriate state administrative entity in order to meet the state's annual planning requirements.

- b. The Idaho State Historical Society and Idaho Commission for Libraries are recognized as unique collaborators in the state education system and are encouraged to report annually to the Board in accordance with these guidelines.

c. Format

Plans submitted to the Board annually should be as concise as possible and in accordance with a schedule and format established by the executive director.

Plans should contain:

(1) A comprehensive mission and vision statement covering the major programs, functions and activities of the organization.

(2) General goals and objectives for the major programs, functions and activities of the organization, including a description of how they are to be achieved.

(a) Institutions (including Professional-Technical Education) and the School for the Deaf and the Blind should address, at a minimum, instructional issues (including accreditation and student issues), infrastructure issues (including personnel, finance, and facilities), advancement (including foundation activities), and the external environment served by the institution.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS
APRIL 17–18, 2008

- (b) Agencies should address, at a minimum, constituent issues and service delivery, infrastructure issues (including personnel, finance, and facilities), and advancement (if applicable).
- (3) Identification of key factors external to the organization that could significantly affect the achievement of the general goals and objectives.
- (4) A brief description of the evaluations or processes to be used in establishing or revising general goals and objectives in the future.

2. Performance Measures

Performance measures will be developed in conjunction with the Board's planning process and will be updated annually for Board approval. Performance measures will be used to measure results, ensure accountability, and encourage continuous improvement to meet goals and objectives.

- a. Postsecondary institutions will develop a set of uniform performance measures that will gauge progress in such areas as enrollment, retention, and graduation.
- b. Each institution, agency and the school will develop unique measures tied to its strategic plan.

3. Progress Reports

Progress reports that include, but are not limited to, progress on the approved strategic plan, details of implementation, status of goals and objectives, and expanded information on points of interest and special appropriations will be provided to the Board at least once annually in accordance with a schedule and format established by the executive director.

4. Self-Evaluation

Each year, the Board will conduct a self-evaluation in conjunction with annual strategic planning activities. The self-evaluation methodology will include a staff analysis of all institution, agency and school annual performance reporting, and comments and suggestions solicited from Board constituency groups to include the Governor, the Legislature, agency heads, institution presidents and other stakeholders identified by the Board President. The Executive Committee of the Board will annually develop a tailored Board self-evaluation questionnaire for use by individual Board members and the Board collectively to evaluate their own performance. Annually, in conjunction with a regular or special meeting, the Board will discuss the key issues identified in the institution, agency and school performance reporting assessment, comments and suggestions received from constituency groups, and the self-evaluation questionnaire in order to further refine Board strategic goals, objectives and strategies for continuous improvement of Board governance and oversight. Self-evaluation results will be shared with constituent groups and should heavily influence strategic plan development.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

M. Accreditation

March 2008

M. Accreditation

1. Recognized Accrediting Agencies

The State Board of Education only recognizes accreditation by the six (6) regional accrediting associations and those national accrediting associations which are recognized by the U.S. Department of Education. The six (6) regional accrediting associations are:

Middle States Association of Colleges and Schools
New England Association of Schools and Colleges
North Central Association of Colleges and Schools
Northwest Association of Schools and Colleges
Southern Association of Colleges and Schools
Western Association of Schools and Colleges

2. Recognition as Accredited Institution

Any institution that wishes to be recognized as an accredited institution must submit to the Executive Director at least ten (10) days prior to a regularly scheduled Board meeting documentation showing its accreditation status with an accrediting organization recognized by the Board. The Executive Director is responsible for verifying the institution's submission and making a recommendation to the Board.

3. Institutional Reports

Institutions under the governance of the Board shall update the Board as to the content and status of their self evaluation and provide the Board with opportunities to participate in the process as appropriate. A copy of the Northwest Commission on Colleges and Universities (NWCCU) accreditation self-study completed by an institution under the governance of the Board shall be submitted to the Board's Executive Director at the same time the report is forwarded to the NWCCU. Prior to a formal NWCCU accreditation visitation to an institution ~~(5 year and 10 year visits)~~, the institution president will notify the Board's Executive Director of such visit and schedule a time and place for Board representation during the visit. At a minimum, the Board's Executive Director (or designee) and three Board members shall meet with ~~visit~~ ~~the NWCCU self-study evaluation team during the accreditation site visits as deemed appropriate by NWCCU. each ten year visitation to an institution. Board member participation for the five year visits will be determined by the Board's Executive Director upon consultation with the NWCCU review team.~~ A copy of each corrective action progress report submitted to NWCCU by an institution will also be forwarded to the Board's Executive Director at the same time the report is sent to the NWCCU.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: A. Policy Making Authority

August 2006

5. Adoption, Amendment, or Repeal of Board Policies

- a. Board policies may be adopted by majority vote at any regular or special meeting of the Board. The adoption, amendment, or repeal of a Board policy may be requested by any member of the Board, the executive director, or any chief executive officer. Persons who are Board employees, or students or student groups, must file a written request with the chief executive officer of an institution, agency or school, or his or her designee, to receive Board consideration. An Idaho resident, other than those described above, may file a written request with the executive director for Board consideration of a proposal. Regardless of the source, a statement of the proposed adoption, amendment, or repeal must be presented to the executive director for transmittal to the Board. If the subject matter of the presentation concerns an agency, institution, school, or department of the Board, the executive director will also notify the appropriate chief executive officer of the nature of the request.
- b. Board action on any proposal will not be taken earlier than the next regular or special meeting following Board approval for first reading. During the interim between the first reading and Board action, the chief executive officers will seek to discuss and review the proposal with faculty, staff, or other Board employees and students or student groups, as appropriate. The chief executive officers will transmit summaries of oral statements and written comments on the proposal to the executive director. After thorough consideration, the proposal will be presented by the executive director to the Board for action.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

TAB	DESCRIPTION	ACTION
1	UNIVERSITY OF IDAHO Employment Contract - Head Men's Basketball Coach	Motion to approve
2	UNIVERSITY OF IDAHO Settlement Agreement	Motion to approve
3	BOISE STATE UNIVERSITY Salary Increase – Head Women's Basketball Coach	Motion to approve
4	BOISE STATE UNIVERSITY Selland College Closure	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

UNIVERSITY OF IDAHO

SUBJECT

Employment contract - head men's basketball coach

APPLICABLE STATUTE, RULE, OR POLICY

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

DISCUSSION

The University of Idaho has hired, subject to Board approval, a new head men's basketball 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 March 24, 2008, and terminating on March 23, 2013.

The annual base salary is as follows:

From March 24, 2008 through March 23, 2009: \$117,000.00
From March 24, 2009 through March 23, 2010: \$124,820.80
From March 24, 2010 through March 23, 2011: \$132,808.00
From March 24, 2011 through March 23, 2012: \$140,816.00
From March 24, 2012 through March 23, 2013: \$148,824.00

The salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.3 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.

There is an annual media payment of \$60,000 and the following incentive/supplemental compensation provisions:

- Conference champions or co-champion or NCAA tournament 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 = \$2,000 - \$5,000 based on national rank within the sport
- Summer basketball camp = Remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

camp have been paid, or in the event university elects not to operate a camp, Coach may do so within Board guidelines for such camps.

ATTACHMENTS

Attachment 1 – Employment Contract	Page 3
Attachment 2 – Employment Contract-Redline Version	Page 19
Attachment 3 – Contract Comparison Matrix	Page 35

STAFF COMMENTS AND RECOMMENDATIONS

The contract includes an incentive payment of \$2,000-\$5,000 if the basketball team's cumulative APR ranks nationally within the applicable sport above the 50th percentile. As reported by the National Collegiate Athletic Association (NCAA), the most recent percentile rank for the 2005-06 academic year is 10th-20th percentile for the University of Idaho basketball team.

The contract includes an incentive payment of 20% of the gate receipts above \$35,000 and 25% above \$50,000. Gate receipts for the previous two years were \$66,279 for 2006 and \$60,023 for 2007. Gate receipts for 2008 were estimated at \$35,000. Based on gate receipts of \$60,000, this incentive would amount to \$7,500.

Staff recommends approval.

BOARD ACTION

A motion to approve the University of Idaho's employment contract with head basketball coach, Don Verlin.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Don Verlin (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate men's basketball team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on March 24, 2008, and terminating, without further notice to Coach, on March 23, 2013, 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary as follows:
 - i. From March 24, 2008 through March 23, 2009: \$117,000 per year;
 - ii. From March 24, 2009 through March 23, 2010: \$124,820.80
 - iii. From March 24, 2010 through March 23, 2011: \$132,808.
 - iii. From March 24, 2011 through March 23, 2012: \$140,816.00
 - iv. From March 24, 2012 through March 23, 2013: \$148,824.

The above salary amounts are payable in biweekly installments in accordance with normal University procedures. The salary increases in paragraphs ii, iii, and iv are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.

- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion or becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship or NCAA tournament eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate men's basketball teams and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members if the Team's cumulative APR ranks nationally within the applicable sport above the 50th percentile as follows:

National rank within sport
50th - 60th % = \$2,000
60th - 70th % = \$3,000
70th – 80th % = \$4,000
80th % or above = \$5,000

Any such supplemental compensation paid to Coach shall be accompanied with a 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 \$60,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season men's basketball game, and one-half shall be paid no later than

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

two weeks after the last regular season men's basketball game or post season match, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 If Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000 for 14 victories; an additional \$5,000 for 17 victories; and an additional \$5,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year gate receipts for men's basketball exceed \$35,000, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 20% of the gate receipts that exceed \$35,000 and 25% of the gate receipts that exceed \$50,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Coach agrees that the University has the exclusive right to operate youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth basketball camps, the University shall pay Coach the remaining income from the youth basketball camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth basketball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth basketball camps on the University's campus and using its facilities under the following terms and conditions:

- a) The summer youth camp operation reflects positively on the University of Idaho 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 of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho 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 of Idaho 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 of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho 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 of Idaho while engaged in camp activities. The Coach and all other University of Idaho 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 of Idaho 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 of Idaho shall be released from all obligations relating thereto.

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as **Exhibit 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 of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the men's basketball conference of which the University is a member.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

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

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

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

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

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

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any

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time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference,

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or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays as liquidated damages will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan

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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 or any other employment providing Coach with a reasonably comparable health plan and group life insurance, 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 provided 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 notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before March 23, 2009, the sum of \$300,000.00; (b) if the Agreement is terminated between March 24, 2009 and March 23, 2010 inclusive, the sum of \$200,000.00; (c) if the Agreement is terminated between March 24, 2010 and March 23, 2011 inclusive, the sum of \$100,000.00; (d) if the Agreement is terminated between March 24, 2011 and March 23, 2012 inclusive, the sum of \$50,000; (e) if the Agreement is terminated between March 24, 2012 and March 23, 2013 inclusive, the sum of \$0. 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.

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5.3.4 The parties have both been represented by, or provided 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, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

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Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Timothy White, President Date

Don Verlin Date

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EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Don Verlin (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate men's basketball team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on March 24, 2008, and terminating, without further notice to Coach, on March 23, 2013, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary as follows:
 - i. From March 24, 2008 through March 23, 2009:
\$117,000~~of \$~~_____ per year;
 - ii. From March 24, 2009 through March 23, 2010:
\$124,820.80
 - iii. From March 24, 2011 through March 23, 2011:
\$132,808.
 - iv. From March 24, 2011 through March 23, 2012:
\$140,816.00
 - v. From March 24, 2012 through March 23, 2013:
\$148,824.

The above salary amounts are~~year,~~ payable in biweekly installments in accordance with normal University procedures. ~~The (College) procedures, and such~~ salary increases in paragraphs ii, iii, and iv are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.3 of this Agreement; (2) as may be determined appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the ~~and~~ President, in the President's sole discretion. ~~and approved by the University (College)'s Board of (Regents or Trustees) _____;~~

- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach

hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion or becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship or NCAA tournament eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in any published the ~~(national rankings, such as final ESPN/USA Today coaches poll of intercollegiate men's basketball Division IA football teams)~~, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) ~~—(amount or computation)—~~ of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.4 3.2.3~~ Each year Coach shall be eligible to receive supplemental compensation ~~in an amount up to —(amount or computation)—~~ based on the academic achievement and behavior of Team members if. ~~The determination of whether Coach will receive such supplemental compensation and the Team's cumulative APR ranks nationally within timing of the applicable sport above payment(s) shall be at the 50th percentile 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 follows:~~

National rank within sport
50th - 60th % = \$2,000
60th - 70th % = \$3,000
70th – 80th % = \$4,000
80th % or above = \$5,000

~~scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who~~

~~entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ Any such supplemental compensation paid to Coach shall be accompanied with a ~~detailed~~ justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of ~~(Regents or Trustees)~~ as a document available to the public under the Idaho Public Records Act.

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

3.2.5 The Coach shall receive the sum of ~~\$60,000 (amount or computation)~~ from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season men's basketball game, and one-half shall be paid no later than two weeks after the last regular season men's basketball game or post season match, whichever occurs later. Coach's right to receive the second half of such ~~a~~ payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media later. This sum shall be paid (terms or conditions of payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25.) Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 If Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000 for 14 victories; an additional \$5,000 for 17 victories; and an additional \$5,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year gate receipts for men's basketball exceed \$35,000, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 20% of the gate receipts that exceed \$35,000 and 25% of the gate receipts that exceed \$50,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.8(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~
Coach agrees that the University has the exclusive right to operate youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth basketball ~~(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's youth basketball ~~(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~~ remaining income from the youth basketball camps, less \$500, after all claims, insurance, and expenses of such camps have been ~~University (College). This amount shall be paid. (terms of payment)~~.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth basketball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth basketball camps on the University's campus and using its facilities under the following terms and conditions:

~~(SUMMER CAMP OPERATED 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 of Idaho 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 of Idaho personnel,

equipment, or facilities without the prior written approval of the Director;

- c) Assistant coaches at the University of Idaho 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 of Idaho 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 of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho 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 of Idaho while engaged in camp activities. The Coach and all other University of Idaho 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 of Idaho 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 of Idaho shall be released from all obligations relating thereto.

~~3.2.9~~~~3.2.7~~ Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by __Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head men's basketball coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The 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 of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the men's basketball conference of which the University is a member.

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th

of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

~~4.6~~~~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;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and

the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays as liquidated damages will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law.~~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 or any other employment providing Coach with a reasonably comparable health plan and group life insurance, 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 provided 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 notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before March 23, 2009, the sum of \$300,000.00; ~~\$30,000.00~~; (b) if the Agreement is terminated between March 24, 2009 and March 23, 2010 inclusive, the sum of \$200,000.00; ~~\$20,000.00~~; (c) if the Agreement is terminated between March 24, 2010 and March 23, 2011 inclusive, the sum of \$100,000.00; (d) if the Agreement is terminated between March 24, 2011 and March 23, 2012 inclusive, the sum of \$50,000; (e) if the Agreement is terminated between March 24, 2012 and March 23, 2013 inclusive, the sum of \$0. ~~\$10,000.00~~. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by, or provided 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, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit ~~to the extent permitted by law~~ his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

~~5.6~~ 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.

5.7 ~~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 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 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 s rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
University of Idaho
P.O. Box 442302
Moscow, Idaho 83844-2302

with a copy to: President
University of Idaho
P.O. Box 443151
Moscow, ID 83844-3151

the Coach: Don Verlin
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Timothy White, President Date

Don Verlin Date

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

ATTACHMENT 3

DON VERLIN – MEN’S BASKETBALL COACH
MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM

Model Contract Section	UI Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Annual increases for the term of the contract have been negotiated. Language makes increases contingent upon team academics and behavior, supervision and behavior of assistant coaches, compliance with University stewardship policies and approval by the President in his sole discretion.
3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	Allows for supplemental compensation if team is ranked in top 25 of any published national poll. Same term as was approved for prior BB coach
3.2.3 Supplemental Compensation	3.2.4 Supplemental Compensation	Allows for supplemental compensation if team's cumulative APR ranks at certain levels nationally. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.5 Supplemental Compensation	3.2.5 Supplemental Compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ at the time set out in the Board form contract. This recognizes that much media work has been done by the coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season.
NEW	3.2.6 Supplemental Compensation	Language allows for supplemental compensation based on number of team victories in the season. Term was in prior coach contract.
NEW	3.2.7 Supplemental Compensation	Language allows for supplemental compensation based on certain gate receipt goals
5.2.2 University Termination for Convenience	5.2.2 University Termination for Convenience	Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment.
5.2.3 Representation by Counsel	5.2.3 Representation by Counsel	Language clarifies that the parties have been represented, or provided the opportunity to consult with, counsel during the negotiations. The underlined language is new and recognizes the fact that we can not require candidates to retain counsel.
5.3.4 Representation by Counsel	5.3.4 Representation by Counsel	Same as 5.2.3 above
5.3.5 Coach Termination for Convenience – Rights to payments	5.3.5 Coach Termination for Convenience – Rights to payments	Language replaces term “to the extent permitted by law” with clearer standard of rights to payment that have “vested pursuant to the terms of the agreement.”

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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

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
APRIL 17-18, 2008

UNIVERSITY OF IDAHO

SUBJECT

University of Idaho request for approval of the settlement agreement discussed in executive session

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.7. Sections 67-2345(d), (e) and (f), Idaho Code.

DISCUSSION

University of Idaho requests approval of the settlement agreement consistent with the terms discussed in executive session.

IMPACT

Approval of the settlement will bring finality to this matter.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comment on this item.

BOARD ACTION

A motion to approve the settlement of a personnel matter and to authorize the University of Idaho to sign all necessary settlement documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

I. Real and Personal Property and Services

7. Litigation

The chief executive officer may negotiate settlement regarding litigation matters, or any claims made that may result in litigation, for up to \$25,000. All such settlements must be reported to the Board in executive session at the next regularly scheduled meeting.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

IDAHO CODE

§ 67-2345. Executive sessions -- When authorized

(1) Nothing contained in this act shall be construed to prevent, upon a two-thirds (2/3) vote recorded in the minutes of the meeting by individual vote, a governing body of a public agency from holding an executive session during any meeting, after the presiding officer has identified the authorization under this act for the holding of such executive session. An executive session may be held:

(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 from disclosure as provided in chapter 3, title 9, Idaho Code;

(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;

(g) By the commission of pardons and parole, as provided by law;

(h) By the sexual offender classification board, as provided by chapter 83, title 18, Idaho Code;

(i) By the custody review board of the Idaho department of juvenile corrections, as provided by law.

(2) Labor negotiations may be conducted in executive session if either side requests closed meetings. Notwithstanding the provisions of *section 67-2343, Idaho Code*, subsequent sessions of the negotiations may continue without further public notice.

(3) No executive session may be held for the purpose of taking any final action or making any final decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

BOISE STATE UNIVERSITY

SUBJECT

Salary increase for the Women's Basketball Coach

APPLICABLE STATUTE, RULE, OR POLICY

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

DISCUSSION

Boise State requests approval to increase the salary for the women's basketball coach, Gordon Presnell. The increase is merited due to the tremendous success of the program. Coach Presnell has led the team to its first back-to-back 20 win seasons, conference championship and post-season victory in the program's history.

IMPACT

The total \$45,100 increase is subject to Board approval. Most of the increase (\$40,000) will be paid from athletics local and appropriated funds, but will not increase the total appropriated funds approved for athletics. \$5,100 of the increase will be paid directly from the media contracts.

STAFF COMMENTS AND RECOMMENDATIONS

This is a permanent increase to the coach's contract, and under the existing contract such salary increases may be determined appropriate by the Athletic Director and institution President and approved by the Board.

BOARD ACTION

A motion to approve the salary increase requested for Boise State University's women's basketball coach, Gordon Presnell.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Position Title	Women's Head Basketball Coach
FTE	1.0 FTE
Term of Appointment	5 years (no change to term)
Effective Date	April 1, 2008 (increase only)
Salary Range	\$180,000
Funding Source	Appropriated Funds - \$88,238.80 Media Contracts - \$5,100 Local Funds - \$86,661.20
Area/Department of Assignment	Athletics
Duties and Responsibilities	Manage and supervise the Team and perform other duties in the University's athletic program as the Director may assign.
Justification of position	The increase is merited due to the tremendous success of the program. Coach Presnell has lead the team to its first back-to-back 20 win season, conference championship and post season victory in the program's history. As a result of this success, next year most of the team will be back, with four red-shirt eligible for play. Additionally, the proposed increase is consistent with market increases in coaches' salaries. The terms of the Coach's employment contract will not change with the salary increase. However, the current contract requires Board approval for any annual salary increase.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

B. Appointment Authority 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 (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.

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BUSINESS AFFAIRS & HUMAN RESOURCES
APRIL 17–18, 2008

BOISE STATE UNIVERSITY

SUBJECT

Closure of the Larry Selland College of Applied Technology (“Selland College”), discontinue all of its courses and programs, and lay off of all faculty and staff

APPLICABLE STATUTE, RULE OR POLICY

Idaho Administrative Procedures Act (“IDAPA”) 55.01.02 — Rules Governing Postsecondary Program Reduction or Termination.

Idaho State Board of Education Policies & Procedures, Sections II.N. and III.G.

BACKGROUND

On February 29, 2008, the Board signed a non-binding memorandum of understanding (“MOU”) with the College of Western Idaho (“CWI”). The MOU preliminarily approved a transfer of BSU’s professional-technical programs to CWI scheduled for July 1, 2009. The MOU also stated the intent to transfer the Canyon County Center and 100 acres of the BSU West Campus to the College of Western Idaho. Further, at the same Board meeting, the Board approved the designation of CWI as the professional-technical college for Region III (pursuant to Idaho Code §33-2201 et. seq.) instead of BSU’s Selland College, pending final recommendation of SDPTE.

Closing the Selland College will result in the closure of all programs and courses offered by the College. It is currently CWI’s stated, but non-binding, intent to commence offering all such closed programs and courses and hire the effected employees.

Finally, the change in facility ownership means that certain BSU employees, who do not work for the Selland College but perform functions attendant to the Selland College facilities or operations, will also be laid off as part of the transition and closure of Selland College functions.

The effective date of this action will be June 27, 2009.

DISCUSSION

Boise State University, with the concurrence of the State Division of Professional-Technical Education (SDPTE), requests approval to close the Larry Selland College of Applied Technology (“Selland College”), discontinue all of its courses and programs, and lay off all faculty and staff working in, and attendant to, the Selland College.

Because the Board intends to transfer BSU’s professional-technical programs to CWI, BSU will lose all state and federal funding related to these educational pursuits. As a result of the end of the funding for such programs, BSU will technically be placed in a position of a “financial exigency” under IDAPA

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55.01.02.101.06 and Board Policies & Procedures II.N.1. Furthermore, the Board's designation of CWI as the regional technical college means that the Selland College no longer should provide that function. As such, the Board can find that offering professional-technical programs at BSU and CWI would be an unreasonable duplication of effort and that there is a reduced emphasis on training in the occupation for which these programs prepare students at Boise State since the training and education will be provided elsewhere.

These findings meet the requirements as provided for by IDAPA 55.01.02.101.05 (see *also* Board Policies & Procedures III.G.9(c) and II.N). Therefore, Boise State University and SDPTE seek:

- (1) to have the Board determine that a financial exigency (inadequate finances) and/or a reduced emphasis on regional professional-technical programs exists creating inadequate need for the Boise State Selland College programs; and
- (2) that the Board grant permission to close Selland College, discontinue its courses and programs, and lay off (or not renew the contracts for) its faculty and staff, and attendant personnel, effective June 27, 2009.

IMPACT

Since the Board has preliminarily approved the transfer of BSU's professional-technical programs and CWI has expressed its verbal intent to hire most, if not all, of the affected faculty and staff, the employee lay off impact of this decision should not be significant. However, because the Board's MOU is non-binding and CWI has not yet contracted to hire any of the displaced workers, the worst case scenario could result in permanent layoffs of all employees and/or make the programs currently offered by Selland College unavailable to students for a period of time. Nevertheless, since BSU, CWI, and the Board will coordinate their good faith efforts, the anticipated negative impact to BSU students and employees will be minimized.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion that the Board finds that the requisite conditions exist that justify the closing of Boise State University's Selland College, the discontinuance of all programs and courses related thereto, and that Boise State shall non-renew the contracts of, or lay off, the Selland College's entire faculty and staff (and other attendant staff of the University) effective June 27, 2009.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

IDAPA 55 TITLE 01 CHAPTER 02

55.01.02 - RULES GOVERNING POSTSECONDARY PROGRAM REDUCTION OR TERMINATION

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 55.01.02, “Rules Governing Postsecondary Program Reduction Or Termination”. (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. 01. ICPS. Means Idaho Classified Personnel System. (4-5-00) **02. SDPTE.** Means State Division of Professional-Technical Education. (4-5-00) **03. SBPTE.** Means State Board for Professional-Technical Education. (4-5-00) **04. Institution.** Means one (1) of the six (6) postsecondary technical colleges. (4-5-00)

005. -- 099.(RESERVED).

100.STATEMENT OF PURPOSE. IDAPA 55.01.02, “Rules Governing Postsecondary Program Reduction Or Termination,” specifically applies to reductions or terminations in postsecondary professional-technical education programs, and to the extent there is a conflict between IDAPA 55.01.02, “Rules Governing Postsecondary Program Reduction Or Termination,” and the Administrative Rules of the Board of Education IDAPA 08.01.02, “Personnel Rules of the State Board of Education,” IDAPA 55.01.02, “Rules Governing Postsecondary Program Reduction Or Termination,” supersedes and shall be given priority over said Administrative Rules of the State Board of Education. (4-5-00)

101.CONDITIONS FOR REDUCTION OR TERMINATION.

The Idaho State Board of Professional-Technical Education sets forth the following conditions and procedures for the reduction or termination of postsecondary professional-technical programs. Any postsecondary professional-technical education program is subject to reduction or termination when the SBPTE finds that one (1) or more of the following conditions exist. (4-5-00) **01. Inadequate Job Opportunities.** Adequate job opportunities no longer exist in the occupation of which the training is provided (as exhibited by local, regional and statewide employment data) to justify continued operation of a program at its current level.

02. Inadequate Student Enrollment. Student enrollment is below an acceptable standard for two (2) consecutive years. (Standard to be predetermined at the local level based on facilities requirements, equipment needs, and an acceptable student/teacher ratio.) Seventy-five percent (75%) of capacity is considered a generally acceptable standard. (4-5-00) **03. Inadequate Job Placement.** Job placement in the occupation for which training is provided is below seventy-five percent (75%) of completers available for employment for two (2) consecutive years. Job placement will be assessed through statewide follow-up system. (4-5-00) **04. Inadequate Completion Rate.** For two (2) consecutive years, Associate of Applied Science degree programs/options and certificate programs/options have less than a fifty percent (50%) completion rate. (4-5-00) **05. Inadequate Need Based on Assessment.** Current statewide Needs Assessment/Strategic Plan places reduced emphasis on training in the occupation for which the program prepares students. (4-5-00) **06. Inadequate Finances.** A condition of financial exigency as determined by the SBPTE prevents the continuation of a quality program at its current level of operation. (4-5-00)

102.PROCEDURES. The following procedures will govern the reduction or termination of postsecondary professional-technical programs. (4-5-00) **01. Notice of Initiation.** (4-5-00) **a.** Formal notice of initiation of program review proceedings will be provided to the institution’s president/designee by the SDPTE; or (4-5-00) **b.**

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When the proceedings are initiated by the institution, the institution's president/designee will notify the SDPTE. (4-5-00) **02. Official Documentation.** Official documentation that one (1) or more of the conditions stated in Section 101 exists. This documentation will be compiled through the joint efforts of the institution and the SDPTE. (4-5-00) **03. Official Recommendation.** Official recommendation for program reduction or termination will be presented by the SDPTE to the SBPTE for final action. (4-5-00) **04. Notification of Employees.** The postsecondary institution will notify the employees affected by the program reduction or termination of the SBPTE's action. (4-5-00) **05. Vacated Positions.** The vacated position(s) will remain with the postsecondary institution if appropriate reallocation is justified to the SBPTE. Positions left vacated more than twelve (12) months are subject to reallocation within the professional-technical college system or elimination. (4-5-00) **06. Transfer of Programs.** Upon written request by the postsecondary institution, assessment will be made by the SDPTE to determine the feasibility of transferring the program, position(s), equipment and such, affected by the reduction or termination to another postsecondary institution. (4-5-00)

103.EFFECTIVE DATE. The actual program reduction or termination will take place upon completion of the school year in which the reduction or termination was approved, or upon completion of the program by students enrolled in the program, whichever is later, unless provision can be made for transfer of such students to a mutually acceptable program. (4-5-00)

104. -- 199.(RESERVED).

200.REDUCTIONS IN FORCE. The institution, after consultation with professional-technical faculty, professional staff, and classified personnel, must prepare and recommend to the SDPTE a plan consisting of various alternatives to implement program reduction or termination and staff reduction procedures. When developing this plan, consideration must be given to the necessity and manner of reducing the employment force and the criteria for identifying the employees who are to be laid off. The SDPTE must consider and approve a program to implement its decision prior to the effective date of any layoffs. Reductions in force will be done equitably, in good faith, and in a systematic manner. The institution may establish a committee to advise the president/designee on the need for program reduction or termination and the possible remedies therefore. (4-5-00)

201.(RESERVED).

202.CRITERIA. In making any staff reduction recommendation, the institution must utilize as the first criterion the preservation of the quality and effectiveness of its programs. (4-5-00) **01. Retained Employees.** Those employees who, in the sole and absolute discretion of the institution president, are determined to be of key importance to the specific program will be retained in preference to other employees, regardless of their status. (4-5-00) **02. Programs.** Programs, for the purposes of Section 202, include professional-technical, academic, non-instructional, maintenance, administrative, and other support areas. (4-5-00) **03. Other Criteria.** Other criteria that must be considered include: (4-5-00) **a. Tenure.** (4-5-00) **b. Rank.** (4-5-00) **c. Time in rank.** (4-5-00) **d. Length of service.** (4-5-00) **e. Field of specialization.** (4-5-00) **f. Maintenance of necessary programs or services.** (4-5-00) **g. Maintenance of affirmative action programs.** (4-5-00) **h. Quality of service and work.** (4-5-00)

203. -- 299.(RESERVED).

300.NOTICE TO EMPLOYEES. Any layoff may be of severe economic and personal loss to the employee. Therefore, within five (5) working days of SBPTE program reduction approval, the institution must give notice in writing to employees who are affected by a program reduction or termination. (4-5-00)

301.FORM OF NOTICE. The notice must include: (4-5-00) **01. Date.** The effective date of layoff; (4-5-00) **02. Reasons.** A statement of the reasons for the action to eliminate or reduce the size of the program; (4-5-00) **03. Criteria.** The basis, the procedures, and the criteria used to layoff an employee; (4-5-00)

04. Appeal. Any opportunity for appeal of the initial recommendation and access to appropriate documentation; and (4-5-00) **05. Reinstatement.** The reinstatement rights of the employee. (4-5-00)

302.TIME OF NOTICE. The institution will make every effort to give as much notice as practical to each affected employee in advance of the effective date of the layoff. The SBPTE requires the following minimum written notice of layoff. (4-5-00) **01. Classified Employees.** To employees subject to the Idaho Classified Personnel System (ICPS) who shall be subject to the requirements of the ICPS, but in no case not less than sixty (60) calendar days before the effective date of layoff. (4-5-00) **02. Exempt Employees.** To exempt employees serving under a contract of employment for a fixed term, not less than sixty (60) calendar days before the effective date of layoff. (4-5-00) **03. Faculty Members.** To faculty members occupying faculty positions, a notice of the effective date of the layoff being not less than sixty (60) calendar days prior to the end of the semester in which the reduction or termination is

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declared. (4-5-00) **04. Timelines.** If notice is not given within the timelines of Section 300 or Section 302, then such effective date shall be no sooner than sixty (60) after the actual notice is given. (4-5-00)

303.RELOCATION. At the time it is preparing and implementing a program reduction or termination the institution shall, to the extent practicable, make a good faith effort to relocate any employee to be laid off in a suitable vacant position within the institution for which that employee is fully qualified. Except when required by the rules of the Division of Human Resources applicable to employees subject to the ICPS, an employee to be laid off has no right to bump another employee from a position to maintain employment. This good faith effort to relocate an employee need not extend beyond the effective date of the layoff, but the employee does have the layoff roster rights provided herein. (4-5-00)

304. -- 399.(RESERVED).

400.APPEAL RIGHTS OF CLASSIFIED EMPLOYEES. The decision of the institution's president is final and not appealable to the SBPTE. (4-5-00)

401.APPEAL RIGHTS OF NON-CLASSIFIED EMPLOYEES. A reduction in force of employees serving under a contract of employment for a fixed term will be accomplished by non-renewal of the contract of employment rather than by layoff during the term of employment. Non-renewal is not appealable within the institution nor is it appealable to the SBPTE. If an institution determines that the reduction in force requires that an employee serving under a contract of employment for a fixed term be laid off during the term of employment, that employee is entitled to use the institution's appeal procedures. (4-5-00) **01. Notification.** The employee must notify the president/designee of the institution in writing, within fifteen (15) days of the receipt of the notice of layoff, of his/her intent to use the institution's appeal procedure. (4-5-00) **02. Decision.** The decision of the president following the appeal procedure is final and not appealable to the SBPTE. (4-5-00) **03. Effective Date.** Use of the internal appeal procedure does not delay the effective date of layoff. (4-5-00)

402.STANDARD OF REVIEW.

The sole basis on which to contest a layoff of employees subject to the ICPS is compliance with the rules of the Division of Human Resources, where applicable, and compliance with the rules and the program for reduction in force approved by the SBPTE. The sole basis to contest a layoff of faculty members and non-faculty/non-classified employees serving under a contract of employment for a fixed term is compliance with the SBPTE rules and the program for reduction in force approved by the SBPTE. (4-5-00)

403.LAYOFF ROSTER FOR CLASSIFIED EMPLOYEES. When laying off employees subject to the ICPS, the institution must prepare and distribute a listing of retention point scores of employees and classes to be affected by the layoff as required by the rules of the Division of Human Resources. A classified employee reinstated from a layoff roster will be paid at a pay grade and step consistent with the rules of the IPC in effect at the time of reinstatement. (4-5-00)

404.BENEFITS. An employee who is laid off may continue to contribute toward and receive the benefits of any state health insurance program if, and to the extent, that the laws, rules, regulations, policies, and procedures governing the administration of such insurance program so permit. (4-5-00)

405.ACCRUED LEAVE. An employee who has been laid off and who accepts reemployment must be credited with any sick leave which the employee had accrued as of the date of layoff, and with any annual leave which the employee had accrued as of the date of layoff and for which the employee has not received payment. (4-5-00)

406.REINSTATEMENT RIGHTS FOR TENURED FACULTY. In cases of layoff of tenured faculty members occupying faculty positions, the position concerned may not be filled by replacement within a period of three (3) years from the effective date of the layoff unless the tenured faculty member has been offered a return to employment in that position and has not accepted the offer within thirty (30) calendar days after the offer was extended. (4-5-00) **01. Obligation.** If an offer of reinstatement is not accepted, the tenured faculty member's name may be deleted from the reinstatement list, and, if so deleted, the institution and the SBPTE have no further obligation to the faculty member. (4-5-00) **02. Benefits.** A tenured faculty member who is laid off may continue to contribute toward and receive benefits of any state health insurance program if, and to the extent that, the laws, rules, regulations, policies, and procedures governing the administration of such insurance program so permit. (4-5-00) **03. Reemployment.** A tenured member of the faculty who has been laid off and who accepts reemployment at the institution will resume tenure and the rank held at the time of layoff, be credited with any sick leave accrued as of the date of layoff, be paid a salary commensurate with the rank and length of previous service, and be credited with any annual leave which the employee has accrued as of the date of layoff and for which the employee has not received payment. (4-5-00)

407.REINSTATEMENT RIGHTS FOR NON-TENURED FACULTY AND NON-CLASSIFIED EMPLOYEES.

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In cases of layoff of non-tenured faculty members occupying faculty positions, and non-classified employees, the position concerned may not be filled by replacement within a period of one (1) year from the effective date of the layoff unless the employee has been offered a return to employment in that position and the employee has not accepted the offer within thirty (30) calendar days after the offer was extended. (4-5-00) **01. Obligation.** If an offer of reinstatement is not accepted, the employee's name may be deleted from the reinstatement list and, if so deleted, the institution and the SBPTE have no further obligation to the employee. (4-5-00) **02. Benefits.** A non-tenured faculty member, or a non-classified employee who is laid off may continue to contribute toward and receive the benefits of any state health insurance program if, and to the extent that, the laws, rules, regulations, policies, and procedures governing the administration of such insurance program so permit. (4-5-00) **03. Non-Tenured Faculty.** A non-tenured member of the faculty who has been laid off and who accepts reemployment at the institution will resume the rank (if applicable) held at the time of layoff, be credited with any sick leave accrued as of the date of layoff, be paid a salary commensurate with the rank and length of previous service, and will be credited with any annual leave which the employee had accrued as of the date of layoff and for which the employee has not received payment. (4-5-00) **04. Non-Classified Employee.** A non-classified employee who has been laid off and who accepts reemployment at the institution will be credited with any sick leave the employee had accrued as of the date of layoff, paid a salary commensurate with the length of previous service, and credited with any annual leave which the employee had accrued as of the date of layoff and for which the employee has not received payment. (4-5-00)

408. -- 999.(RESERVED).

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: N. Staff Reduction Procedures – All Employees

April 2003

N. Financial Exigency Procedures – All Employees

1. Financial Exigency

The Board recognizes that in order to discharge its responsibilities for the agencies, institutions, or school under its governance, it may become necessary to curtail, modify, or eliminate some of the programs of the agencies, institutions or school due to unfavorable economic conditions. The Board further recognizes that it must dedicate its resources to the achievement of the purposes and goals of its agencies, institutions or school. As used here, “financial exigency” means a demonstrably bona fide financial crisis that adversely affects an agency, institution or school as a whole, or one (1) or more programs, or other distinct units. A financial exigency exists only upon Board declaration, and the responsibility and authority to make such a declaration rests solely with the Board. The realities of the legislative appropriation process, the state revenue collection process, the possibility of budget hold-backs via executive order and the subsequent analysis needed before the Board declares a financial exigency may allow little time for official notice of a declaration of a financial exigency and may require that the decision to declare a financial exigency be based on estimated revenues, rather than on actual revenues. The Board must take action by written resolution setting forth the basis for its decision to declare a financial exigency, after notice and hearing, at a regular or special meeting of the Board.

This subsection N is designed to authorize responses to a declared financial exigency including: (1) the layoff of non-classified contract employees, tenured faculty, and non-tenured faculty, and classified employees during the term of their contract of employment; (2) employment actions other than layoffs that are designed to reduce budgetary expenditures; (3) the closure, relocation, or discontinuance of any programs, units, or activities; or (4) any combination thereof.

This subsection N does not apply to the organization or reorganization of the institutions, agencies, or school under the governance of the Board, nor does it limit the authority delegated by the Board to the chief executive officers to organize and reorganize the institutions, agencies, or school. Organizational structure, duty assignments, FTE count, place of work, shift placement, salaries, work hours, benefit determination and reductions in force and all similar and related work place decisions are the prerogative of the chief executive officers, subject to the reserved

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authority of the Board where applicable. In addition, this subsection N is not applicable to the following situations:

- a. When a reduction in force occurs pursuant to, and for those employees subject to, the State Board for Professional-Technical Education's administrative rules governing post-secondary reduction or termination (IDAPA 55.01.02), which excludes community colleges.
- b. When a reduction in force occurs where the reductions are made via the non-renewal process for non-classified contract staff and non-tenured faculty.
- c. When a reduction in force occurs pursuant to Board policies (Section III. G.) for program consolidation, relocation or discontinuance not resulting from financial exigency. Program closure, relocation, reduction, or discontinuance pursuant to Section III.G shall not be implemented utilizing any policy or procedure in this Section II. N.
- d. When a reduction in force affects State of Idaho classified employees using the procedures of the State Division of Human Resources or classified employees of the University of Idaho using the policies of the University of Idaho.
- e. When a reduction in force affects non-classified at-will employees.

2. Response by an Institution, School, or Agency to a Declared Financial Exigency

- a. After active consultation with employees, including faculty, professional staffs, and classified personnel, the Chief Executive Officer of each agency, institution or school must prepare a plan (the "Plan") in response to the declaration of financial exigency. When developing this Plan, consideration must be given to the necessity and manner of reducing the employment force, the appropriate units or subunits to be affected, and the criteria for identifying the employees who are affected by the Plan. Once completed, the Plan must be approved by the Board. Provided, however, that implementation of the Plan and notices required to be given in the Plan may begin prior to Board approval, which approval shall then also include ratification of such actions.
- b. Each of the institutions shall seek advice from a committee, which may include representatives of the administration, faculty, staff or students, on the state of the financial exigency and possible responses thereto.
- c. Notwithstanding any other Board policy, order or rule, or the policies of any institution, agency, or school, all categories of employees may be laid off as a result of a Board declared financial exigency. The process used to layoff employees must be done equitably (but not necessarily uniformly), in good faith, and in a systematic manner directly related to the financial exigency.

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- d. **Employment Actions Other than Layoffs.** In any situation where a layoff may be made under this subsection N, an employment action other than a layoff (including but not limited to a salary reduction, a work hour reduction, a demotion, and/or administrative leave without pay) may also be instituted. Such employment action need not be uniformly applied, it need only meet the requirements of this topic 2 and topic 7 below. In determining how to implement employment actions other than a layoff, the institution shall use the same policies that apply to a financial exigency layoff. However, employees who are affected by employment actions other than layoff do not have layoff reinstatement rights.
- e. **Program Closure, Relocation and Discontinuance.** When the Plan for responding to a declared financial exigency includes the closure, relocation or discontinuance of a program, such program closure, relocation or discontinuance shall be subject only to the requirements of this subsection N and not to any other Board policy, including specifically, but not limited to, section III.G, and its related guidelines. However, arrangements should be made for enrolled students to complete affected programs in a timely manner and with minimum interruptions.
- f. **A financial exigency layoff, employment actions other than a layoff, and program closure, relocation or discontinuance resulting from financial exigency may occur in the following manner and may be the same or may differ from one (1) agency, institution or school to another:**
 - (1) By entire entity or across an entire agency, institution or school; or
 - (2) By subunit within an agency, institution, or school, such as, but not limited to, a college, school, academic department, administrative department, division, office, bureau, discipline, or specialty within a discipline, and such actions may also differ between subunits of the same agency, institution, school; or
 - (3) by any combination of the aforementioned.

3. Classified Employees

When a financial exigency results in a layoff that affects classified employees, the following shall apply:

a. State of Idaho Classified Employees

A layoff affecting employees subject to the Idaho classified personnel system will be made pursuant to the Rules of the Division of Human Resources.

b. University of Idaho Classified Employees

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A layoff affecting University of Idaho classified employees will be made pursuant to the policies of the University of Idaho. Provided, however, that University of Idaho classified employees do not have a right of appeal to the Idaho Personnel Commission nor to the Board.

4. At-Will Employees.

This section II.N does not apply to the termination of at-will employees at the institutions, agencies, or school. Such employees have no layoff rights and no right to notice, a hearing or reinstatement following termination of employment.

5. Layoff Criteria – All non-classified contract employees, non-tenured faculty and tenured faculty.
 - a. In developing the Plan, the chief executive officer must utilize as the first criterion the preservation of the overall quality and effectiveness of the programs of the agency, institution or school. Consequently, those employees who are deemed to be of key importance will be retained in preference to other employees, whatever their status, at the discretion of the Chief Executive Officer. Programs, for purposes of a financial exigency layoff, include, but are not limited to, academic, non-instructional, maintenance, administrative, and other support areas. Other criteria that must be considered include, but are not limited to, tenure, rank, time in rank, length of service, field of specialization, maintenance of necessary programs or services, maintenance of affirmative action programs, and quality of service and work.
 - b. Notice of Financial Exigency Layoffs
 - (1) Form of Notice. The Board recognizes that any layoff may be a severe economic and personal loss to an employee. Therefore, and within the time frame provided in this policy, the Chief Executive Officer must give notice in writing to employees who are affected by a financial exigency layoff, which notice must include the effective date of the layoff; a statement of the basis for the Board's declaration of a financial exigency; a statement of the basis, the procedures, and the criteria used to layoff an employee; any opportunity for reconsideration or appeal, including access to appropriate documentation, and the issues that may and may not be considered; and the reinstatement rights of the employee.
 - (2) Time. Each agency, institution or school should make every reasonable effort to give as much notice as is practical, in light of the financial exigency, to each employee in advance of the effective date of the layoff. The Board requires each agency, institution or school under its governance to the following minimum time for written notice of layoff:

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- (a) Non-classified Contract Employees And Non-tenured Faculty - Not less than sixty (60) calendar days before the effective date of the layoff. Provided, however, that if under the express terms of the employee's contract the employment may be terminated on less notice, then the shorter notice provided in the contract shall apply.
- (b) Tenured Faculty - To tenured faculty members occupying faculty positions, a notice of layoff with the effective date of layoff being at the end of the first full semester (Fall or Spring) after the financial exigency is declared.

c. Hearing Procedures

- (1) All employees of the institutions, agencies or school who receive a notice of a financial exigency layoff have the right to appear before the Board at the meeting of the Board where the Board will take action on the Plan. Such appearance shall be governed by the Board's policies, procedures and guidelines regarding testimony before the Board. In addition, categories of employees shall have hearing rights as set forth below in this subtopic c.

(2) Non Tenured Faculty and Non-classified Contract Employees' Hearing Rights

- (a) In most instances, a layoff of non-tenured faculty and non-classified employees serving under a contract of employment for a fixed term may be accomplished by non-renewal of the contract of employment rather than by layoff during the term of employment. Non-renewal after a Board declared financial exigency does not require a hearing nor is the non-renewal appeal able at the agency, institution, or school, nor is it appeal able to the Board.
- (b) If a non-tenured faculty member occupying a permanent faculty position or a non-classified employee serving under a contract of employment for a fixed term is laid off during the term of employment due to a financial exigency, the faculty member or employee is entitled to the pre-layoff hearing procedures set forth in paragraph (4) below.

- (3) Tenured Faculty Hearing Rights. All Tenured faculty members occupying permanent faculty positions who are laid off due to a financial exigency are entitled to the pre-layoff hearing procedures set forth in paragraph (4) below.

(4) Financial Exigency Layoff Hearing Procedures

- (a) The financial exigency layoff hearing procedures at the institutions, agencies, or school must ensure a prompt and expeditious hearing that is fair and unbiased, but the hearing shall be informal. The application of evidentiary rules, questioning of witnesses (including cross-examination),

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rules concerning burden of proof, the participation of legal counsel, and similar and related attributes of more formal adjudication shall not be required. The final written recommendation of the hearing body or officer must be conveyed to the Chief Executive Officer of the institution, agency, or school who shall make a final decision. An employee may ask the Chief Executive Officer to reconsider the decision. Such a request must be filed in writing with the Chief Executive Officer within fifteen (15) days of the notice of the final decision of the institution, agency or school. The decision of the Chief Executive Officer in response to the reconsideration request is final except as modified by the Board pursuant to an appeal under Section II.M. Use of these hearing procedures does not delay the effective date of the layoff.

- (b) Grounds to Contest. The employee may contest the layoff on the following grounds:
 - (i) Whether the agency, institution or school followed the appropriate policies and procedures and the terms of the Plan;
 - (ii) Whether the layoff was made for constitutionally impermissible reasons; or
 - (iii) Whether any other improper criteria were applied.
- (c) Limitations Upon Review. The hearing body or officer will not review the Board's decision to declare a financial exigency or the funding distribution among and within the institutions, agencies or school. The decision of the Board to declare a financial exigency is at the Board's sole discretion and may not be contested by any employee in any type of hearing or appeal procedure.
- (d) Employees may request that the Board hear an appeal of the final decision of the chief executive officer as provided in Board policy section II.M.2.b. Such a request does not delay the effective date of the layoff.

6. Reinstatements Rights

a. Tenured Faculty

In cases of a financial exigency layoff of tenured faculty members occupying permanent faculty positions, the position concerned may not be filled by replacement within a period of three (3) years from the effective date of the layoff unless the tenured faculty member has been offered a return to employment in that position and has not accepted the offer within thirty (30) calendar days after the offer is extended.

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- (1) Refusal Of Reinstatement Offer. If an offer of reinstatement is not accepted, the tenured faculty member's name may be deleted from the reinstatement list, and, if so deleted, the Board has no further obligation to the faculty member.
- (2) Benefits During Layoff. A tenured faculty member who is laid off may continue to contribute toward and receive the benefits of any applicable state or University of Idaho insurance program if the laws, rules, regulations, policies, and procedures governing the administration of such insurance program so permit.
- (3) Leave Credit. A tenured member of the faculty who has been laid off and who accepts reemployment at the institution will resume tenure and the rank held at the time of layoff, be credited with any sick leave accrued as of the date of layoff, be paid a salary commensurate with the rank and length of previous service, and be credited with any annual leave (if applicable) which the employee has accrued as of the date of layoff and for which the employee has not received payment.

b. Non Tenured Faculty and Non-classified Contract Employees

In cases of a financial exigency layoff of non-tenured faculty members occupying permanent faculty positions, and non-classified contract employees occupying permanent positions, the position concerned may not be filled by replacement within a period of one (1) year from the effective date of the layoff unless the employee has been offered a return to employment in that position and the employee has not accepted the offer within thirty (30) calendar days after the offer is extended.

- (1) If an offer of reinstatement is not accepted, the employee's name may be deleted from the reinstatement list, and if so deleted, the Board has no further obligation to the employee.
- (2) A non-tenured faculty member or a non-classified contract employee who is laid off may continue to contribute toward and receive the benefits of any applicable state or University of Idaho insurance program if the laws, rules, regulations, policies, and procedures governing the administration of such insurance program so permit.
- (3) A non-tenured member of the faculty who has been laid off and who accepts reemployment at the institution will resume the rank held at the time of layoff, be credited with any sick leave accrued as of the date of layoff, be paid a salary commensurate with the rank and length of previous service, and will be credited with any annual leave (if applicable) which the employee had accrued as of the date of layoff and for which the employee has not received payment.

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- (4) A non-classified contract employee who has been laid off and who accepts reemployment at the institution will be credited with any sick leave the employee had accrued as of the date of layoff, paid a salary commensurate with the length of previous service, and credited with any annual leave which the employee had accrued as of the date of layoff and for which the employee has not received payment.
7. Employment Actions Other than a Layoff. The implementation of personnel actions other than a layoff shall follow the requirements of this topic 7.
- a. If the Plan for addressing the financial exigency includes employment actions other than, or in addition to, a layoff, the employees affected by such actions shall be entitled solely to such procedures as are set forth in this topic and those that may be set forth in the Plan, if any. Such procedures must include at least thirty (30) days written notice prior to the effective date of the action and an informal opportunity for the employee to be heard. The notice must include the effective date of the employment action; a statement of the basis for the Board's action to declare a financial exigency; a statement of the basis for the employment action and a description of the process for the opportunity to be heard. Such process must be prompt, expeditious and fair, but shall be informal. The application of evidentiary rules, questioning of witnesses (including cross-examination), rules concerning burden of proof, the participation of legal counsel, and similar and related attributes of more formal adjudication shall not be required. The employee may contest the action based on whether the agency, institution or school followed the appropriate policies and procedures and the terms of the Plan; whether the action was made for constitutionally impermissible reasons; or whether any other improper criteria were applied. The hearing will not review the Board's decision to declare a financial exigency or the funding distribution among and within the institutions, agencies, or school. The decision of the Board to declare a financial exigency is at the Board's sole discretion, and may not be contested by any employee in any type of hearing or appeal procedure. The written recommendation of the hearing officer or body must be conveyed to the chief executive officer who shall make a final decision. There is no right of appeal to the Board.
- b. There are no reinstatement rights with respect to employment actions other than a layoff. Remedies, if any, to which employees are entitled, shall be set forth in the Plan.
8. Financial Exigency Program Closure, Relocation or Discontinuance.
- a. Faculty or staff being laid off as a result of a program closure, relocation or discontinuance pursuant to a financial exigency Plan shall be entitled to the same procedural rights as any other layoff pursuant to a financial exigency. Provided,

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however, the reinstatement rights only exist if the program is reinstated by the institution, not merely if the position is filled.

- b. Students enrolled in a program that is closed, relocated or discontinued pursuant to a financial exigency Plan should be given notice of the closure as soon as is practical. Notwithstanding any other provision of Board policy, institutional policy, or institutional catalog statements to the contrary, arrangements should be made for enrolled students to complete affected programs in a timely manner and with minimum interruptions. When there is a similar program within the institutions governed by the Board, an affected student will be provided with information on transferring to that program, although admission to any such program is contingent upon the availability of a position and the student's meeting any applicable admission requirements. If there is no similar program available within the institutions governed by the Board or the student is not able to gain admission to a similar program, the institution will make reasonable efforts to place the student in a related or comparable program within the institution. If none is available, the institution will make reasonable efforts to assist the student in locating to another program at the institution or elsewhere for which he or she is qualified.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: G. Instructional Program Approval and Discontinuance

August 2007

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 Completion is not considered an academic program for approval purposes.

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(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 - options of a program provide alternative instructional paths to fields of specialized employment, consist 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

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Instructional Units include: Departments, Institutes, Offices, Centers, Divisions, Schools, Colleges, Campuses, Branch Campuses, and Research Units.

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.

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- a. New instructional programs, instructional units, majors, minors, options, and emphases require approval prior to implementation;

- (1) Board Approval – Board approval prior to implementation is required for any new:

- (a) academic professional-technical program, new major, minor, option, emphasis, or instructional unit with a financial impact* of \$250,000 or more per year;

- (b) graduate program leading to a master's, specialist, or doctoral degree.

- (2) Executive Director Approval – Executive Director approval prior to implementation is required for any new academic or professional-technical program, major, minor, option, emphasis or instructional unit with a financial impact of less than \$250,000 per year.

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

- (1) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases, or instructional units with a financial impact of \$250,000 or more per year require Board approval prior to implementation.

- (2) Changes, additions, expansions, and consolidations to existing instructional programs, majors, minors, options, emphases or instructional units with a financial impact of less than \$250,000 require executive director approval prior to implementation. The executive director may refer any of the requests to the Board or a subcommittee of the Board for review and action. All modifications approved by the executive director shall be reported quarterly to the Board. Non-substantive name or title changes need not be submitted for approval.

- c. Routine Changes

Non-substantive 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 the manner prescribed.

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- (2) Academic requests will be forwarded to the Chief Academic Officer. The Chief Academic Officer shall forward the request to the CAAP for its review and recommendation. 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) Professional-technical requests will be forwarded to the State Administrator of the Idaho Division of Professional-Technical Education for review and recommendation. The Administrator shall forward the request to the CAAP for its review and recommendation. If the CAAP and/or PTE administrator recommends approval, the proposal shall be forwarded, along with recommendations, to the Board for action. Requests that require new state appropriations will be included in the annual budget request of the Division and the State Board of Education.
- (4) 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.
- (5) 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. Executive Director Approval Procedures

- (1) All academic requests delegated for 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. All professional-technical requests delegated for approval by the Executive Director will be forwarded to the State Administrator of Professional-Technical Education for review and recommendation. At the discretion of the State Administrator, the request may be forwarded to the CAAP for review and recommendation.
- (2) Requests will then be submitted, along with the recommendations, to the Executive Director for consideration and action. The Executive Director shall act on any request within thirty (30) days.

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(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 Board for final reconsideration.

(4) Distance Learning Delivery and Residence Centers

All academic and professional-technical programs delivered to sites outside of the service area defined by the institution's role and mission statement shall be submitted using the process outlined above.

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, 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.

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- 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 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.

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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:

- (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

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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.
 - (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

Complete criteria and procedures related to postsecondary professional-technical program discontinuance can be found in IDAPA 55.01.02.

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TAB	DESCRIPTION	ACTION
1	JOINT FINANCE APPROPRIATIONS COMMITTEE (JFAC) Occupancy Funding Policy	Information item
2	FY 2009 APPROPRIATIONS a. Information - Institutions & Agencies b. College & Universities c. Community Colleges d. Professional-Technical Education e. Promise B Scholarship f. Promise A Scholarship	Motions to approve
3	FY 2010 BUDGET DEVELOPMENT GUIDELINES	Motion to approve
4	TUITION WAIVER REPORTS a. Boise State University b. Idaho State University c. University of Idaho d. Lewis-Clark State College	Information item
5	BOISE STATE UNIVERSITY Office Building Lease	Motion to approve
6	UNIVERSITY OF IDAHO Easement for Public Bus Shelter	Motion to approve
7	UNIVERSITY OF IDAHO Amendments to Faculty/Staff Handbook	Motion to approve
8	UNIVERSITY OF IDAHO Appointment of Trustee – UI Retiree Benefits Trust	Motion to approve

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TAB	DESCRIPTION	ACTION
9	UNIVERSITY OF IDAHO Student Health Insurance Plan (SHIP) - Approval of Rates & Service Provider Contracts	Motion to approve
10	UNIVERSITY of IDAHO Settlement Agreement	Motion to approve
11	LEWIS-CLARK STATE COLLEGE Port of Lewiston Lease	Motion to approve
12	LEWIS-CLARK STATE COLLEGE Residence Hall Purchase	Motion to approve
13	LEWIS-CLARK STATE COLLEGE Property Sale	Motion to approve

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SUBJECT

New Occupancy Funding Policy

APPLICABLE STATUTE, RULE, OR POLICY

Joint Finance Appropriations Committee (JFAC) – Occupancy Funding Policy

DISCUSSION

On December 20, 2007, a JFAC subcommittee considered a new policy related to requests for occupancy funding for general education spaces at higher education institutions.

In the 2008 Legislative Session, Idaho Code 33-3805A was repealed which required prior approval by concurrent resolution authorizing the Board to proceed with projects requiring state general account appropriated funds for construction, operation or maintenance.

The new policy is provided on pages 3 and 4. Under the policy, institutions will need to get Board approval before it acquires, builds, takes possession of, expands, remodels, or converts any eligible space. The Office of the State Board of Education (OSBE) is required to provide the Governor and JFAC written notification within 10 days of Board approval.

The Board approved the projects included in the FY 2009 Occupancy Costs worksheet at the August 2007 Board meeting. JFAC considered that approval as written notification for those projects. Any new eligible space, by any method listed above, must now be brought before the Board for its approval at the earliest Board meeting possible.

IMPACT

Item 7 of the new policy covers unfunded Occupancy Costs. If occupancy costs for eligible space have been requested but not funded due to budgetary reasons, institutions may request occupancy costs again in the following year. If, however, occupancy costs are denied for non-budgetary reasons, no further requests for occupancy costs related to the space in question will be considered. The Legislative Budget Analyst will provide the reason for a denied request.

ATTACHMENTS

Occupancy Funding Policy

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

This policy will clarify for all parties which space is eligible for occupancy funding and how much will be requested for each eligible space.

BOARD ACTION

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

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JOINT FINANCE-APPROPRIATIONS COMMITTEE

**OCCUPANCY COSTS POLICY
FOR HIGHER EDUCATION FACILITIES**

1. Definitions.

- a. "Auxiliary Enterprise" is an entity that exists to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services.
- b. "Eligible Space" means all space other than auxiliary enterprise space. Occupancy costs for "common use" space (i.e. space which shares eligible and auxiliary enterprise space) will be prorated based on its use.
- c. "Gross Square Feet" (GSF) means the sum of all areas on all floors of a building included within the outside faces of its exterior walls.
- d. "Occupancy costs" means those costs associated with occupying eligible space including custodial, utility, maintenance and other costs as outlined in the occupancy costs formula.

2. Notification of New Eligible Space.

- a. No institution shall acquire, build, take possession of, expand, remodel, or convert any eligible space for which occupancy costs will be requested unless prior written notification has been received by the Governor and the Joint Finance-Appropriations Committee. Written notification shall be submitted by the Office of the State Board of Education or a community college within ten business days of final project approval by the State Board of Education or its executive director, or a community college board of trustees. Written notification shall include:
 - i. description of the eligible space, its intended use, and how it relates to the mission of the institution;
 - ii. estimated cost of the building or facility, and source(s) of funds;
 - iii. estimated occupancy costs; and
 - iv. estimated date of completion.
- b. A facility approved by the Legislature and the Governor in the Permanent Building Fund budget satisfies the notice requirement for purposes of requesting occupancy costs.

3. Sources of Funds. Institutions may request occupancy costs regardless of the source(s) of funds used to acquire or construct eligible space.

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4. **Required Information.** Requests for occupancy costs shall include the following information: (i) projected date of occupancy of the eligible space; (ii) gross square feet of eligible space; and (iii) number of months of the fiscal year the eligible space will be occupied (i.e. identify occupancy of eligible space for a full or partial fiscal year).
5. **Occupancy Costs Formula.**
 - a. Custodial: For the first 13,000 GSF and in 13,000 GSF increments thereafter, one-half (.50) custodial FTE. In addition, 10¢ per GSF may be requested for custodial supplies.
 - b. Utility Costs: \$1.75 per GSF.
 - c. Building Maintenance: 1.5% of the construction costs, excluding pre-construction costs (e.g. architectural/engineering fees, site work, etc.) and moveable equipment.
 - d. Other Costs:
 - i. 77¢ per GSF for information technology maintenance, security, general safety, and research and scientific safety;
 - ii. .0005 current replacement value (CRV) for insurance; and
 - iii. .0003 current replacement value (CRV) for landscape maintenance.
 - e. The formula rates may be periodically reviewed against inflation.
6. **Reversions.**
 - a. If eligible space which received occupancy costs is later:
 - i. razed and replaced with non-eligible space; or
 - ii. converted to non-eligible space, the institution shall revert back to the state the occupancy cost funding at the base level originally funded.
 - b. If eligible space is razed and replaced with new eligible space, the institution may retain the base occupancy costs, net the funded GSF against any additional GSF, and request funding for the difference.
7. **Unfunded Occupancy Costs.** If occupancy costs for eligible space have been requested but not funded due to budgetary reasons, institutions may request occupancy costs again in the following year. If, however, occupancy costs are denied for non-budgetary reasons, no further requests for occupancy costs related to the space in question will be considered.

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SUBJECT

FY 2009 Appropriation Information – Institutions and Agencies of the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.
Various Legislative Appropriation Bills (1a page 5)

BACKGROUND

The 2008 legislative session resulted in appropriation bills for the agencies and institutions of the Board. Amounts contained in legislative appropriations are not the same as were in the Executive Recommendation or agency request. However, legislative budget writers provided support for education and other state responsibilities within the ability of the overall projected revenue climate.

The table on page 5 lists the FY 2009 appropriation bills of interest to institutions, agencies and employees of the State Board of Education. At the time of agenda preparation, most of the bills had either been signed by the Governor or had passed both houses and were awaiting the Governor's signature.

DISCUSSION

The table on page 5 provides a summary of the FY2009 appropriations for institutions and agencies of the Board.

IMPACT

Appropriation bills provide spending authority for the agencies and institutions of the State Board of Education, allowing them to offer programs and services to Idaho's citizens.

Statewide Issues

The Legislature provided a fully-funded 3% for employee compensation. The first 1% is to cover the increased costs of medical premiums for all performing state employees and the remaining 2% is to be distributed to employees who are performing above minimum standards to help the state retain higher performers. Increased funding for employee health insurance benefits was provided. The Idaho Department of Administration is currently reviewing plan renewals with present health care providers. Finalization of contracts is expected in the next several weeks. In addition, FY 2009 legislation requires the State to create another high deductible insurance plan, and the Department is also reviewing those options.

Public works project funding includes the following:

BSU: Center for Environmental Studies & Economic Development	\$10,000,000
ISU: Remodel Meridian Building	\$5,175,000
UI: North Idaho Classroom/Office Facility	\$420,800
ISHS: Museum Expansion/Renovation	\$5,000,000

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The Permanent Building Advisory Council approved \$12,154,105 for alteration and repair projects for the institutions and agencies under the Board. These projects are managed by the Division of Public Works.

The College and Universities received \$8.4 million for employee compensation, \$6.2 million for health benefits and \$5.6 million for Replacement Capital Outlay items. Replacement Capital Outlay monies will allow for the timely replacement of aging equipment, vehicles, library books and periodicals.

The Enrollment Workload Adjustment (EWA) amounted to \$387,100, down from \$731,000 in FY 2007 but up from zero in FY 2008. No EWA was provided in FY 2008 because the institutions incurred declining enrollments and reduced a balance of unfunded EWA. The balance of the unfunded EWA for the FY 2010 budget request is:

Boise State University	\$823,700
Idaho State University	\$500,900
University of Idaho	\$0
Lewis-Clark State College	\$0

Liquor funds appropriated to the community colleges doubled from \$300,000 to \$600,000, resulting in an increased allocation from \$150,000 to \$200,000 per college.

An increase in the number of medical school seats was not appropriated for the Veterinary Medicine, Idaho Dental Education, and University of Utah Medical programs.

Agencies of the Board

The Board office (OSBE) received \$128,100 funding for the National Assessment of Education Progress (NAEP) coordinator and the additional 1.0 FTP for the GEAR UP regional coordinator position. The Board office was not appropriated the request for additional funding to upgrade the Deaf/Blind coordinators positions. The 52.6% reduction is primarily due to the transfer of \$5,000,000 to the College of Western Idaho.

The Division of Professional Technical Education received funding for postsecondary instructional equipment, transfer of programs from the Department of Education for Adult Basic Education, GED, Proprietary Schools and Veteran's programs, and the transfer of programs from the Division of Human Resources.

The State Department of Education indicated they will provide a separate report on public school and related appropriation matters.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

ATTACHMENTS

FY09 Appropriations List
Board Budget Policies

Page 5
Page 7

STAFF COMMENTS

The information provided will be published on the State Board of Education web page. The bill numbers are shown as hyperlinks, which will take the internet user directly to the bill on the legislature's web site.

BOARD ACTION

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

Motions and details for specific institution and agency allocation of appropriations are provided in subsequent motions.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

State Board of Education
FY 2009 Appropriations of Interest to Institutions and Agencies

	General Fund	% Inc. From FY 2008	Total Fund	Bill #
<u>College and Universities</u>				
General Education/Systemwide	\$285,151,500	7.9%	\$422,849,500	H0610
Agricultural Research & Extension	28,249,200	2.1%	28,299,200	S1471
Community College support	29,666,400	25.8%	29,966,400	S1494
Additional: Liquor Funds			300,000	S1518
Health Education Programs	9,459,900	3.0%	10,034,000	S1495
Special Programs	12,222,600	1.0%	12,662,600	S1476
<u>Agencies</u>				
Office of the State Board of Education	5,127,000	(52.6%)	13,977,800	H0611
Professional-Technical Education	54,849,400	6.3%	65,822,100	S1474
Additional: Proprietary Schools			66,900	H0687
Idaho School for Deaf and Blind	8,503,700	4.9%	8,846,500	S1496
Public Broadcasting System	3,530,300	7.6%	4,538,700	S1466
Idaho Commission for the Libraries	4,067,300	41.2%	5,663,900	H0571
Additional: Digital Repository			202,000	H0648
Historical Society	3,347,200	12.6%	5,689,500	H0570
Vocational Rehabilitation, Division	8,520,900	2.0%	25,295,000	S1492
State Department of Education	7,309,100	30.0%	25,761,000	H0621
<u>Public School Support</u>				
Division of Facilities	18,400,000	47.8%	36,850,000	H0671
Division of Operations	539,844,200	2.7%	584,032,700	H0670
Division of Teachers	746,380,700	3.4%	817,074,500	H0669
Division of Administrators	85,391,500	2.8%	87,541,800	H0668
Division of Children's Programs	28,526,300	16.2%	170,449,400	H0672
<u>Statewide Issues</u>				
Permanent Building Fund (Maintenance Projects only)	0		22,323,000	S1498

Note: Employee compensation amounts are included in the totals for each of the Agencies & Institutions

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REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: B. Budget Policies :

April 2002

B. Budget Policies

1. Budget Requests

For purposes of Item 1., the community colleges (CSI and NIC), the State Historical Society, and the State Library are included.

a. Submission of Budget Requests

The Board is responsible for submission of budget request for the institutions, school and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted to the office to the executive and legislative branches.

b. Direction by the Office of the State Board of Education

The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

c. Preparation and Submission of Annual Budget Requests

Annual budget requests to be submitted to the Board by the institutions, school and agencies under Board governance are due in the Office of the State Board of Education on the date established by the executive director.

d. Presentation to the Board

Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution, school or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for their action.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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2. Budget Requests and Expenditure Authority

- a. Budget requests must include projected miscellaneous receipts based on the enrollment of the fiscal year just completed (e.g., the FY 2007 budget request, prepared in the summer of 2005, projected miscellaneous receipts revenue based on academic year 2001 enrollments which ended with the Spring 2005 semester).
- b. Approval by the executive director, or his or her designee, as authorized, for all increases and decreases of spending authority caused by changes in miscellaneous receipts is required.
- c. Miscellaneous receipts collected by an institution will not be allocated to another institution. The lump sum appropriation will not be affected by changes in receipts.

3. Operating Budgets (Appropriated)

Availability of Appropriated Funds

- (1) Funds appropriated by the legislature from the State General Account for the operation of the institutions, school and agencies (exclusive of funds for construction appropriated to the Permanent Building Fund) become available at the beginning of the fiscal year following the session of the legislature during which the funds are appropriated, except when appropriation legislation contains an emergency clause.
- (2) These funds are generally allotted periodically or are disbursed on submission of expenditure vouchers to the Office of the State Controller.

b. Approval of Operating Budgets

- (1) The appropriated funds operating budgets for the institutions, school and agencies under Board supervision are based on a fiscal year, beginning July 1 and ending on June 30 of the following year.
- (2) During the spring of each year, the chief executive officer of each institution, school or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the executive director for review and formal approval before the beginning of the fiscal year.

c. Budget Transfers and Revisions

(1) Chief Executive Officer Approval

The chief executive officer of each institution, agency, school, office, or department is responsible for approving all budget transfers.

(2) Allotment and Allotment Transfers

Requests for allotments or changes in allotments are submitted by the institution, school or agency to the Division of Financial Management and copies provided concurrently to the Office of the State Board of Education. (Refer to allotment form in the Fiscal Reference Manual of the Division of Financial Management.) The Office of the State Board of Education will coordinate the request for allotments and changes to allotments for the college and universities.

4. Operating Budgets (Nonappropriated -- Auxiliary Enterprises)

a. Auxiliary Enterprises Defined

An auxiliary enterprise directly or indirectly provides a service to students, faculty, or staff and charges a fee related to but not necessarily equal to the cost of services. The distinguishing characteristic of most auxiliary enterprises is that they are managed essentially as self-supporting activities, whose services are provided primarily to individuals in the institutional community rather than to departments of the institution, although a portion of student fees or other support is sometimes allocated to them. Auxiliary enterprises should contribute and relate directly to the mission, goals, and objectives of the college or university. Intercollegiate athletics and student health services should be included in the category of auxiliary enterprises if the activities are essentially self-supporting.

All operating costs, including personnel, utilities, maintenance, etc., for auxiliary enterprises are to be paid out of income from fees, charges, and sales of goods or services. No state appropriated funds may be allocated to cover any portion of the operating costs. However, rental charges for uses of the facilities or services provided by auxiliary enterprises may be assessed to departments or programs supported by state-appropriated funds.

b. Operating Budgets

(1) Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

(2) All proposed expenditures from accumulated operating reserves in excess of \$50,000 must be reported to the Board at the next scheduled meeting.

5. Operating Budgets (Nonappropriated -- Local Service Operations)

a. Local Service Operations Defined

Local service operations provide a specific type of service to various institutional entities and are supported by charges for such services to the user. Such a service might be purchased from commercial sources, but for reasons of convenience, cost, or control, is provided more effectively through a unit of the institution. Examples are mailing

BUSINESS AFFAIRS AND HUMAN RESOURCES
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services, duplicating services, office machine maintenance, motor pools, and central stores.

- b. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
- c. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

6. Operating Budgets (Nonappropriated -- Other)

- a. The policies and practices used for appropriated funds are used in the employment of personnel, use of facilities, and accounting for all expenditures and receipts.
- b. Reports of revenues and expenditures must be submitted to the State Board of Education at the request of the Board.

7. Agency Funds

- a. Agency funds are assets received and held by an institution, school or agency, as custodian or fiscal agent for other individuals or organizations, but over which the institution, school or agency exercises no fiscal control.
- b. Agency funds may be expended for any legal purpose prescribed by the individual or organization depositing the funds with the institution, school or agency following established institutional disbursement procedures.

8. Major Capital Improvement Project -- Budget Requests

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

a. Definition

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

b. Preparation and Submission of Major Capital Improvement Requests

(1) Permanent Building Fund Requests

Requests for approval of major capital improvement projects to be funded from the Permanent Building Fund are to be submitted to the Office of the State Board of Education on a date and in a format established by the executive director. Only technical revisions may be made to the

BUSINESS AFFAIRS AND HUMAN RESOURCES
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request for a given fiscal year after the Board has made its recommendation for that fiscal year. Technical revisions must be made prior to November 1.

(2) Other Requests

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

c. Submission of Approved Major Capital Budget Requests

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

9. Approval by the Board

Requests for approval of major capital improvement projects must be submitted for Board action. Major capital improvement projects, which are approved by the Board and for which funds from the Permanent Building Fund are requested, are placed in priority order prior to the submission of major capital budget requests to the Division of Public Works.

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BUSINESS AFFAIRS AND HUMAN RESOURCES

APRIL 17-18, 2008

SUBJECT

FY 2009 College and University Allocation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.S.
House Bill 299

BACKGROUND

The legislature appropriates to the State Board of Education and the Board of Regents monies for the general education programs at Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs. The Board allocates the lump-sum appropriation to the four institutions based on legislative intent and Board Policy, Section V.S.

DISCUSSION

According to Board policy, the allocation is made in the following order: 1) each institution shall be allocated its prior year base; 2) funds for the Enrollment Workload Adjustment; 3) funds for new occupancy costs; 4) funding of special allocations; and 5) a general allocation based on proportionate share to total budget request.

IMPACT

This action allocates the FY 2009 College and University lump-sum appropriation to the institutions for general education programs, and system-wide needs. The funds allocated along with revenue generated from potential fee increases will establish the operating budgets for the general education program for FY 2009. The FY 2009 Allocation, shown on page 3, consists of the lump-sum appropriation.

ATTACHMENTS

Summary of C & U FY09 Allocations	Page 3
Board Allocation Policies	Page 4
House Bill 610	Page 7

STAFF COMMENTS

Staff recommends approval of the FY2009 College and University allocation.

BOARD ACTION

A motion to approve the allocation of the FY 2009 legislative appropriations contained in House Bill 610 for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Page 3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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College and Universities' Allocation

Summary of FY09 C&U Budget Allocations: Appropriated Includes General Funds, Endowment and Appropriated Student Fees HB 610



	Boise State	Idaho State	Univ Idaho	Lewis Clark	System-wide	TOTAL
1 FY08 Original Appropriation	125,710,700	106,108,100	139,678,000	22,840,000	4,675,000	399,011,800
2 Adjustments:						
3 Recission	0	0	0	0	0	0
4 Addl Std Fees/Revenue/Other	2,549,200	407,900	(944,300)	155,400		2,168,200
5 Remove One-Time Expenditures	(1,218,300)	(2,214,800)	(1,709,800)	(220,300)	(1,560,000)	(6,923,200)
6 FY09 Budget Base	127,041,600	104,301,200	137,023,900	22,775,100	3,115,000	394,256,800
7						
8 MCO Requests:						
9 Benefit Cost Increases	2,542,600	1,630,300	1,410,000	611,100		6,194,000
10 General Inflation Adjustments	0	0	0	0		0
11 Replacement items for CO base-One Time	607,200	2,508,200	1,426,700	457,900		5,000,000
12 Library Books & Periodicals-One Time	180,400	165,100	244,500	19,800		609,800
13 Risk Management Costs	521,300	207,400	574,400	20,000		1,323,100
14 Controller's Fees	125,800	113,600	169,200	56,400		465,000
15 Treasurer's Fees	0	0	100	0		100
16 CEC @ 3.0% Annualization	2,781,000	2,309,100	2,820,300	484,200		8,394,600
17 Nonstandard Inflationary Increases						
18 Enrollment Workload Adjustment	1,394,400	0	(926,500)	(80,800)		387,100
19 Total MCO Increases	8,152,700	6,933,700	5,718,700	1,568,600	0	22,373,700
20						
21 MCO Request	135,194,300	111,234,900	142,742,600	24,343,700	3,115,000	416,630,500
22						
23 Line Items:						
24 Occupancy	51,100	100,000	92,400	0	0	243,500
25 Maintenance/Infrastructure	600,000	0	2,400,000	0	0	3,000,000
26 CAES	534,300	534,400	534,400	0	0	1,603,100
27 New Programs	0	0	146,000	1,226,400	0	1,372,400
28 Total Line Items	1,185,400	634,400	3,172,800	1,226,400	0	6,219,000
29						
30 Total Appropriation	136,379,700	111,869,300	145,915,400	25,570,100	3,115,000	422,849,500
31						
32 % Change from FY08 Original Appropriation						
33 MCO	6.5%	6.5%	4.1%	6.9%	0.0%	5.6%
34 Line Items	0.9%	0.6%	2.3%	5.4%	0.0%	1.6%
35 Total	7.4%	7.1%	6.4%	12.2%	0.0%	7.2%
36						
37 % Change from FY09 Budget Base						
38 MCO	6.4%	6.6%	4.2%	6.9%	0.0%	5.7%
39 Line Items	0.9%	0.6%	2.3%	5.4%	0.0%	1.6%
40 Total	7.4%	7.3%	6.5%	12.3%	0.0%	7.3%
41						
42 FY 2009 Budget Request	137,474,800	115,568,800	150,434,800	25,879,000	3,115,000	432,472,400
43 Difference	(1,095,100)	(3,699,500)	(4,519,400)	(308,900)	0	(9,622,900)
44 Total	-0.8%	-3.3%	-3.1%	-1.2%	0.0%	-2.3%

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: V. FINANCIAL AFFAIRS

Subsection: S. Allocation of Lump Sum Appropriation:

February 2006

S. Allocation of Lump Sum Appropriation (BSU, ISU, LCSC, UI)

1. Objectives

- a. The funding process should offer maximum institutional flexibility to allocate funds internally to carry out roles and missions established by the Board.
- b. The funding process should be a straightforward approach that can be used by the Board to express system-wide priorities.
- c. There should be a clear and understandable relationship between institutional needs, the system-wide funding request, the legislative appropriations, the allocation of funds, and the ultimate use of the funds.
- d. The funding process should not penalize institutions as the result of decisions related to the internal allocation of resources by other institutions.
- e. Any incentives that the Board uses in the funding process should be explicit.
- f. The funding process should be applied consistently from year-to-year so that there can be some level of predictability in the allocation as well as increased confidence in the outcome.
- g. The funding process should encourage cooperative programs among institutions.
- h. The funding process should be compatible with the Statewide Plan for Higher Education.

2. Methodology

The allocation shall consist of the total of the lump sum general account appropriation and actual land grant endowment receipts. The allocation shall be made in the following order:

- a. Each institution shall be allocated its base allocation of the prior year.
- b. An Enrollment Workload Adjustment shall be applied to the allocation of each institution. The adjustment shall be calculated as follows:
 - (1) A three-(3) year moving average of credit hours multiplied by the program weights shall be used. The three (3) years to be used shall be those which precede the year

BUSINESS AFFAIRS AND HUMAN RESOURCES
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of the allocation and shall consist of two (2) years of actual and one (1) year of estimated credit hours.

- (2) Effective with the FY 1990 allocation, credit hours generated from externally funded sources and contracts shall be removed from this adjustment. Credit hours for in-service teacher education shall not be removed.
- (3) The total budget base of the institutions shall be multiplied by 0.67 and divided by the three-(3)year moving average of total weighted credit hours for the prior year. The resultant amount per credit hour shall be multiplied by the change from the prior three-(3)year moving average of weighted credit hours for each institution to calculate the adjustment by institution.
- (4) Program weights are the weighting factors applied to four (4) categories of instructional disciplines with different weight factors by category and course level. The groups and factors follow.

<u>Group I</u> Physical Education Law Letters Library Sciences Mathematics Military Science Psychology Social Sciences	<u>Group II</u> Area Studies Business & Management Education Communications Home Economics Public Affairs Interdisciplinary Studies
<u>Group III</u> Agricultural & Natural Resources Architecture & Environmental Design Biological Sciences Fine & Applied Arts Foreign Languages Physical Sciences	<u>Group IV</u> Engineering Health Professions Computer & Information Sciences

The weighting factors for the above categories are as follows:

<u>Course Level</u>	<u>Category</u>			
	I	II	III	IV
Lower Division	1.00	1.30	1.60	3.00
Upper Division	1.50	1.90	2.50	3.50
Masters	3.50	3.50	6.00	6.50
Doctoral	5.00	6.25	7.50	10.00
Law	3.50	--	--	--

BUSINESS AFFAIRS AND HUMAN RESOURCES
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An additional five percent (5%) emphasis factor is given to the Primary Emphasis areas at each institution. These areas are:

<u>Boise State University</u> Business Social Science (includes Economics) Public Affairs Performing Arts (excluding Art) Education Engineering	<u>Idaho State University</u> Health Professions Biological Sciences Physical Sciences Education
<u>University of Idaho</u> Agriculture Forestry Mines Engineering Architecture Law Foreign Languages Education	<u>Lewis-Clark State College</u> Business Criminal Justice Nursing Social Work Education

- c. Operations and maintenance funds (custodial, maintenance, and utilities) for new, major general education capital improvement projects shall be allocated to affect institutions.
- d. Decision units above the base shall be consistent with the legislative budget request. The allocation of these decision units to the institutions shall be based on the proportionate share of each institution in the total budget request for these decision units applied to the increase in appropriations above the base excluding special allocations.
- e. The Board may also allocate funds for special activities or projects at the discretion of the Board.

BUSINESS AFFAIRS AND HUMAN RESOURCES

APRIL 17-18, 2008

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 610

BY APPROPRIATIONS COMMITTEE

1 AN ACT

2 APPROPRIATING MONEYS FOR GENERAL EDUCATION PROGRAMS AT BOISE STATE UNIVERSITY,
3 IDAHO STATE UNIVERSITY, LEWIS-CLARK STATE COLLEGE, THE UNIVERSITY OF IDAHO
4 AND FOR THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2009;
5 ESTABLISHING AMOUNTS TO BE EXPENDED FOR SYSTEMWIDE PROGRAMS; DIRECTING THE
6 STATE BOARD OF EDUCATION TO PROVIDE A SYSTEM OF REPORTING FACULTY AND
7 STAFF TURNOVER; AND REAPPROPRIATING CERTAIN UNEXPENDED AND UNENCUMBERED
8 BALANCES.

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

10 SECTION 1. There is hereby appropriated to the State Board of Education
11 and the Board of Regents of the University of Idaho for Boise State Univer-
12 sity, Idaho State University, Lewis-Clark State College, the University of
13 Idaho, and the Office of the State Board of Education the following amount to
14 be expended for the designated programs from the listed funds for the period
15 July 1, 2008, through June 30, 2009:

16 FOR:	
17 General Education Programs	\$422,849,500
18 FROM:	
19 General Fund	\$285,151,500
20 Agricultural College Endowment Fund	794,000
21 Charitable Institutions Endowment Fund	753,600
22 Normal School Endowment Income Fund	2,534,100
23 Scientific School Endowment Income Fund	2,332,300
24 University Endowment Income Fund	2,181,000
25 Unrestricted Fund	105,406,700
26 Restricted Fund	23,550,300
27 Miscellaneous Revenue Fund	<u>146,000</u>
28 TOTAL	\$422,849,500

29 SECTION 2. SYSTEMWIDE PROGRAMS. Of the amount appropriated from the Gen-
30 eral Fund in Section 1 of this act, an amount not to exceed \$100,000 shall be
31 used by the Office of the State Board of Education for systemwide needs; an
32 amount not to exceed \$1,440,000 may be used for the mission and goals of the
33 Higher Education Research Council; an amount not to exceed \$1,560,000 in one-
34 time funds for competitive research grants to be awarded by the Higher Educa-
35 tion Research Council; an amount not to exceed \$1,485,000 may be awarded by
36 the State Board of Education for instructional projects specifically designed
37 to foster innovative learning approaches using technology, and to promote the
38 Idaho Electronic Campus; and an amount not to exceed \$90,000 may be used by
39 the Office of the State Board of Education for expenses directly related to
40 the formulation of a final recommendation for expanding undergraduate and
41 graduate medical education opportunities.

42 SECTION 3. PERSONNEL TURNOVER. The State Board of Education shall con-

2

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

6 SECTION 4. CARRYOVER AUTHORITY. There is hereby reappropriated to the
7 State Board of Education and the Board of Regents of the University of Idaho
8 for Boise State University, Idaho State University, the University of Idaho,
9 Lewis-Clark State College, and the Office of the State Board of Education, any
10 non-General Fund unexpended and unencumbered balances from fiscal year 2008,
11 to be used for nonrecurring expenditures for the period July 1, 2008, through
12 June 30, 2009.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

Statement of Purpose
RS17230

This is the fiscal year 2009 appropriation for the College & Universities in the amount of \$422,849,500.

Fiscal Note

	FTP	Gen	Ded	Fed	Total
FY 2008 Original Appropriation	3,825.60	264,227,700	134,784,100	0	399,011,800
Reappropriation	0.00	0	43,925,800	0	43,925,800
Other Appropriation Adjustments	0.00	0	0	0	0
FY 2008 Total Appropriation	3,825.60	264,227,700	178,709,900	0	442,937,600
Non-Cognizable Funds and Transfers	75.19	0	2,168,200	0	2,168,200
FY 2008 Estimated Expenditures	3,900.79	264,227,700	180,878,100	0	445,105,800
Removal of One-Time Expenditures	0.00	(4,931,100)	(45,917,900)	0	(50,849,000)
Base Adjustments	0.00	0	0	0	0
FY 2009 Base	3,900.79	259,296,600	134,960,200	0	394,256,800
Benefit Costs	0.00	6,194,000	0	0	6,194,000
Inflationary Adjustments	0.00	467,800	142,000	0	609,800
Replacement Items	0.00	3,293,700	1,706,300	0	5,000,000
Statewide Cost Allocation	0.00	1,788,200	0	0	1,788,200
Change in Employee Compensation	0.00	8,394,600	0	0	8,394,600
Nondiscretionary Adjustments	15.00	387,100	0	0	387,100
Endowment Adjustments	0.00	(743,500)	743,500	0	0
FY 2009 Program Maintenance	3,915.79	279,078,500	137,552,000	0	416,630,500

Line Items

College and Universities

1. Occupancy Costs	2.04	243,500	0	0	243,500
2. Maintenance & Infrastructure	0.00	600,000	0	0	600,000
3. Dual Enrollment Operating Support	0.00	0	0	0	0
4. Maintenance & Infrastructure	0.00	2,400,000	0	0	2,400,000
5. Center for Advanced Energy Studies	0.00	1,603,100	0	0	1,603,100
6. Nursing & Health Science Faculty & Eq	8.55	1,226,400	0	0	1,226,400
7. Masters of Community & Regional Plan	0.00	0	0	0	0
8. Health Education Initiative	0.00	0	0	0	0
9. Graduate Assistants	0.00	0	0	0	0
10. American Indian Center	0.00	0	0	0	0
11. Faculty Positions	0.00	0	0	0	0
12. Gov's Initiative: Restoration Ecologist	0.00	0	146,000	0	146,000
Lump-Sum or Other Adjustments	0.00	0	0	0	0
FY 2009 Total	3,926.38	285,151,500	137,698,000	0	422,849,500
Chg from FY 2008 Orig Approp.	100.78	20,923,800	2,913,900	0	23,837,700
% Chg from FY 2008 Orig Approp.	2.6%	7.9%	2.2%		6.0%

Line Item #1: ongoing General Funds for facility occupancy costs at BSU, ISU and U of I.

Line Item #2: one-time General Funds for information technology maintenance at BSU.

Line Item #4: one-time General Funds for facilities maintenance and repairs at U of I.

Line Item #5: one-time General Funds for startup personnel costs at the Center for Advanced Energy Studies.

Line Item #6: \$620,600 ongoing and \$605,800 one-time in General Funds for nursing and health sciences faculty and equipment at LCSC.

Line Item #12: one-time dedicated funds for a Restoration Ecologist position at U of I.

Contact: Matt Freeman 334-4740
 Legislative Services Office, Budget & Policy Analysis
 Statement of Purpose/Fiscal Note

Bill No. _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

SUBJECT

Allocation of FY 2009 General Fund Appropriation for Community Colleges

REFERENCE

June 2006 Board approved a process for distributing the FY 2007 State General Fund appropriation between North Idaho College (NIC) and the College of Southern Idaho (CSI)

APPLICABLE STATUTE, RULE, OR POLICY

Senate Bill 1494 and 1518 (2008 Session)

BACKGROUND

The legislature makes an annual appropriation to the State Board of Education for community college support. Traditionally, an informal agreement between the presidents of the two colleges resulted in the allocation of state General Funds equally (50%/50%) between CSI and NIC.

In June, 2006, the Board approved the process for distributing the FY 2007 State General Fund appropriation between CSI and NIC. Now that the College of Western Idaho (CWI) has been created, it is possible the status of this agreement will change pending a renegotiation of the allocation process. Although funds for CWI were appropriated by the Legislature for FY 2009, this will not affect the distribution formula between CSI and NIC. Therefore, the same process will be used for distributing the FY2009 general fund appropriation.

Senate bill 1518 doubled the funds from liquor funds from \$300,000 to \$600,000. The split between community colleges will increase from \$150,000 to \$200,000.

DISCUSSION

The allocation formula used to distribute the FY 2007 state General Fund appropriation will be used to distribute the FY 2009 General Funds.

IMPACT

Section 2 of Senate Bill 1494 directs the General Fund appropriation to be allocated as follows: \$5,000,000 to the new College of Western Idaho, with the remainder split between the College of Southern Idaho and North Idaho College under the current formula established by the two colleges. The allocation formula for CSI and NIC result in the following amounts:

CSI	\$13,169,600
NIC	<u>11,496,800</u>
Total	\$24,666,400

Senate bill 1518 doubled the appropriation from liquor funds from \$300,000 to \$600,000. The split between community colleges will increase from \$150,000 to \$200,000.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

ATTACHMENTS

FY09 CC Appropriations Process	Page 3
Senate Bill 1494	Page 5
Senate Bill 1518	Page 7

STAFF COMMENTS

The allocation between NIC and CSI is not connected to the FY 2009 appropriation that was provided by the Legislature for CWI in the same bill. The amount allocated to CWI is the amount included in the college's budget request in the amount of \$5,000,000.

This allocation does not include funds for Professional-Technical Education, which are allocated by the Division of Professional Technical Education.

Each institution has reviewed their respective allocation amount and agrees that the proper calculation has been made.

Staff recommends approval of the amounts as shown on Page 3, Line 24, and included in the motion, below.

BOARD ACTION

A motion to approve the FY 2009 allocation of state General Funds for community college support as follows: \$13,169,600 to the College of Southern Idaho, and \$11,496,800 to North Idaho College.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE APPROPRIATION ALLOCATION PROCESS
COLLEGE OF SOUTHERN IDAHO and NORTH IDAHO COLLEGE
Fiscal Year 2009

		Fiscal Year 2009		
		(g) CSI	(h) NIC	(i) Total
1	Prior Year Budget Base	10,628,400	9,127,000	19,755,400
2				
3	Current Year MCO and Line Item Increases (1st Yr 2006)	545,300	533,400	1,078,700
4	15 Prior Year MCO and Line Item Increases	2,025,500	1,806,800	3,832,300
5	Cumulative MCO and Line Item Increases	2,570,800	2,340,200	4,911,000
6				
7	Prior Year FTE Used to Allocate Base	53.80%	46.20%	100.00%
8	Percentage of Actual FTE Split Based on FY06	53.65%	46.35%	100.00%
9	8-7 Difference Between Actual and Prior Year FTE Split	-0.15%	0.15%	0.00%
10				
11	Limit on Annual Change in FTE Allocation	-0.15%	0.15%	0.00%
12	7+11 FTE Used to Allocate New Base	53.65%	46.35%	0.00%
13				
14	Current Year MCO and Line Item Increases	545,300	533,400	1,078,700
15	3+14 Current Year Amount Not Allocated by FTE	2,570,800	2,340,200	4,911,000
16				
17	1+15 Current Year Estimated Total Appropriation	13,199,200	11,467,200	24,666,400
18	-15 Less: Amount Not Allocated by FTE	(2,570,800)	(2,340,200)	(4,911,000)
19	Less: Reallocate Foregone Allocation			
20	17+18+19 Current Year New Base	10,628,400	9,127,000	19,755,400
21				
22	20*12 Current Year Base Allocation	10,598,800	9,156,600	19,755,400
23	Plus: Reallocate Foregone Allocation			
24	15+22 Current Year Total Appropriation	13,169,600	11,496,800	24,666,400
25				
26	Prior Year Total Appropriation	12,653,900	10,933,800	23,587,700
27	24/26 Current Year Percentage Increase over Prior Year	4.08%	5.15%	4.57%
28				
29	20*8+15 Current Year Allocation Without 1.5% FTE Limitation	13,169,600	11,496,800	24,666,400
30	29-24 Current Year Foregone Allocation Due From/(Due To)	-	-	-
31	Prior Year Foregone Allocation Due From/(Due To)	600,500	(600,500)	-
32	Cumulative Foregone Allocation Due From/(Due To)	600,500	(600,500)	-

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

IN THE SENATE

SENATE BILL NO. 1494

BY FINANCE COMMITTEE

1 AN ACT

2 APPROPRIATING MONEYS FOR COMMUNITY COLLEGE SUPPORT FOR FISCAL YEAR 2009; AND
3 DIRECTING THE ALLOCATION OF CERTAIN FUNDS.

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

5 SECTION 1. There is hereby appropriated to the State Board of Education
6 for Community College Support the following amount to be expended according to
7 the designated expense class from the listed funds for the period July 1,
8 2008, through June 30, 2009:

9 FOR:

10 Trustee and Benefit Payments	\$29,966,400
-----------------------------------	--------------

11 FROM:

12 General Fund	\$29,666,400
-------------------	--------------

13 Community College Fund	<u>300,000</u>
-----------------------------	----------------

14 TOTAL	\$29,966,400
------------	--------------

15 SECTION 2. The General Fund moneys appropriated in Section 1 of this act
16 shall be allocated as follows: (1) \$5,000,000 to the College of Western Idaho;
17 and (2) the remainder pursuant to the formula as agreed to and set forth in
18 the 2006 document entitled "College of Southern Idaho and North Idaho College:
19 State General Fund Distribution Process." The community college fund moneys
20 appropriated in Section 1 of this act shall be allocated evenly among the
21 three community colleges.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY – continued

Statement of Purpose
RS17225

This is the fiscal year 2009 appropriation for the Community Colleges in the amount of \$29,966,400.

Fiscal Note

	FTP	Gen	Ded	Fed	Total
FY 2008 Original Appropriation	0.00	23,587,700	300,000	0	23,887,700
Non-Cognizable Funds and Transfers	0.00	0	0	0	0
FY 2008 Estimated Expenditures	0.00	23,587,700	300,000	0	23,887,700
Removal of One-Time Expenditures	0.00	(137,700)	0	0	(137,700)
Base Adjustments	0.00	5,000,000	0	0	5,000,000
FY 2009 Base	0.00	28,450,000	300,000	0	28,750,000
Benefit Costs	0.00	324,900	0	0	324,900
Inflationary Adjustments	0.00	4,100	0	0	4,100
Replacement Items	0.00	102,300	0	0	102,300
Change in Employee Compensation	0.00	506,100	0	0	506,100
Nondiscretionary Adjustments	0.00	279,000	0	0	279,000
FY 2009 Program Maintenance	0.00	29,666,400	300,000	0	29,966,400
Line Items					
Community Colleges					
1. Rural Math/Science Dual Credit	0.00	0	0	0	0
2. Joint Pgm Development with Spokane	0.00	0	0	0	0
3. Online Program Development	0.00	0	0	0	0
4. Campus Technology Upgrade	0.00	0	0	0	0
5. CWI Object Transfer	0.00	0	0	0	0
6. One-time Operating Support	0.00	0	0	0	0
Lump-Sum or Other Adjustments	0.00	0	0	0	0
FY 2009 Total	0.00	29,666,400	300,000	0	29,966,400
Chg from FY 2008 Orig Approp.	0.00	6,078,700	0	0	6,078,700
% Chg from FY 2008 Orig Approp.		25.8%	0.0%		25.4%

Section 2 of the bill directs the General Fund appropriation to be allocated as follows: \$5,000,000 to the new College of Western Idaho, with the remainder split between College of Southern Idaho and North Idaho College under the current formula established by the two colleges.

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DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION

SUBJECT

Allocation of the State Division of Professional-Technical Education Appropriation

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND

The Idaho Legislature appropriates funds for Professional-Technical Education to the Division of Professional-Technical Education in five designated programs: State Leadership and Technical Assistance, General programs, Postsecondary Programs, Underprepared and Unprepared Adults/Displaced Homemakers, and Related Services. The Division of Professional-Technical Education requests approval of the allocation of the FY2009 appropriated funds detailed in Exhibit A.

DISCUSSION

The allocation is based on the level of funding in Senate Bill No. 1474, Exhibit B, and the provisions of the State Plan for Professional-Technical Education. The postsecondary allocation is based on the Annual Plan and Budget Request from the respective Technical Colleges. The State General Fund reflects an overall increase of 5.93%. The Legislature funded maintenance level increases for replacement operating expenses and capital outlay, library books and periodicals, statewide cost allocation increases, and professional-technical schools. Line item requests for postsecondary instructional equipment, transfer of programs from the Department of Education for Adult Basic Education, GED, Proprietary Schools and Veteran's programs, and the transfer of programs from the Division of Human Resources were also funded.

IMPACT

Establish FY2009 operating budget.

ATTACHMENTS

Attachment 1 – Appropriation Allocation

Page 3

Attachment 2 – Senate Bill No. 1474

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

BOARD ACTION

A motion to approve the request from the Division of Professional-Technical Education for the allocation of the FY 2009 appropriation detailed in EXHIBIT A.

Moved by _____ Seconded by _____ Yes _____ No _____

1	DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION		EXHIBIT A
2	Allocation of State Division of Professional-Technical Education		
3	FY 2009 Appropriation		
4		FY08	FY09
5		Allocation	Allocation
6	Program 01 (State Leadership and Technical Assistance)		
7			
8	By Standard Class:		
9	Personnel Costs	\$ 1,984,800	\$ 2,087,800
10	Operating Expenses	357,300	354,900
11	Capital Outlay	35,000	35,400
12	Totals	\$ 2,377,100	\$ 2,478,100
13			
14	By Source of Revenue:		
15	General Funds	1,966,600	2,053,200
16	Federal Funds	344,600	374,000
17	One-time General Funds	65,900	50,900
18	Totals	\$ 2,377,100	\$ 2,478,100
19			
20	Program 02 (General Programs)		
21			
22	By Major Program Area:		
23	Secondary Formula	\$ 10,944,137	\$ 10,944,144
24	Professional-Technical School Added Cost	1,770,000	2,434,400
25	General Programs Leadership	293,700	298,800
26	Special Programs		
27	Federal Leadership	774,703	741,396
29	Advanced Learning Partnership	420,000	420,000
30	Adult/Retraining	759,240	759,240
31	Support and Improvement Services	1,652,620	1,652,620
32	Totals	\$ 16,614,400	\$ 17,250,600
33			
34	By Source of Revenue		
35	General Funds	\$ 11,469,100	\$ 11,807,200
36	Federal Funds	5,058,200	5,024,900
37	Dedicated Funds	67,800	67,800
38	One-time General Funds	19,300	350,700
39	Totals	\$ 16,614,400	\$ 17,250,600
40			
41	Program 03 (Postsecondary Programs)		
42			
43	By Technical College:		
44	Boise State University	7,212,618	7,580,247
45	College of Southern Idaho	6,008,125	6,211,357
46	Eastern Idaho Technical College	6,312,852	6,535,862
47	Idaho State University	10,171,733	10,664,746
48	Lewis-Clark State College	4,011,594	4,221,634
49	North Idaho College	4,357,778	4,552,854
50	Totals	\$ 38,074,700	\$ 39,766,700
51			
52	By Source of Revenue:		
53	General Funds	\$ 36,946,700	\$ 38,702,900
54	Unrestricted Funds	456,200	468,200
55	One-time General Funds	671,800	595,600
56	Totals	\$ 38,074,700	\$ 39,766,700
57	Allocation of State Division of Professional-Technical Education		

58	FY 2009 Appropriation		
59		FY08	FY09
60		Allocation	Allocation
61			
62	Program 04 (Underprepared Adults/Displaced Homemaker Program)		
63			
64	By Major Program:		
65	Postsecondary Formula	\$ 2,020,700	\$ 2,080,300
66	Displaced Homemaker Program	409,100	409,100
67			
68	Totals	\$ 2,429,800	\$ 2,489,400
69			
70	By Source of Revenue:		
71	General Funds	\$ 239,100	\$ 239,100
72	Federal Funds	2,020,700	2,080,300
73	Dedicated Funds	170,000	170,000
74	Totals	\$ 2,429,800	\$ 2,489,400
75			
76	Program 05 (Related Services)		
77			
78	By Standard Class:		
79	Personnel Costs	\$ 546,100	\$ 488,500
80	Operating Expenses	173,600	240,000
81	Trustee Payments	0	3,102,800
82	Totals	\$ 719,700	\$ 3,831,300
83			
84	By Source of Revenue:		
86	General Funds	\$ 213,900	1,049,800
87	Federal Funds	0	2,351,600
	Dedicated Funds	0	202,500
	Miscellaneous Revenue	503,200	233,400
88	One-Time General Funds	2,600	0
89	Totals	\$ 719,700	\$ 3,837,300
90			
91	By Source of Revenue:		
92	General Funds	\$ 50,835,400	\$ 53,852,200
93	Federal Funds	7,423,500	9,830,800
94	Dedicated Funds	237,800	440,300
95	Unrestricted Funds	456,200	468,200
96	Miscellaneous Revenue	503,200	233,400
97	One-time General Funds	759,600	997,200
98	Totals	\$ 60,215,700	\$ 65,822,100

]]]] LEGISLATURE OF THE STATE OF IDAHO]]]]
Fifty-ninth Legislature Second Regular Session - 2008

IN THE SENATE

SENATE BILL NO. 1474

BY FINANCE COMMITTEE

AN ACT

2 APPROPRIATING MONEYS FOR PROFESSIONAL-TECHNICAL EDUCATION FOR FISCAL YEAR
3 2009; REAPPROPRIATING ANY UNEXPENDED AND UNENCUMBERED BALANCES; AND SET-
4 TING FORTH THE CONDITIONS FOR REAPPROPRIATION.

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

6 SECTION 1. There is hereby appropriated to the State Board for
7 Professional-Technical Education the following amounts to be expended by the
8 Division of Professional-Technical Education for the designated programs
9 according to the designated expense classes from the listed funds for the
10 period July 1, 2008, through June 30, 2009:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	FOR TRUSTEE AND BENEFIT PAYMENTS	FOR LUMP SUM	TOTAL
11						
12						
13						
14						
15 I. STATE LEADERSHIP AND TECHNICAL ASSISTANCE:						
16 FROM:						
17 General						
18 Fund	\$ 1,741,900	\$ 326,800	\$ 35,400			\$ 2,104,100
19 Federal Grant						
20 Fund	345,900	28,100				374,000
21 TOTAL	\$ 2,087,800	\$ 354,900	\$ 35,400			\$ 2,478,100
22 II. GENERAL PROGRAMS						
23 FROM:						
24 General						
25 Fund	\$ 249,000	\$ 40,500	\$ 9,300	\$ 11,859,100		\$ 12,157,900
26 Hazardous Materials/ 27 Waste Enforcement				67,800		67,800
28 Fund						
29 Federal Grant						
30 Fund	173,300	1,700		4,849,900		5,024,900
31 TOTAL	\$ 422,300	\$ 42,200	\$ 9,300	\$ 16,776,800		\$ 17,250,600
32 III. POSTSECONDARY PROGRAMS:						
33 FROM:						
34 General						
35 Fund					\$ 39,298,500	\$ 39,298,500
36 Unrestricted						
37 Fund					468,200	468,200
38 TOTAL					\$ 39,766,700	\$ 39,766,700
1				FOR		

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	FOR CAPITAL OUTLAY	TRUSTEE AND BENEFIT PAYMENTS	FOR LUMP SUM	TOTAL
IV. UNDERPREPARED ADULTS/DISPLACED HOMEMAKERS:						
FROM:						
General						
Fund				\$ 239,100		\$ 239,100
Displaced Homemaker						
Fund				170,000		170,000
Federal Grant						
Fund				2,080,300		2,080,300
TOTAL				<u>\$ 2,489,400</u>		<u>\$ 2,489,400</u>
V. RELATED SERVICES:						
FROM:						
General						
Fund	\$ 67,200	\$ 21,500		\$ 961,100		\$ 1,049,800
Miscellaneous						
Revenue	188,900	44,500				233,400
Seminars and						
Publications						
Fund		140,000				140,000
Student Tuition						
Recovery						
Fund		7,500		55,000		62,500
Federal Grant						
Fund	232,400	32,500		2,086,700		2,351,600
TOTAL	<u>\$ 488,500</u>	<u>\$ 246,000</u>		<u>\$ 3,102,800</u>		<u>\$ 3,837,300</u>
GRAND						
TOTAL	\$ 2,998,600	\$ 643,100	\$ 44,700	\$ 22,369,000	\$ 39,766,700	\$ 65,822,100

SECTION 2. There is hereby reappropriated to the State Board for Professional-Technical Education for the Division of Professional-Technical Education, subject to the provisions of Section 3 of this act, the unexpended and unencumbered balance of any appropriation contained in Section 1, Chapter 211, Laws of 2007, to be used for nonrecurring expenditures, for the period July 1, 2008, through June 30, 2009.

SECTION 3. The reappropriation for the General Fund moneys granted in Section 2 of this act shall be subject to the following provisions:

(1) If the unexpended and unencumbered balance in the General Fund or June 30, 2008, is zero, the reappropriation for the General Fund moneys in Section 2 is hereby declared to be null and void.

(2) If the unexpended and unencumbered balance in the General Fund or June 30, 2008, is greater than zero but less than the total General Fund reappropriation authority granted to all state agencies, that amount reappropriated in Section 2 of this act shall be in the proportion that the reappropriation for the State Board of Education bears to the total General Fund reappropriation authority granted to all state agencies.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 18-20, 2007

SUBJECT

Idaho Promise Scholarship – Approve Category B Award.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Procedures Act (IDAPA) 08.01.05.102.01
Sections 33-4305 and 33-4308, Idaho Code

BACKGROUND

The Idaho Promise Scholarship Category B award is available for all Idaho students attending college for the first time and who have a high school grade point average of at least 3.0 or an ACT score of 20 or above. This scholarship is limited to two years and to students younger than 22 years of age. Students must maintain at least a 2.5 GPA while taking an average of 12 credits to remain eligible for the scholarship. State law requires the State Board of Education to annually set the amount of the award based on the legislative appropriation and the number of eligible students.

DISCUSSION

During the 2004 session, the Idaho Legislature enacted permissive legislation that allows the State Board of Education to increase the annual individual amount up to \$600 and the total award up to \$1,200. If actual awards are different than projected for the fall 2008, the Board may choose to increase or decrease the amount of the award for the spring 2009 semester. During the 2008 session, the Idaho Legislature provided carry-over authority for the scholarship funds and any funds remaining from the FY08 year may be reallocated during the FY09 year.

The legislative appropriation for the Promise Category B Scholarship for FY 2009 is \$4,446,700. Based upon the participation during the FY08 year, Board staff has estimated the number of eligible students in academic year 2008-09 to be approximately 7,400 students. With the award set at \$600 per student per year, the total amount awarded to all eligible students would be \$4,440,000. This leaves \$6,700 remaining.

Actual student numbers for the Fall 2009 semester will be reviewed and if an adjustment is necessary, staff will recommend a decrease in the award amount for the spring 2009 semester (October, 2009 Board Meeting)

IMPACT

Provides a merit-based scholarship to Idaho high school students in an attempt to motivate students to excel in high school and attend an Idaho college. Estimated number of students receiving scholarships is 7,400.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 18-20, 2007

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the Promise Category B scholarship in the amount of \$300 per semester (\$600 annually).

BOARD ACTION

A motion to approve the amount of the Idaho Promise Scholarship, Category B, to be \$300 per semester per student (\$600 annually) for those current recipients who maintain eligibility and for qualified first year entering students under the age of 22 in the academic year 2008-2009

Moved by_____ Seconded by_____ Carried Yes_____ No_____

REFERENCE - APPLICABLE STATUTE, RULE OR POLICY

ADMINISTRATIVE RULES
IDAPA 08.01.05.102.01

102. MONETARY VALUE OF THE SCHOLARSHIP.

01. Monetary Value. The monetary value of each scholarship shall be set annually by the Board in accordance with Sections 33-4307(3) et seq., Idaho Code.
(3-15-02)

02. Duration. The grant covers up to one (1) educational year or equivalent for attendance at an eligible postsecondary educational institution.
(3-15-02)

IDAHO STATUTES
Title 33, Sections 4305 and 4308

TITLE 33
EDUCATION
CHAPTER 43
SCHOLARSHIPS

33-4305. PURPOSES. The purpose of this act is:

(1) To establish a state scholarship program for the most talented Idaho secondary school graduates or the equivalent, consisting of category A students with outstanding academic qualifications and category B students with a cumulative grade point average for grades nine (9) through twelve (12) of 3.0 or better or achieving an ACT score of 20 or better or who become eligible after the student's first semester or who meet any other criteria as may be established by the state board of education and the board of regents of the university of Idaho, who will enroll in undergraduate nonreligious academic and professional-technical programs in eligible postsecondary institutions in the state; and

(2) To designate the state board of education and the board of regents of the university of Idaho as the administrative agency for the state scholarship program.

33-4308. MAXIMUM NUMBER OF GRANTS.

(1) The total number of grants to eligible category A students shall not exceed one hundred (100) per year, nor a cumulative total number of grants of four hundred (400) outstanding at any given time.

(2) The total number of grants to category B students will be determined annually by the state board of education and the board of regents of the university of Idaho based on the number of eligible students, the individual award amount and the availability of funds.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

SUBJECT

Idaho Robert R. Lee Promise Scholarship – Approve Category A Award.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-4305 (2) and 33-4307 (2) (a), Idaho Code

BACKGROUND

The intent of the Idaho Robert R. Lee Promise Scholarship Category A award is to encourage the best and brightest Idaho students to attend an Idaho college or university. Applicants are ranked based on academic and professional-technical high school records, and ACT or COMPASS scores. The provisions of Idaho Code §33-4307.2a require the State board of Education to annually fund the amount of the award. The amount of the award has been \$3,000 per year (\$1,500 per semester) since the fall 2001 semester.

DISCUSSION

The Joint-Finance and Appropriation Committee appropriated \$331,300 for the FY 2009 academic year. This appropriation will fund approximately 110 total scholarships. There are 72 eligible renewal applications from returning students. The remaining funds will provide for 38 new scholarships to be awarded. 75 percent of the new scholarships are awarded to students pursuing academic programs and 25 percent are awarded to professional-technical students.

During this application year there were nearly 1,200 applicants for the Category A scholarships. 350 applicants met or exceeded the eligibility qualifications for this scholarship.

IMPACT

The legislature provided \$331,300 for the Category A Scholarship Program for the 2008-2009 academic year.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the Promise Category A scholarship in the amount of \$3,000 per year (\$1,500 per semester).

BOARD ACTION

A motion to approve the amount of the Idaho Promise Scholarship, Category A, to be \$3,000 per year (\$1,500 annually) for those applicants who are selected to receive or renew the Idaho Robert R. Lee Promise Category A scholarship for the academic year 2008-09.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

REFERENCE - APPLICABLE STATUTE, RULE OR POLICY

IDAHO STATUTES
Title 33, Sections 4305 and 4307

TITLE 33
EDUCATION
CHAPTER 43
SCHOLARSHIPS

33-4305. PURPOSES. The purpose of this act is:

- (1) To establish a state scholarship program for the most talented Idaho secondary school graduates or the equivalent, consisting of category A students with outstanding academic qualifications and category B students with a cumulative grade point average for grades nine (9) through twelve (12) of 3.0 or better or achieving an ACT score of 20 or better or who become eligible after the student's first semester or who meet any other criteria as may be established by the state board of education and the board of regents of the university of Idaho, who will enroll in undergraduate nonreligious academic and professional-technical programs in eligible postsecondary institutions in the state; and
- (2) To designate the state board of education and the board of regents of the university of Idaho as the administrative agency for the state scholarship program.

33-4308. ELIGIBILITY -- MAXIMUM AMOUNTS -- CONDITIONS. A grant may be awarded to an eligible student for matriculation at an eligible postsecondary educational institution in the state of Idaho if:

- (2) The grant for category A students is as follows:
 - (a) The grant payment to an individual per educational year for attendance on a full-time basis is not in excess of an amount determined annually by the state board of education or in excess of the total educational costs as certified by an official of the eligible postsecondary institution to be attended by the individual receiving the grant, whichever is less.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

SUBJECT

Discussion of FY 2010 Budget Request Process

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Policy, Section V.B.1.

BACKGROUND

Board-approved budget requests for FY10 must be submitted to the executive and legislative branches [Division of Financial Management (DFM) and Legislative Services Office (LSO)] on September 1, 2008. To meet this deadline, the Board has established a process for developing agency and institutional requests that will be finalized at the August 2007 meeting. Budget requests are developed in two parts as directed by the DFM Budget Development Manual: maintenance of current operations (MCO) items and “line items”.

MCO requests are calculated using state budget guidelines and Board policy. Line item requests are defined by the Board, representing the unique needs of the higher education institutions (or system), and agencies. The Board’s budget request guidelines have historically focused upon the development of line item requests, capital budget requests, special one-time requests (if any), and the timeframe for presenting and approving these requests.

An MCO request includes funding for health insurance or other Personnel Cost increases; operating expense inflationary increases (including utilities), central state agency cost areas (Treasurer, Controller, etc.), and changes in employee compensation (salary increases, otherwise known as “CEC”). These previous items are calculated using rates established by DFM. Other MCO items include external non-discretionary adjustments such as student enrollment increases, medical education contract adjustments, and replacement capital.

DISCUSSION

All line items for each agency or institution (including Special and Health Programs) must be ranked in priority order. An MCO budget is considered the minimum to maintain operations while line items are funded for new or expanded programs, building occupancy, additional personnel costs above CEC, and other initiatives deemed important by the Board, institution/agency, legislature or governor.

The capital budget request is a separate process with funding provided by the Permanent Building Fund. Agencies and institutions seek funding for major maintenance projects and major capital projects through that process.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

IMPACT

In order to improve the budget review process, the timeline below will be followed:

<u>Board Meeting</u>	<u>Description</u>
April	Board provides Line Item guidelines
June	Board reviews and approves Line Items
August	Board approves final budget requests

Following Board approval in August, the budget requests will be submitted to DFM and LSO before September 1, 2008.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the following Line Item guidelines:

1. Tie Line Item requests to goals within institution/agency strategic plan and to Board strategic plan.
2. Substantiate why non-appropriated Line Items from the FY 2009 budget request are not being prioritized first for FY 2010.
3. Prioritize Line Item requests in the following categories:
 - a. Occupancy Costs
 - b. Maintenance, Infrastructure and Critical Operating Expenses
 - c. Center for Advanced Energy Studies (CAES) (Higher Education)
 - d. Biomedical Research Initiative with Veterans Affairs Medical Center
 - e. New or Expanded Programs
 - f. Enhancements for institution or agency effectiveness, competitiveness, and/or efficiency

The information included in the final budget request must include supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

BOARD ACTION

A motion to direct the agencies and institutions to use the following categories and in priority order to develop FY 2010 Line Item budget requests: Occupancy Costs, Maintenance, Infrastructure, and Critical Operating Expenses, Center for Advanced Energy Studies, Biomedical Research Initiative with Veterans Affairs Medical Center, New or Expanded Programs, and Enhancements for institution or agency effectiveness, competitiveness, and/or efficiency.

Moved by_____ Seconded by_____ Carried Yes____ No____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
Subsection: B. Budget Policies

August 2006

B. Budget Policies

1. Budget Requests

For purposes of Item 1., the community colleges (CSI and NIC), the State Historical Society, and the Commission for Libraries are included.

a. Submission of Budget Requests

The Board is responsible for submission of budget request for the institutions, school and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the Board will be submitted by the office to the executive and legislative branches.

b. Direction by the Office of the State Board of Education

The preparation of all annual budget requests is to be directed by the Office of the State Board of Education which designates forms to be used in the process. The procedures for the preparation and submission of budget requests apply to operational and capital improvements budgets.

c. Preparation and Submission of Annual Budget Requests

Annual budget requests to be submitted to the Board by the institutions, school and agencies under Board governance are due in the Office of the State Board of Education on the date established by the Executive Director.

d. Presentation to the Board

Annual budget requests are formally presented to the designated committee by the chief executive officer of each institution, school or agency or his or her designee. The designated committee will review the requests and provide recommendations to the Board for their action.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

SUBJECT

Acceptance of the 2007 Fee Waiver and Discounts Reports.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.R., and V.T.

REFERENCE

November 1998	Presidents recommended a change in the Board's fee waiver policy from one to three percent of institution FTE to increase the number of nonresident tuition waivers for disadvantaged or deserving students.
October 21-22, 1999	Board approved policy change after the institutions identified the primary fields of study for which tuition waivers can be awarded. Policy requires institutions submit an annual report identifying the use of waivers by discipline and class level by state of residency.

BACKGROUND

When the college and university presidents recommended changes in the fee policy, they also recommended that students receiving waivers be targeted for information technology programs, engineering and other programs with capacity. Board's policy requires institutions submit an annual report identifying the use of waivers by discipline, by class level, and by state of residency for both the 1% Disadvantaged and Deserving Student waivers and the 2% High Technology Student waivers.

The Board's policy also includes a requirement that each institution submit an annual report on all other fee waivers on a date and in a format determined by the executive director of the Board.

DISCUSSION

The Fee and Tuition Waivers and Discounts report on page 3 shows the dollar amount for the waivers covered under Policy Section V.T. as well as other waivers and discounts, including the Western Undergraduate Exchange Program covered in Policy Section V.R.

Under "Other Board Policy Tuition Waivers" and "Western Undergraduate Exchange", the chart shows state-to-state (Washington, Utah, Oregon) reciprocal agreement waivers that have been in place for many years.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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The report lists the name of the waiver or discount, the policy section, and the annual dollar amount for each institution. At the bottom of the report the gross amount of student fees and percentage of fees waived or discounted for each institution is listed.

With respect to the High Technology Tuition waiver, Board policy authorizes waivers of nonresident tuition to not exceed two percent (2%) of the institution's full-time equivalent enrollment. The chart on page 5 displays the authorized waivers and actual waivers granted based on FY 2006 FTE and compares this number to the actual waivers granted in FY 2007. Reports from the institutions, detailing the waivers by discipline, by level, and by state are provided on pages 7 – 13.

IMPACT

Nonresident waivers have attracted students to Idaho's institutions in areas of study that have been identified as potential state workforce shortages. Many of these students might not have enrolled in Idaho institutions if it were not for these waivers. In addition, institutions have been able to use the waivers to shape their student enrollment profiles for diversity and other purposes. The goal is for these students to find suitable employment in Idaho upon graduation.

ATTACHMENTS

Attachment 1 – 2007 C & U Waivers & Discounts	Page 3
Attachment 2 – 2007 SBOE Tech Waiver Limits	Page 5
Attachment 3 – 2007 BSU Waivers	Page 7
Attachment 4 – 2007 ISU Waivers	Page 9
Attachment 5 – 2007 UI Waivers	Page 11
Attachment 6 – 2007 LCSC Waivers	Page 13

STAFF COMMENTS AND RECOMMENDATIONS

The nonresident waivers are used mostly to recruit students from out of Idaho who are majoring in engineering, biology, and computer sciences. Employee fee discounts have been used to recruit faculty as a fringe benefit to themselves and their spouses. Institutional representatives may wish to comment regarding the waivers and if/how they are fulfilling the original intent.

The Financial VP group has been reviewing possible changes to policy that would allow the institutions to use fee waivers to better address their unique enrollment objectives. Once a proposal has been vetted, the Board will be asked to approve the new policy.

BOARD ACTION

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

**Idaho College and Universities
Fee and Tuition Waivers and Discounts
Fiscal Year 2007**

ATTACHMENT 1

	Policy Section	BSU	ISU	UI	LCSC	Total
1	<u>Board Policy Tuition Waivers, Policy Section V.T.</u>					
2	Nonresident Graduate/Instructional Assistants	571,683	1,261,175	3,243,200	0	5,076,058
3	Nonresident Intercollegiate Athletics	1,372,607	905,919	1,701,100	542,868	4,522,494
4	Nonresident Disadvantaged or Deserving: 1% of FTE	865,468	653,330	1,043,600	155,922	2,718,320
5	Nonresident High Technology: 2% of FTE	1,353,372	1,298,390	1,307,200	96,422	4,055,384
6						
7	<u>Other Board Policy Tuition Waivers</u>					
8	Washington Reciprocal Tuition Waivers	58,335	74,430	433,500	113,371	679,636
9	Utah State University	0	922,105	0	0	922,105
10	Mines Tuition Waivers - Engineering	0	0	198,200	0	198,200
11	Mines Tuition Waivers - Science	0	0	107,100	0	107,100
12	Oregon Tuition Waivers	0	0	0	0	0
13	Exchange Student Waivers (1)	151,671	74,348	396,600	0	622,619
14	WICHE	0	28,945	0	0	28,945
15	Total Other Board Policy Waivers	210,006	1,099,828	1,135,400	113,371	2,558,605
16						
17	Total Board Policy Tuition Waivers	4,373,136	5,218,642	8,430,500	908,583	18,930,861
18						
19	Western Undergraduate Exchange (2)	1,553,795	631,394	9,171,500	228,916	11,585,605
20						
21	<u>Other Waivers and Discounts</u>					
22	Staff Fees	941,733	695,893	407,300	131,808	2,176,734
23	Staff Spouse Fees	293,310	469,753	215,500	40,620	1,019,183
24	Senior Citizen Fees	205,340	226,075	70,100	43,680	545,195
25	In-Service Teacher Education Fee	533,825	855,727	515,300	73,510	1,978,362
26	EDA-Nez Perce Tribe	0	0	0	43,532	43,532
27	Total Other Waivers and Discounts	1,974,208	2,247,448	1,208,200	333,150	5,763,006
28						
29	Total FY07 Waivers and Discounts	7,901,139	8,097,484	18,810,200	1,470,649	36,279,472
30						
31	FY07 Gross Student Fees	88,131,033	67,667,095	82,250,921	13,530,312	251,579,361
32						
33	Percentage of Total Gross Student Fees Waived or Discounted	8.97%	11.97%	22.87%	10.87%	14.42%

Note: Graduate/Instructional Assistant waivers can vary among institutions due to the difference in their respective missions.

(1) Includes only waivers for incoming exchange students.

(2) WUE is accounted for as a rate and not a waiver. The waived amount is the difference in the out-of-state rate minus the WUE rate.

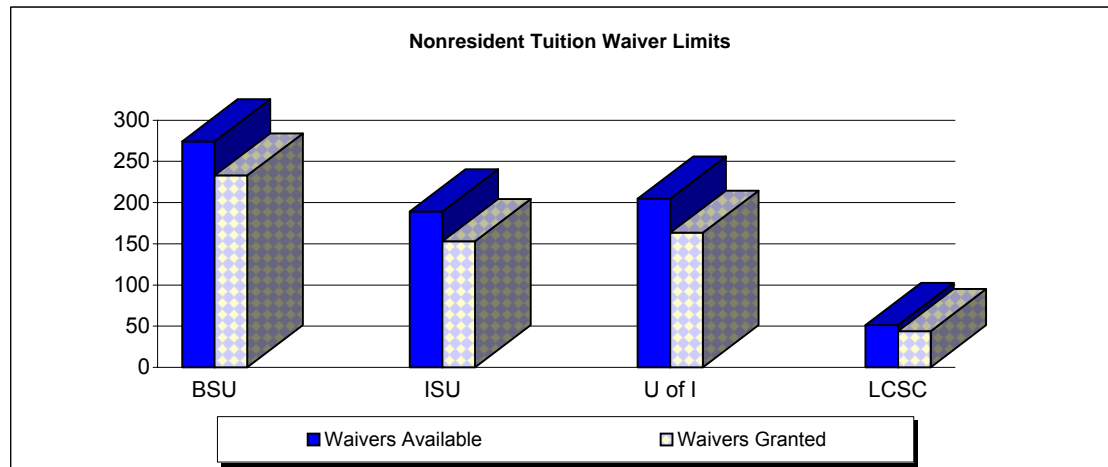
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State Board of Education

Nonresident High Technology Tuition Waiver Limits

Fall 2007

Enrollment/Waivers/Impact		BSU	ISU	U of I	LCSC	Total
1	FTE Enrollment					
2	Fall 2006 (see note)					
3	Academic	13,060	8,597	10,234	2,158	34,049
4	Vocational	660	869	0	404	1,933
5	Total	13,720	9,466	10,234	2,562	35,982
6						
7	High Technology Waivers - 2% of FTE					
8	Waivers Available	274	189	205	51	720
9						
10						
11	Waivers Granted	233.00	153.00	163.47	44.00	593.47
12	Granted as a Percent of Available	84.91%	80.82%	79.87%	85.87%	82.47%



Note: Waivers granted for FY 2007 were awarded in FY 2006 and based on FY 2006 FTE.

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Boise State University
Status Report on Nonresident Tuition Waivers, Fall 2007 (High-Tech Areas Only)

State	Nonresident Tuition Waivers By Discipline							Nonresident Tuition Waivers By Level of Student							
	Building Contr, Engineering, Envir/Waste	Math, Comp Sci, Info Tech	Biology, Chemistry, Geology	Physics, Radiology Sci, Survey Tech	Electr Tech Grph Dsgn Prod Tech	Other	Total	Fresh	Soph	Jr	Sr	Grad	Mast	Doct	Total
Washington	15	2	3		4	10	34	13	10	3	8				34
Oregon	11	4	6	1	3	8	33	8	12	5	8				33
Montana	6	1	2	1		6	16	7	2	1	6				16
Nevada	3	1	1			2	7	3	3	1					7
Utah	2	2	3			3	10	3	4	1	2				10
Wyoming	6		2			5	13	6	2	4	1				13
Alaska	6		4			1	11	4	4	1	2				11
Other States	26	16	15		3	18	78	22	10	11	9	26			78
Foreign	14	6	3			8	31	4			6	21			31
Total	89	32	39	2	10	26	233	70	47	27	42	47	0	0	233
Other Facts:															
Average HS GPA	3.64	3.64	3.65		3.40	3.76	3.62	3.59	3.71	3.78	3.70				3.70
Average SAT	1,116	1,165	1,079		1,148	1,146	1,131	1,122	1,135	1,189	1,108				1,139
Average ACT	27	28	28		33	28	29	27	29	27	30				28

Criteria Used to Offer Waivers:

(GPA & test scores omitted when less than 5 students in sample)

1) Hi-Tech Major 2) GPA 3) Test Scores

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Idaho State University
Status Report on Nonresident Tuition Waivers, Fall 2007 (High-Tech Areas Only)

1		Nonresident Tuition Waivers By Discipline							Nonresident Tuition Waivers By Level of Student							
		Building Contr, Engineering, Envir/Waste	Math, Comp Sci, Info Tech	Biology, Chemistry, Geology	Physics, Radiology Sci, Survey Tech	Electr Tech Grph Dsgn Prod Tech										
2	State						Other	Total	Fresh	Soph	Jr	Sr	Grad	Mast	Doct	Total
3	Washington	4	2	2	2	0	0	10	1	3	1	5	0	0	0	10
4	Oregon	0	0	3	0	1	0	4	0	3	1	0	0	0	0	4
5	Montana	2	0	0	4	1	0	7	0	1	3	3	0	0	0	7
6	Nevada	0	0	1	0	0	0	1	1	0	0	0	0	0	0	1
7	Utah	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	Wyoming	1	0	0	1	0	0	2	0	0	1	0	0	1	0	2
9	Alaska	1	0	0	0	0	0	1	0	0	0	1	0	0	0	1
10	Other States	4	4	11	1	0	0	20	4	3	3	5	1	2	2	20
11	Foreign	29	32	40	4	3	0	108	7	21	23	35	5	14	3	108
12																
13																
14																
15																
16	Total	41	38	57	12	5	0	153	13	31	32	49	6	17	5	153
17																
18	Other Facts:															
19	Average HS GPA	3.73	3.40	3.40	3.25	3.12		3.45	3.58	3.35	3.38	3.68	-	-	-	3.45
20	Average SAT	1,190.00	1,090.00	1,070.00	1,070.00	970.00		1,110.00	1,150.00	1,070.00	1,140.00	1,100.00	-	-	-	1,110.00
21	Average ACT	27.00	22.00	22.00	23.00	21.00		24.00	26.00	25.00	20.00	26.00	-	-	-	24.00
22																

Criteria Used to Offer Waivers:

1) Hi-Tech Major 2) GPA 3) Test Scores

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University of Idaho

Status Report on Nonresident Tuition Waivers - 2007-08 (Data as of October 2007)

State	Nonresident Tuition Waivers by Discipline						Nonresident Tuition Waivers by Level of Student					
	Engr	Info Tech	Envir Tech	Prod Tech	Comp Sci	Total	Fresh	Soph	Jr	Sr	Grad	Total
Washington	12.25	0.50	7.00	11.19	5.50	36.44	8.75	7.50	7.00	10.19	3.00	36.44
Oregon	3.00	4.00	4.00	3.25	1.00	15.25	2.00	8.00	2.75	1.50	1.00	15.25
Montana	1.00	0.00	1.00	3.00	0.00	5.00	0.00	1.00	1.00	3.00	0.00	5.00
Nevada	0.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00	1.00
Utah	0.50	0.00	1.00	0.00	0.00	1.50	0.00	0.00	0.00	1.50	0.00	1.50
California	0.00	1.49	2.99	0.50	1.00	5.98	0.00	1.50	1.49	0.99	2.00	5.98
Arizona	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Alaska	4.00	2.00	1.00	4.00	0.50	11.50	2.00	2.50	2.50	3.50	1.00	11.50
Other	27.09	17.32	29.31	9.08	4.00	86.80	8.81	10.54	27.32	23.23	16.90	86.80
Totals:	47.84	25.31	47.30	31.02	12.00	163.47	21.56	32.04	42.06	43.91	23.90	163.47

Other Facts:

Average HS GPA	3.53	3.19	3.59	3.63	3.69	3.53						
Average SAT	1176.92	900.00	1220.83	1120	1330	1149.55						
Average ACT	26.00	22.67	24.11	29.5	31.00	26.66						
Average Trans. GPA	3.92	3.81	3.47	3.75	3.90	3.77						

Note: counts are by FTE waivers and totals have been rounded.

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Lewis-Clark State College

Status Report on Nonresident Tuition Waivers, Fall 2007 (High-Tech Areas Only)

1		Nonresident Tuition Waivers By Discipline						Nonresident Tuition Waivers By Level of Student								
		Building Contr, Engineering, Envir/Waste	Math, Comp Sci, Info Tech	Biology, Chemistry, Geology	Physics, Radiology Sci, Survey Tech	Electr Tech Grph Dsgn Prod Tech	Other	Total	Fresh	Soph	Jr	Sr	Grad	Mast	Doct	Total
2	State															
3	Illinois		1					1		1						1
4	California	1						1		1						1
5	Oregon		1		2			3	2	1						3
6	WA (excluding AS	2	1	1	2	1		7	6	1						7
7	Asotin Cty, WA	1	5	1	2			9	3	2	3	1				9
8	International	4	7	11	1			23	18	2		3				23
9								0								0
10								0								0
11								0								0
12																
13	Total	8	15	13	7	1	0	44	29	6	5	4	0	0	0	44
14																
15	Other Facts:															
16	Average GPA	3.50	3.28	3.42	3.50	3.47		3.43	3.44	3.49	3.44	3.30				3.42
17	Average SAT	17.0	24.0	27.0	19.5			21.9	22.0		19.0	21.0				20.7
18	Average ACT	1097.0	960.0		1420.0			1159.0	1186.0	1440.0	1050.0					1225.3
19																

Criteria Used to Offer Waivers at LCSC:

1. Waivers are awarded to students planning to major in Mathematics, Computer Science, Chemistry, Geology, Information Systems Analysis, Electronic Technology, Engineering Technology, Radiography, HVAC, Biology and Automotive Technology.
2. Priority consideration given to high achieving students with at least a 3.2 gpa.
3. Transfer students as well as new freshmen.
4. International students.
5. Beginning with 2002/2003 academic year, waivers were awarded to applicants from Asotin County, Washington and new CAMP participants..
6. Beginning with 2003/2004: waivers are not awarded to post-baccalaureate students

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REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

June 2005

1. Definitions and Types of Fees

The following definitions are applicable to fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

a. General Education Fees

General education fees are to be deposited into the unrestricted or restricted current fund accounts as required by Section V, Subsection Q.

(1) Tuition – University of Idaho

Tuition is defined as the fee charged for the cost of instruction at the University of Idaho. The cost of instruction shall not include those costs associated with the construction, maintenance, and operation of buildings and facilities; student services; or institutional support, which are complementary to, but not a part of, the instructional program. Tuition may be charged only to nonresident students enrolled in the University of Idaho, or to resident students enrolled in the University of Idaho who are in a professional program, college, school, or department approved by the State Board of Education and the Board of Regents of the University of Idaho; who are taking extra studies; or who are part-time students at the institutions.

(2) Matriculation Fee – University of Idaho

Matriculation fee is defined as the fee charged at the University of Idaho for all educational costs other than the cost of instruction, including, but not limited to, costs associated with the construction, maintenance, and operation of buildings and facilities, student services, and institutional support.

(3) Tuition – Boise State University, Idaho State University, Lewis-Clark State College

Tuition is defined as the fee charged for any and all educational costs at Boise State University, Idaho State University, and Lewis-Clark State College. Tuition fees include, but are not limited to, costs associated with academic

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

(4) Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

(5) Part-time Education Fee

Part-time education fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

(6) Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

(7) Summer School Fee

Summer school fee is defined as the fee charged for educational costs for students enrolled in academic programs in summer semester.

(8) Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of the matriculation fee, facility fee, and activity fee.

(9) Employee/Spouse Fee

The fee for eligible participants shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. Eligibility shall be determined by each institution. Employees at institutions, agencies and the school under the jurisdiction of the Board may be eligible for this fee. Special course fees may also be charged.

(10) Senior Citizen Fee

The fee for Idaho residents who are 60 years of age or older shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. This fee is for courses on a space available basis only. Special course fees may also be charged.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

(11) In-Service Teacher Education Fee

The fee shall be one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses. The following guidelines will determine if a course or individual qualifies for this special fee.

- (a) The student must be an Idaho public school teacher or other professional employee of an Idaho school district.
- (b) The costs of instruction are paid by an entity other than an institution.
- (c) The course must be approved by the appropriate academic unit(s) at the institution.
- (d) The credit awarded is for professional development and cannot be applied towards a degree program.

(12) Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution.

- (13) Workforce Training Credit fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcribing the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be \$10.00 per credit.

b. Local Fees

Local fees are both full-time and part-time student fees which are to be deposited into the local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

(1) Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of general education facilities.

(2) Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

(3) Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations.

(4) Professional Fee

Professional fee is defined as the additional fee charged for educational costs for students enrolled in specialized degree granting programs. Professional programs currently approved by the Board to charge a professional fee are pharmacy, law, medicine, veterinary medicine, dentistry, physician assistant, physical therapy, occupational therapy, graduate nursing, architecture, and landscape architecture.

(5) Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

(6) Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

2. Board Policy on Student Fees

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

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

a. Special Course Fees or Assessments

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

b. Student Health Insurance Premiums or Room and Board Rates

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

c. Activity and Facility Fees

The chief executive officer of the institution shall approve the amount of each of these fees prior to the April Board meeting. The change is to become effective prior to the beginning of the academic year following the change. The chief executive officer or his or her designee shall meet and confer with the associated student body before approving these fees. The institution shall hold a public meeting on the fee changes, and a report of the meeting shall be made available to the Board.

4. Fees Approved by the Board

a. Fees Requiring Board Approval

(1) Tuition at the University of Idaho

(2) Matriculation Fees at the University of Idaho

(3) Tuition Fees at Boise State University, Idaho State University, and Lewis-Clark State College

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(4) Professional-Technical Education Fee

(5) Part-time Education Fee

(6) Graduate Fee

(7) Summer School Fee

(8) Professional Fee

(9) Course Overload Fee

b. Initial Notice

A proposal to alter a student fee covered by Subsection V.R.4.a shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made. Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

c. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

d. Effective Date

Any change in the rate of fees or tuition becomes effective on the date approved by the Board unless otherwise specified.

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY - continued

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: T. Fee Waivers

April 2002

1. Authority for Fee Waivers

An institution shall not waive any of the applicable fees specified in Section V, Subsection R., unless specifically authorized in this subsection. Special fees are not defined as a fee waiver.

2. Waiver of Nonresident Tuition

Nonresident tuition may be waived for the following categories:

a. Graduate/Instructional Assistants

Waivers are authorized for graduate assistants appointed pursuant to Section III, Subsection P.11.c.

b. Intercollegiate Athletics

For the purpose of improving competitiveness in intercollegiate athletics, the universities are authorized up to two hundred twenty-five 225 waivers per semester and, Lewis-Clark State College is authorized up to seventy 70 waivers per semester. The institutions are authorized to grant additional waivers, not to exceed ten percent (10%) of the above waivers, to be used exclusively for post-eligibility students.

c. Disadvantaged or Deserving Students

(1) The chief executive officer of each institution is authorized to waive nonresident tuition for disadvantaged or deserving students not to exceed one percent (1%) of the institution's full-time equivalent enrollment.

(2) In addition, in order to meet the workforce demands in the fields of engineering, information technology, and related high technology disciplines, the chief executive officer of each institution is authorized to waive nonresident tuition for students enrolled in these areas (if space is available) not to exceed two percent (2%) of the institution's full-time equivalent enrollment. Students eligible to receive the waiver must select engineering, information technology, or related high technology disciplines as their primary field of study. Information technology encompasses scientific and mathematical study of design and building computers and their applications; design and development of operational electronic data storage and processing systems; study and development of electronic systems for transmitting information via networks; analysis and the development of economic and public policy issues; and applying methods and procedures used in the design and writing of computer programs including the problem solving of information network systems.

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Any changes to the existing Board approved list of primary fields of study must be submitted to the Board for their approval.

The institutions will provide an annual report to the Board on the use of these waivers in a format determined by the executive director of the Board.

d. Reciprocity with the State of Washington

Based on a limit approved by the Board, waivers may be allocated on an annual basis by the executive director to the college and universities in postsecondary education programs for Washington residents. An equal number of opportunities shall be afforded to Idaho residents in Washington postsecondary institutions.

e. Reciprocity with Utah State University

Based on a limit approved by the Board, Idaho State University is authorized to waive nonresident tuition for residents of the state of Utah when an equal amount of waivers are made available to Idaho residents at Utah State University.

f. College of Mines

Based on a limit approved by the Board, the College of Mines at the University of Idaho is authorized waivers to encourage enrollment in mining, metallurgy, and geology.

g. Reciprocity with the State of Oregon

Based on a limit approved by the Board, waivers are authorized for undergraduate students who are residents of the state of Oregon and who are majoring in mining engineering, metallurgical engineering, or geological engineering at the University of Idaho. The number of waivers to be awarded annually shall be limited by the number of waivers provided to Idaho residents in Oregon institutions of higher education.

h. Domestic Student Exchange Program

Waivers are authorized for nonresident students participating in this program.

i. Western Interstate Commission for Higher Education

Waivers are authorized for nonresident students participating in the Western Interstate Commission for Higher Education Professional Student Exchange Program and the Graduate Student Exchange Program.

3. Reporting Requirements

Each institution shall submit an annual report on fee waivers on a date and in a format determined by the executive director of the Board.

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BOISE STATE UNIVERSITY

SUBJECT

Office building lease at 220 Park Center Boulevard.

REFERENCE

February 2008

SBOE approval to proceed with lease preparation

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Sections V.I.1.b. & V.I.2.d. & V.E.1.

Section 67-5708, Idaho Code

BACKGROUND

The University requests permission to lease the office building (80,000 square feet of office space) located at 220 Park Center Boulevard in Boise. This building is the former Ore-Ida building currently owned by Supervalu. Supervalu has agreed to sell the land and building valued at approximately \$10,050,000 to the Boise State University Foundation for \$7,000,000 (part sale/part gift) as long as it is put to University use.

DISCUSSION

Once the Foundation purchases the property from Supervalu, the University will lease the property from the Foundation pursuant to the terms of the lease enclosed as Attachment 1. This is the lease that is before the Board for approval. The highlights of the lease are as follows. The lease will be for three years and the University will pay the amount needed to pay the interest only on the loan the Foundation will obtain to purchase the property. The University will assume all insurance, maintenance and operational costs of the building with the Foundation having no obligations other than to pay the loan.

As noted at the February SBOE meeting, the Foundation has received a \$5,000,000 donation pledge for this facility. \$1,000,000 of that was received last month. The Foundation will have to borrow \$6,000,000 of the purchase price. Thus, the first year rental should be approximately \$300,000. The rent will then decrease each year as the remainder of the pledge is paid to the Foundation. This equates to a lease rate of \$3.75 per square foot in the first year (well below the average for comparable office space of approximately \$14 per square foot) and decreasing each year thereafter. The Foundation is currently actively fundraising for the remainder of the \$2,000,000 purchase price. Once the purchase money loan of the Foundation is paid in full, the Foundation will deed the property to the University.

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Supervalu and the Foundation have been negotiating a Purchase and Sale Agreement. Attachment 2 is the most recent version of the Purchase and Sale Agreement.

IMPACT

The most important impact is that this location will serve as the home of the University's first dedicated research park. The location is ideal for non-laboratory research space. The University is already identifying the appropriate research activities to relocate to this facility. Previously, the future location for this type of research park was slated for the West Campus. However, this location is closer to the University and its research activities.

In addition, this location will temporarily house several University functions that do not require location on the main campus and thereby free up space on the main campus for instructional needs. Examples include KBSU Radio and the Division of Extended Studies, including the Osher Lifelong Learning Institute.

ATTACHMENTS

Attachment 1 Land & Building Lease	Page 5
Attachment 2 Purchase & Sale Agreement	Page 9

STAFF AND COMMENTS AND RECOMMENDATIONS

At its February meeting, the Board approved the request by Boise State University to proceed with the preparation of a lease of the property for Board review and approval at the April 2008 meeting.

The University will lease the property from the Foundation for three years and the University will pay the amount needed for the interest only on the Foundation loan. The lease rate of \$3.75 per square foot, and decreasing each year thereafter, will be cost effective to the university.

The Foundation is currently actively fundraising for the remaining \$2,000,000 of the \$7,000,000 purchase price.

Pursuant to Board policy V.I.b. and Idaho Code 67-5708, leases are acquired by and through the Department of Administration. Boise State University plans to submit the lease to the Department for approval once it is finalized.

Staff recommends approval.

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BOARD ACTION

A motion to approve the request by Boise State University to enter into a lease with the Boise State University Foundation for the building located at 220 Parkcenter Boulevard in Boise and to approve the University purpose underlying the Foundation's acceptance of the gift portion of the property.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**LAND AND BUILDING LEASE
BETWEEN THE BOISE STATE UNIVERSITY FOUNDATION, INC. AND
BOISE STATE UNIVERSITY**

This Agreement is made and entered into this ____ day of _____, 2007, and is effective as of the start date provided for herein, by and between Boise State University, a state institution of higher education, and the Boise State University Foundation, Inc, a non-profit corporation and State Board of Education recognized affiliated foundation of Boise State University.

RECITALS

WHEREAS, Boise State University (the "University") and Boise State University Foundation, Inc. (the "Foundation") are mutually interested in the acquisition of the real property located at 220 Park Center Boulevard, in Boise City, Ada County, Idaho; and,

WHEREAS, the University and the Foundation work cooperatively on numerous issues related to the goals of Boise State University; and,

WHEREAS, the University and Foundation agreed to cooperatively enter into a transaction where the Foundation will acquire 220 Park Center Boulevard and provide such property for University use as long as the University covered all the costs of the acquisition and operation of the property during the University's use and occupation of the Property;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants above recited and herein contained, the parties hereby agree as follows:

1. The Foundation shall acquire a parcel of land consisting of approximately 8 acres with a building of approximately 80,000 square feet located at 220 Park Center Boulevard, in Boise City, Ada County, Idaho (the "Property").
2. The cash purchase price of the Property is \$7,000,000. The Foundation has received a pledge of \$5,000,000 towards the purchase price with \$1,000,000 of that amount already paid to the Foundation. The Foundation shall apply the \$1,000,000 already donated to it for the purchase of the property and shall finance the remaining \$6,000,000 via interest only loan at no greater than 5% per year interest.
3. The Foundation shall apply all future donations that are designated toward the purchase of the Property to the principle of the purchase money loan.

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4. The Foundation shall lease the Property to the University and provide the University with the quiet enjoyment of the Property during the term of this lease.
5. The University shall, as rent, pay the interest accrued on the purchase money loan as such sums becomes due to the Foundation.
 - a. By way of example, if the outstanding loan balance in year one is \$6,000,0000 and the interest rate is 5% then the University shall pay \$300,000 in rent that year, but if the outstanding loan balance in year two of the lease is paid down to a sum of \$5,000,000 then the rent payment obligation of the University will be \$250,000 for that year.
 - b. The intent of the parties is that the University cover all, but only all and no more, of the Foundation's interest obligation on its purchase money loan for the Property.
 - c. Once the purchase money loan is paid in full by the Foundation, the Foundation will immediately deed the Property in fee simple to the University for no additional consideration.
6. The University will take immediate possession of the Property as soon as ownership is acquired by the Foundation and such date shall be the first day of this lease. The University shall remain in continuous, uninterrupted possession and control of the parcel post closing and through the term of the lease provided for herein.
7. The initial term of this lease shall be for three years from its start date. Nothing herein shall be construed as to prohibit the parties to extend the term of this lease by mutual agreement.
8. The University shall use the property for any purpose that constitutes an operation or function of the University as allowed by law.
9. The University shall be responsible for all insurance for the Property. The University shall bear all risk of loss of the improvements on the Property. The University shall cause, at its expense, sufficient insurance to be in place at all times as to fully satisfy the Foundation's purchase money loan obligation. If the buildings or improvements are destroyed or rendered unable by an event covered by the University's insurance, the proceeds of such insurance in an amount to repay the Foundation's purchase money loan shall be payable to the Foundation as additional rent. The University will provide adequate liability insurance for the property.
10. The University does hereby agree to indemnify and defend the Foundation from and against any and all claims in any way related to the Property or its use by any person or entity. Nothing in this agreement shall be construed as to obligate the University beyond the limits of the Idaho Tort Claims Act.

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11. The University shall be responsible for all maintenance, repair and operational expenses of the Property. The University shall use its sole discretion in what maintenance or repair is required and shall perform the same at its own expense. All costs, utilities, assessments or any other obligation associated with the use and occupation of the Property shall be borne by the University. The University shall be allowed to make such changes or improvements to the Property as it sees fit, so long as the changes or improvements themselves do not cause the value of the Property to fall below the purchase money loan obligation of the Foundation.
12. The University shall have the right to name and provide signage to the Property in its sole discretion.
13. The Foundation shall have no duty whatsoever as landlord for the condition of the premises and all such duties or responsibilities are hereby assumed by the University. The Foundation's sole duties are those specifically set forth herein.
14. The University has conducted its own investigation and review of the Property with its own experts. The Foundation makes no representations of warranties of any kind regarding the Property. The University is leasing the Property in as-is condition.
15. The parties agree that the advent of litigation between the two arising from the terms of this agreement will be a waste of resources. As such the parties agree that any disputes that arise from this agreement will be resolved by the appropriate staff of the parties. If the staff cannot resolve the dispute, then the dispute will be referred to the President of the Foundation and the President of the University. If the Presidents cannot resolve the dispute, then the dispute will be referred to the Executive Committee of the Foundation and the President of the State Board of Education for resolution. If they are unable to resolve the dispute, the parties shall hire a mutually acceptable mediator to help resolve the dispute. If and only if all the above steps are followed in sequence and the dispute remains unresolved shall either party have the right to initiate litigation arising from this Agreement.
16. This Agreement is subject to the approval of the State Board of Education.

Boise State University

By: Stacy Pearson
Its: Vice President of Finance and Administration
DATED: _____

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The Boise State University Foundation

By: _____
Its: _____
DATED: _____

Purchase and Sale Agreement
Between Supervalu and the Foundation

DRAFT

**AGREEMENT OF PURCHASE, SALE
AND CHARITABLE DONATION**
(ABS #70008 – 220 Parkcenter Blvd., Boise, Idaho)

THIS **AGREEMENT OF PURCHASE, SALE AND CHARITABLE DONATION** ("**Agreement**") is made and entered into as of the ____ day of _____, 2008 ("**Effective Date**"), by and between **NEW ALBERTSON'S, INC.**, a Delaware corporation ("**Seller/Donor**") and **BOISE STATE UNIVERSITY FOUNDATION, INC.**, an Idaho corporation ("**Buyer/Donee**"), collectively, the "**Parties**" and individually, a "**Party**."

RECITALS:

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the Parties:

A. Seller/Donor is the owner of certain real property located in the City of Boise, County of Ada, State of Idaho, consisting of approximately 8.3 acres of real property, as more particularly described on **Exhibit A** attached hereto and made a part hereof, together with all easements, rights and appurtenances to the real property and all improvements located on the real property, including, but not limited to, a building of approximately 83,000 square feet and all fixtures (collectively, the "**Property**"), but excluding all personal property, furniture and equipment located on the Property.

B. Seller/Donor desires to sell the Property to Buyer/Donee and Buyer/Donee desires to purchase the Property from Seller/Donor on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **AGREEMENT OF PURCHASE AND SALE.** Subject to all of the provisions of this Agreement, Seller/Donor agrees to sell to Buyer/Donee, and Buyer/Donee agrees to purchase from Seller/Donor the Property.

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2. PURCHASE PRICE.

2.1 **The Purchase Price.** The Seller/Donor commissioned an appraisal of the Property by Integra Realty Resources dated January 30, 2008, that determined that the fair market value of the Property is Ten Million Fifty Thousand and 00/100 Dollars (\$10,050,000.00) ("**Fair Market Value**"). Buyer/Donee hereby agrees that the Fair Market Value is accurate. As partial consideration for the sale of the Property to Buyer/Donee, Buyer/Donee shall pay to Seller/Donor the sum of Seven Million and 00/100 Dollars (\$7,000,000.00) (the "**Cash Payment**"). Seller/Donor will make a charitable contribution of the difference between the Fair Market Value and the Cash Payment in the amount of Three Million Fifty Thousand and 00/100 Dollars (\$3,050,000.00) ("**Charitable Donation**"). The Cash Payment, less the Earnest Money [defined later] deposited in escrow pursuant to **Section 2.2** below and plus or minus prorations as hereinafter provided, shall be paid in cash at Closing [defined later].

2.2 Earnest Money.

2.2.1 Buyer/Donee shall, within five (5) business days after the Effective Date, deposit the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) with Escrow Holder [defined later] as earnest money to be applied against the Cash Payment at Closing. This sum is referred to in this Agreement as the "**Earnest Money**." The Earnest Money is absolutely non-refundable, except as provided in **Sections 3.1.6** (dealing with title review), **3.3.3** (dealing with Buyer/Donee's determination regarding use), **7.2** (dealing with environmental investigations), **9** (dealing with condemnation and casualty), and **11.1** (dealing with certain defaults of Seller/Donor) of this Agreement.

2.2.2 The Earnest Money shall be represented by cash (or a cashier's check payable to or wire transferred to the account of Escrow Holder) in the amount of the required payment. Escrow Holder is hereby instructed to deposit the Earnest Money in a federally-insured money market or other similar account, subject to immediate withdrawal, at a banking institution located in the state in which Escrow Holder's office is located or in such other financial institution as the Parties may mutually designate. If this transaction closes, the Earnest Money and any interest thereon shall be credited against the total Cash Payment. If the Earnest Money is forfeited to Seller/Donor as provided by this Agreement, the Earnest Money, with any interest earned thereon, shall be paid immediately to Seller/Donor. If Buyer/Donee is entitled at any time to a return of the Earnest Money, any interest earned on the Earnest Money shall be paid to Buyer/Donee.

2.3 **Disbursement at Closing.** Upon the Closing, all amounts to be paid at Closing according to this **Section 2**, less any closing costs payable by

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Seller/Donor, shall be disbursed to Seller/Donor in accordance with the Seller/Donor Closing Settlement Statement [defined later].

3. **BUYER/DONEE'S CONDITIONS PRECEDENT.** Buyer/Donor's obligation to purchase the Property is conditioned upon satisfaction of the following conditions, which may be waived in writing at any time by Buyer/Donor:

3.1 **Title Commitment.**

3.1.1 Within ten (10) days following the execution of this Agreement by Buyer/Donor and Seller/Donor, _____ Title Insurance Company ("**Title Insurer**") shall deliver a current commitment for a standard coverage (ALTA) owner's policy of title insurance (the "**Title Commitment**") on the Property to Buyer/Donor and Seller/Donor. The Title Commitment shall show the status of title to the Property as of the date of the Title Commitment and shall be accompanied by legible copies of all documents referred to in the Title Commitment.

3.1.2 Buyer/Donor shall review the Title Commitment and notify Seller/Donor in writing of Buyer/Donor's disapproval of any Schedule B exceptions shown thereon (the "**Disapproved Exceptions**") prior to the date which is thirty (30) days after the date of this Agreement. Buyer/Donor's failure to notify Seller/Donor in writing of its disapproval of any exception within such time period shall be deemed approval of such exception. The Disapproved Exceptions shall in no event include any of the Permitted Exceptions set forth in Section 5.

3.1.3 If on or before Closing, Title Insurer amends the Title Commitment to add any Schedule B exception (other than those matters previously approved or waived by Buyer/Donor and other than the Permitted Exceptions listed in **Section 5** below) in addition to the Schedule B exceptions shown in the Title Commitment (an "**Additional Exception**"), Title Insurer shall give both Buyer/Donor and Seller/Donor written notice thereof, and Buyer/Donor shall notify Seller/Donor in writing within five (5) days of Buyer/Donor's receipt of such notice of Additional Exceptions of Buyer/Donor's disapproval of any Additional Exception. Any Additional Exception which has been disapproved by Buyer/Donor as provided in this **Section 3** shall be considered a Disapproved Exception. Buyer/Donor's failure to notify Seller/Donor of its disapproval of any Additional Exception within such 5-day period shall be deemed approval of such Additional Exception.

3.1.4 Seller/Donor shall have ten (10) days from the date of receipt of any notice of disapproval to cause such Disapproved Exceptions to be removed from the Title Commitment or cause the Title Insurer to commit to insure against loss or damage that may be occasioned by such Disapproved Exceptions. However, Seller/Donor shall have no obligation

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to cause such Disapproved Exceptions to be removed from the Title Commitment or to cause the Title Insurer to commit to insure against loss or damage that may be occasioned by such Disapproved Exceptions.

3.1.5 Unless Seller/Donor notifies Buyer/Donee within the ten (10) day period provided in **Section 3.1.4** above that Seller/Donor has caused such Disapproved Exceptions to be removed from the Title Commitment or caused the Title Insurer to commit to insure against loss or damage that may be occasioned by such Disapproved Exceptions, Seller/Donor will conclusively be deemed to have elected not to cause such Disapproved Exceptions to be removed from the Title Commitment or to cause the Title Insurer to commit to insure against loss or damage that may be occasioned by such Disapproved Exceptions. In such event, Buyer/Donee shall notify Seller/Donor within five (5) days of a Notice Event [defined below] whether Buyer/Donee shall elect to (i) waive the Disapproved Exceptions and complete the acquisition of the Property in accordance with this Agreement, or (ii) terminate this Agreement, and if Buyer/Donee fails to give such notice within such time period, it shall conclusively be deemed that Buyer/Donee has elected the option in **subsection (i)** above. For purposes of this **Section 3.1.5, "Notice Event"** shall be that date which is the earlier to occur of (a) expiration of the 10-day cure period provided in **Section 3.1.4** above, and (b) the date Seller/Donor notifies Buyer/Donee that Seller/Donor does not intend to cause such Disapproved Exceptions to be removed from the Title Commitment or to cause the Title Insurer to commit to insure against loss or damage that may be occasioned by such Disapproved Exceptions.

3.1.6 If Buyer/Donee elects to terminate this Agreement as provided in this **Section 3.1**, then the Earnest Money shall be returned to Buyer/Donee, less the amount of all title and escrow cancellation fees, if any, payable by Buyer/Donee pursuant to **Section 6.8**, and the Parties shall have no further rights, obligations or liability hereunder, except as may be otherwise expressly provided herein.

3.1.7 The Date of Closing [defined later] shall be extended, as necessary, to permit the operation of the time periods provided in this **Section 3.1**.

3.2 **Title Policy.** Title Insurer shall be unconditionally prepared to issue to Buyer/Donee, as of the Closing, a standard (ALTA) owner's policy of title insurance in the full amount of the Fair Market Value insuring fee simple title to the Property to be vested in Buyer/Donee, subject to the Permitted Exceptions and Deed Restriction [defined later]. Upon the opening of the escrow as provided in **Section 6.2** below, Buyer/Donee shall have the option to deposit with Escrow Holder (a) an ALTA survey sufficient to cause Title Insurer to issue an ALTA extended coverage owner's policy of title insurance and such endorsements as Buyer/Donee shall deem necessary (collectively

"**Buyer/Donee's Endorsements**"), and (b) all such other and further items required by Title Insurer in order to issue such ALTA extended coverage policy of title insurance and such Buyer/Donee's Endorsements; ***provided, however***, that all such items shall be at Buyer/Donee's sole cost and expense and shall not delay the Closing; and ***provided, further***, that Buyer/Donee's inability to obtain such items shall not be a contingency to Closing.

3.3 **General Inspection.**

3.3.1 For a period expiring forty five (45) days following the Effective Date (the "**Inspection Contingency Period**"), Buyer/Donee and its agents shall have the right to make, at Buyer/Donee's sole cost and expense: (a) a physical inspection of the Property, including survey, soil tests, site analyses, examinations of any improvements on the Property and utility availability; (b) investigations regarding zoning and code requirements; (c) investigations regarding Buyer/Donee's ability to obtain or satisfy itself that it can obtain all necessary governmental approvals to allow Buyer/Donee to develop and use the Property for its intended use; and (d) an environmental investigation of the Property (subject to the terms and restrictions set forth in **Section 7** of this Agreement); ***provided, however***, that Buyer/Donee's activities hereunder shall not damage the Property or endanger, or otherwise constitute a nuisance to persons or property on, or in the vicinity of, the Property. The Earnest Money shall be refundable in accordance with **Section 3.3.3** below if this Agreement is terminated during the Inspection Contingency Period.

3.3.2 Seller/Donor hereby grants to Buyer/Donee a license to enter upon the Property during the Inspection Contingency Period solely for the foregoing purposes, at reasonable times acceptable to Seller/Donor, upon no less than twenty four (24) hours' prior verbal notice to Eric Holzer (208) 395-3617. Buyer/Donee's access to, and inspection of, the Property shall be at Buyer/Donee's sole risk and expense and Seller/Donor shall have no responsibility therefor. Buyer/Donee shall immediately repair any loss or damage to the Property caused by the acts or omissions of Buyer/Donee or Buyer/Donee's agents or contractors in connection with its inspection or testing of the Property hereunder. Buyer/Donee shall indemnify, defend and hold Seller/Donor (and any subsidiary or affiliate of Seller/Donor) harmless from and against any and all liability, loss, damage, cost or expense (including court costs and reasonable attorney's fees), of whatever nature and by whomever asserted, arising out of, resulting from or in any way connected with the acts or omissions of Buyer/Donee, its employees, agents, consultants or contractors in connection with Buyer/Donee's access to, and inspection of the Property hereunder and shall immediately cause the removal of any mechanics' liens resulting from such acts or omissions.

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3.3.3 If Buyer/Donee determines that the Property is not satisfactory for the uses contemplated by Buyer/Donee, then Buyer/Donee shall give written notice to Seller/Donor on or before the last day of the Inspection Contingency Period, which notice shall state the reasons why the Property is not satisfactory for Buyer/Donee's use. If Buyer/Donee gives such notice to Seller/Donor on or before expiration of the Inspection Contingency Period, the Earnest Money shall be returned to Buyer/Donee, less the amount of all title and escrow cancellation fees, if any, payable by Buyer/Donee pursuant to **Section 6.8**, and the Parties shall have no further rights, obligations or liability hereunder, except as may be otherwise expressly provided herein. If Buyer/Donee fails to deliver such termination notice on or before expiration of the Inspection Contingency Period, Buyer/Donee shall be conclusively deemed to have waived this condition and its right to terminate this Agreement pursuant to this **Section 3.3**.

3.4 **Approvals**. On or before Closing, Buyer/Donee must receive the approval of its Board of Directors for the purchase of the Property under the terms and conditions of this Agreement.

3.5 **Failure of a Condition**. Seller/Donor does not guaranty, warrant or represent that any of the conditions set forth in this **Section 3** shall be or can be satisfied, except to the extent that Seller/Donor is obligated under **Section 6.3.2** below to provide the Title Policy [as there defined]. Furthermore, Seller/Donor shall incur no liability or expense in connection with Buyer/Donee's ability or inability to satisfy any of such conditions, nor shall Seller/Donor be obligated to take any action, including, but not limited to, the elimination of any defect of title or the remedying of any condition of the Property, other than as required by **Section 6.3.2** below. Buyer/Donee agrees that any expenditure, commitment or other action taken by it pursuant to this Agreement, or otherwise in contemplation of the Closing, is taken at its own risk, and that no such expenditure, commitment or action shall obligate Seller/Donor to incur any liability to Buyer/Donee or any third party, against which liability Buyer/Donee expressly indemnifies Seller/Donor.

4. **SELLER/DONOR'S CONDITIONS PRECEDENT**. Seller/Donor's obligation to sell the Property is conditioned upon the following:

4.1 **Buyer/Donee's Obligations**. Buyer/Donee shall have performed all of its obligations set forth in this Agreement, including, without limitation, payment of the Cash Payment. If the foregoing condition is not satisfied, as determined by Seller/Donor in its sole and absolute discretion, Seller/Donor shall have the right to terminate this Agreement and retain the Earnest Money.

4.2 **Approvals**. On or before Closing, the transaction contemplated under this Agreement must be approved by Seller/Donor's management to include the Investment Council of SUPERVALU INC., and if determined by

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Seller/Donor in its sole discretion, the approval of the Board of Directors of SUPERVALU INC.

4.3 **Charitable Donation.** Seller/Donor must be entitled to receive a federal charitable contribution tax deduction for the Charitable Donation (in form and amount acceptable to Seller/Donor in its sole discretion) and it must have received all necessary (in the reasonable judgment of Seller/Donor) documentation in support of such deduction.

4.4 **Board Approvals.** On or before Closing, the Idaho State Board of Education (the "**State Board**") must approve (i) the use and occupancy of the Property by Boise State University (the "**University**"), and (ii) the Buyer/Donee's acceptance of the Charitable Donation. Buyer/Donee agrees to use reasonable efforts to obtain said approvals from the State Board on or before the State Board's April 2008 meeting

4.5 **Deed to University.** On or before Closing, the State Board must have agreed in writing acceptable to Seller/Donor, that Buyer/Donee will deed the Property to the University no later than when the Buyer/Donee's acquisition loan for the Property is paid in full, not to exceed five (5) years after the Date of Closing. On or before Closing, the University must have agreed in writing acceptable to Seller/Donor, that the University will accept a deed of the Property from Buyer/Donee once the Buyer/Donee's acquisition loan for the Property is paid in full.

4.6 **Memorandum of Understanding.** On or before Closing, and prior to recording of the Deed described in **Section 5** below, the Parties shall have executed the Memorandum of Understanding in the form attached hereto as **Exhibit B** (the "**Memorandum**").

5. **TITLE.** At Closing, Seller/Donor shall convey fee simple title to the Land to Buyer/Donee, or Buyer/Donee's nominee, by Special Warranty Deed which shall be in the form attached hereto as **Exhibit C**, which is incorporated herein by said reference (the "**Deed**"), subject to the following matters (except to the extent such matters [excluding the Deed Restriction (defined later)] have been objected to by Buyer/Donee and Seller/Donor has caused such matters to be removed from the Title Commitment or caused the Title Insurer to commit to insure against loss or damage that may be occasioned by such matters pursuant to **Section 3.1.4**) such matters being collectively referred to hereinafter as the "**Permitted Exceptions**": (i) private, public and utility easements; (ii) roads and highways, if any; (iii) real estate taxes and special taxes or assessments not due and payable on or before Closing or any installments of any special taxes or assessments not due and payable on or before Closing; (iv) rights of way; (v) drainage ditches, feeders, laterals, drain tile, pipes or other conduit; (vi) zoning and building laws and ordinances; (vii) all acts or omissions of Buyer/Donee or its agents; (viii) all matters approved or waived by Buyer/Donee pursuant to **Section 3.1** of this Agreement; (ix) the customary printed exceptions contained in the Title Insurer's standard form of title policy; (x) all other matters of record; (xi) all matters which would

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be disclosed by a survey or physical inspection of the Property, and (xii) a deed restriction to be a burden on the Property for a period of sixty five (65) years from the Date of Closing (the "**Deed Restriction**") prohibiting the Property from being used or occupied: (a) as a supermarket (which shall be defined as any store or department containing at least 1,500 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), drug store or any combination thereof; (b) as a bakery or delicatessen; (c) for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; (d) for the sale of alcoholic beverages for off-premises consumption; (e) as a cigarette or smoke shop or any other store the primary business of which is to sell tobacco products and/or accessories; (f) as a convenience store (which shall be defined as any self-contained area or building primarily devoted to the sale of any or all of the following items: food, beverages, grocery items and/or tobacco products); (g) for the sale or offer for sale of any pharmaceutical products requiring dispensation through a pharmacy or the services of a registered or licensed pharmacist; (h) for the sale or offer for sale of petroleum; or (i) as a dollar store (which shall be defined as any store primarily devoted to the deep-discount retail sale of general merchandise and/or food for off-premises consumption including, without limitation, single price point retailers such as All-a-Dollar, 99 Cents Only, Family Dollar, Greenbacks, Dollar General and Big Lots). The Deed Restriction shall run with the Land and shall be for the benefit of Seller/Donor, its successors, assigns and affiliated entities.

6. CLOSING.

6.1 **Date of Closing.** The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place at the office of _____, Attn: _____ ("**Escrow Holder**") on the first business day in August, 2008. The date on which this transaction is scheduled to close pursuant to this **Section 6.1** is sometimes referred to in this Agreement as the "**Date of Closing.**" Seller/Donor may extend the Date of Closing until the first business day of September, 2008, if needed to vacate the Property as determined by Seller/Donor in its reasonable discretion, by giving written notice to the Buyer/Donee.

6.2 **Escrow Closing.** The Seller/Donor shall establish, within five (5) business days after receipt by Seller/Donor of a fully executed original of this Agreement, an escrow with Escrow Holder by depositing a draft of this Agreement with Escrow Holder, and Escrow Holder is hereby engaged to administer the escrow. By accepting this escrow, Escrow Holder agrees to the terms of this Agreement as they relate to the duties of Escrow Holder. This Agreement constitutes escrow instructions to the Escrow Holder and a copy shall be deposited with Escrow Holder for this purpose. If there are conflicts between the terms of this Agreement and the terms of either Party's escrow instructions, the terms of this Agreement shall control.

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6.3 **Seller/Donor's Obligations.** At Closing, Seller/Donor shall undertake the following:

6.3.1 **Deed.** Execute, acknowledge, and deliver to Escrow Holder the Deed contemplated by **Section 5** above, duly signed and acknowledged by Seller/Donor conveying fee simple title to the Property subject to the Permitted Exceptions and Deed Restriction.

6.3.2 **Title Insurance.** Cause Title Insurer to be unconditionally prepared to issue to Buyer/Donee a standard ALTA owner's policy of title insurance (the "**Title Policy**"), dated as of the Date of Closing, on the standard form in an insured amount equal to the Fair Market Value, insuring that title to the Property is vested in Buyer/Donee subject to the Permitted Exceptions and Deed Restriction.

6.3.3 **Memorandum.** Execute, acknowledge and deliver to Escrow Holder the Memorandum.

6.3.4 **Possession.** Deliver possession of the Property subject to the Permitted Exceptions and Deed Restriction at the close of escrow.

6.3.4 **Non-Foreign Affidavit.** Execute and deliver to Escrow Holder a certificate of non-foreign status in accordance with Section 1445 of the U.S. Internal Revenue Code.

6.3.5 **Additional Documents.** Execute, acknowledge as appropriate, and deliver to Escrow Holder such other documents as may be necessary or appropriate to transfer and convey all of the Property to Buyer/Donee and to otherwise consummate this transaction in accordance with the terms of this Agreement.

6.4 **Buyer/Donee's Obligations.** At Closing, Buyer/Donee shall undertake the following:

6.4.1 **Payment of Cash Payment.** Pay to Escrow Holder, in cash or by wire transfer of ready funds, for disbursement pursuant to **Section 2.3** above, the balance of the Cash Payment.

6.4.2 **Memorandum.** Execute, acknowledge and deliver to Escrow Holder the Memorandum.

6.4.3 **Deed.** Execute, acknowledge, and deliver to Escrow Holder the Deed contemplated by **Section 5** above, duly signed and acknowledged by Buyer/Donee conveying fee simple title to the Property subject to the Permitted Exceptions and Deed Restriction.

6.4.4 **Additional Documents.** Execute, acknowledge as appropriate, and deliver to Escrow Holder such other documents as may

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be necessary or appropriate to consummate this transaction in accordance with the terms of this Agreement.

6.5 Prorations.

6.5.1 **Prorations.** General and special real estate and other ad valorem taxes and assessments ("**Taxes**"), and charges for utilities or other charges with respect to the Property, including, without limitation, charges under the Declaration of Covenants, Conditions and Restrictions dated January 31, 1978, if any, shall be prorated as of the Date of Closing based upon the most recently ascertainable amounts of each such item (except that Taxes shall be prorated based upon One Hundred Five percent (105%) of the most recently ascertainable amount thereof and such proration shall be final.) Buyer/Donee and Seller/Donor agree that the proration of utilities and other charges shall be adjusted as between Buyer/Donee and Seller/Donor within a reasonable time after the exact amount of utilities and such other charges for proration purposes is ascertained, and this obligation to adjust the proration of utilities and other charges shall survive the Closing.

6.5.2 **Basis of Prorations.** All prorations and/or adjustments called for in this Agreement will be made on the basis of a 365-day calendar year unless otherwise specifically agreed in writing by Seller/Donor and Buyer/Donee.

6.5.3 **Payments and Disbursements to Be Handled Through the Escrow.** The various charges, credits and prorations contemplated by this Agreement will be handled by Escrow Holder through the escrow by appropriate charges and credits to Buyer/Donee and Seller/Donor and will be reflected in the Seller/Donor Closing Settlement Statement [defined later] or the Buyer/Donee Closing Settlement Statement [defined later], as appropriate. All amounts payable pursuant to this Agreement will be paid to Escrow Holder for disposition through the escrow. Escrow Holder is authorized to make all disbursements to the Parties and to third parties contemplated by this Agreement from funds deposited for those purposes, as necessary or appropriate to close this transaction and as set forth in the Seller/Donor Closing Settlement Statement and the Buyer/Donee Closing Settlement Statement.

6.5.4 **Closing Statements.** Prior to Closing, Escrow Holder will prepare separate closing settlement statements for Seller/Donor and Buyer/Donee, reflecting the various charges, prorations and credits applicable to such Party, as provided in this Agreement, and provide Seller/Donor with a copy of Seller/Donor's closing settlement statement and Buyer/Donee with a copy of Buyer/Donee's closing settlement statement. Prior to Closing, Seller/Donor shall have the right to review and approve its closing settlement statement to insure that such

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settlement statement conforms to the terms of this Agreement, and the settlement statement for Seller/Donor, as approved by Seller/Donor, is referred to in this Agreement as the "**Seller/Donor Closing Settlement Statement.**" Prior to Closing, Buyer/Donee shall have the right to review and approve its closing settlement statement to insure that such settlement statement conforms to the terms of this Agreement, and the settlement statement for Buyer/Donee, as approved by Buyer/Donee, is referred to in this Agreement as the "**Buyer/Donee Closing Settlement Statement.**"

6.6 **Seller/Donor's Costs.** Seller/Donor shall pay:

6.6.1 The cost for the standard Title Policy premium (excluding the cost of any extended coverage elected by Buyer/Donee, Buyer/Donee's Endorsements or additional coverages elected by Buyer/Donee).

6.6.2 One-half (1/2) of the escrow fees.

6.6.3 One-half (1/2) of all transfer taxes or fees, sales taxes, stamp taxes, and excise taxes.

6.6.4 The fees and expenses of Seller/Donor's attorneys, accountants, engineers, consultants and designated representatives.

6.7 **Buyer/Donee's Costs.** Buyer/Donee shall pay:

6.7.1 All recording fees.

6.7.2 One-half (1/2) of the escrow fees.

6.7.3 The cost of all title insurance premiums for Buyer/Donee's Endorsements or additional coverages requested by Buyer/Donee, including the ALTA extended coverage portion of the Title Policy premium, if any.

6.7.4 One-half (1/2) of all transfer taxes or fees, sales taxes, stamp taxes, and excise taxes.

6.7.5 The fees and expenses of Buyer/Donee's attorneys, accountants, agents and designated representatives.

6.8 **Escrow Cancellation Charges.** Except as otherwise set forth in this Agreement, if the escrow fails to close because of Seller/Donor's default, Seller/Donor shall be liable for all customary escrow cancellation charges. If the escrow fails to close because of Buyer/Donee's default or Buyer/Donee's termination of this Agreement as permitted hereunder, Buyer/Donee shall be liable for all customary escrow cancellation charges. Notwithstanding the foregoing, if either Party terminates this Agreement pursuant to **Section 7.2**

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(dealing with environmental investigations) or **Section 9** (dealing with condemnation and casualty), Seller/Donor and Buyer/Donee shall each be liable for one-half (1/2) of all customary escrow cancellation charges. If the escrow fails to close for any other reason, Seller/Donor and Buyer/Donee shall each be liable for one-half (1/2) of all customary escrow cancellation charges.

6.9 **IRS Reporting at Closing.** Escrow Holder agrees to be the designated "reporting person" under § 6045(e) of the U.S. Internal Revenue Code with respect to the real estate transaction described in this Agreement and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection therewith, including Form 1099-B.

7. CONDITION OF PROPERTY.

7.1 **No Representations.** Buyer/Donee hereby affirms that Seller/Donor, its agents, employees and/or attorneys have not made, nor has Buyer/Donee relied upon, any representation, warranty, or promise with respect to the Property or any other subject matter of this Agreement except as expressly set forth in this Agreement, including, without limitation, any warranties or representations, expressed or implied, as to (a) the general plan designation, zoning, value, use, tax status or physical condition of the Property, or any part thereof, including but not limited to the flood elevations, drainage patterns and soil and subsoils composition and compaction level, and other conditions at the Property; (b) the existence or non-existence of Hazardous Materials [defined later] on or under the Property; or (c) the accuracy of any survey, soils report or other plan or report with respect to Property. Without limiting the generality of the foregoing, Buyer/Donee is purchasing the Property from Seller/Donor in an "**AS IS**" "**WHERE IS**" CONDITION, SUBJECT TO "**ALL FAULTS**," INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. BUYER/DONEE HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Seller/Donor's Initials: _____ Buyer/Donee's Initials: _____

Buyer/Donee acknowledges that it will inspect the Property and otherwise undertake to perform investigations of the Property in accordance with this Agreement, and subject to the terms of this Agreement, Buyer/Donee shall purchase the Property without adjustment to or offset against the Cash Payment or Charitable Donation.

7.2 Environmental Due Diligence.

7.2.1 Buyer/Donee shall have the right, but not the obligation, to perform environmental due diligence with respect to the Property during

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the Inspection Contingency Period. If Buyer/Donee desires to perform environmental due diligence with respect to the Property which causes the surface of the ground to be penetrated in any manner for any purpose (such as soils tests, etc., or involves collecting samples of any material contained in the Building,) it shall first request Seller/Donor's written approval for such investigation and Seller/Donor's approval shall not be unreasonably withheld or delayed. Such environmental inspections shall be performed by a qualified individual or firm ("**Inspector**"). The results of Buyer/Donee's inspections, if any, relating to Hazardous Materials, shall be promptly provided to both Buyer/Donee and Seller/Donor. Either Party may terminate this Agreement as a result of the Inspector's report which confirms the actual or probable presence of Hazardous Materials on, under or in any area of the Property provided such termination is made prior to the end of the Inspection Contingency Period in which case the Earnest Money will be refunded to Buyer/Donee, less the amount of all title and escrow cancellation fees, if any, payable by Buyer/Donee pursuant to **Section 6.8**. Except as provided below in this **Section 7.2.1**, no information or contents of any environmental reports or analyses (oral or written), nor the results of any inspection of the Property for Hazardous Material (collectively, "**Information**") shall be disclosed by Buyer/Donee or its agents, contractors or employees to any third party without Seller/Donor's prior written approval, unless and until Buyer/Donee is legally compelled to make such disclosure under applicable law (in which event Buyer/Donee shall first provide Seller/Donor an opportunity to obtain a protective order), or until Buyer/Donee completes its purchase of the Property pursuant to this Agreement. Notwithstanding the foregoing prohibition on disclosure of the Information, Buyer/Donee may disclose the Information on a need to know basis to officers, directors, employees, partners, beneficiaries, agents, and affiliates of Buyer/Donee, and Buyer/Donee's lender, for the purpose of evaluating the transaction described in this Agreement, provided that (a) Buyer/Donee shall inform such lender, officers, directors, employees, partners, beneficiaries, agents, and affiliates of the confidential nature of the Information, and (b) Buyer/Donee shall cause such lender, officers, directors, employees, partners, beneficiaries, agents, and affiliates to be bound by the terms and conditions of this **Section 7.2**. If this Agreement is terminated for any reason, Buyer/Donee shall immediately deliver to Seller/Donor any and all documents, plans and other items furnished to Buyer/Donee or any reports or analyses created or obtained by Buyer/Donee or the Inspector pursuant to this **Section 7.2**, without retaining copies thereof. All studies, data, reports, analyses, writings and communications, including any environmental studies or reports, shall be generated by the Inspector for the use of Buyer/Donee's and Seller/Donor's attorneys and, to the fullest extent permitted by law, shall be the work product of both Buyer/Donee's and Seller/Donor's respective attorneys and shall constitute confidential,

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attorney-client communications and each Party shall use its best efforts to ensure that such confidence and privilege is maintained.

7.2.2 For purposes of this Agreement, "**Hazardous Materials**" means any substance or material which is defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous wastes", "restricted hazardous waste", "toxic substances", or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof), PCBs, ureaformaldehyde, lead-based paint, asbestos containing materials or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health or safety, the environment or natural resources.

7.3 Environmental Indemnity and Release. Buyer/Donee expressly assumes the risk that any Hazardous Material is or hereafter may be located on the Property. BUYER/DONEE AGREES FROM AND AFTER THE CLOSING, TO INDEMNIFY, DEFEND AND HOLD HARMLESS, AND HEREBY FOREVER RELEASES AND DISCHARGES SELLER/DONOR AND ANY SUBSIDIARY OR AFFILIATE OF SELLER/DONOR, THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ANY AND ALL JUDGMENTS, CLAIMS, EXPENSES (INCLUDING ATTORNEYS' AND OTHER CONSULTANTS' REASONABLE FEES AND COSTS), CAUSES OF ACTION, DAMAGES, LIABILITIES, INCLUDING WITHOUT LIMITATION, (A) ALL FORESEEABLE AND ALL UNFORESEEABLE CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE, GENERATION, STORAGE, DISPOSAL, RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIALS ON THE PROPERTY AND (B) THE COST OF ANY REASONABLY NECESSARY INVESTIGATION, REPAIR, CLEANUP, REMEDIATION OR DETOXIFICATION OF THE PROPERTY AND OTHER AFFECTED PROPERTY AND THE PREPARATION OF ANY CORRECTIVE ACTION, CLOSURE OR OTHER REQUIRED PLANS OR REPORTS TO THE FULL EXTENT THAT SUCH ACTIONS ARE ALLEGED TO BE ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO THE PRESENCE OR USE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, OR DISPOSAL OF HAZARDOUS MATERIALS BY ANY PERSON INCLUDING SELLER/DONOR AND RELATE TO OR INVOLVE THE PROPERTY.

Seller/Donor's Initials: _____ Buyer/Donee's
Initials: _____

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8. **COMMISSIONS.** Except for J. Martin Igo of The Igo Company ("**Seller/Donor's Broker**"), Seller/Donor represents that it has not entered into any contracts with any brokers or finders nor has Seller/Donor obligated itself to pay any real estate commissions or finders' fees on account of the execution of this Agreement or the close of the transaction contemplated hereby. Except for Colliers Paragon LLC of Boise, Idaho ("**Buyer/Donee Broker**"), Buyer/Donee represents that it has not entered into any contracts with any brokers or finders nor has Buyer/Donee obligated itself to pay any real estate commissions or finders' fees on account of the execution of this Agreement or the close of the transaction contemplated hereby except Broker. Based on such representations, Buyer/Donee and Seller/Donor hereby agree to indemnify, defend and hold each other harmless from any claims, damages, expenses, liabilities, liens or judgments (including costs, expenses and attorneys' fees in defending the same) which arise on account of any claim made by any person or entity, other than those set forth above (if any), for commissions or finders' fees with respect to the transaction contemplated hereby due to the breach of any of the representations and warranties made by the indemnifying Party in this **Section 8**. This indemnification shall survive the Closing or the cancellation and termination of this Agreement. Seller/Donor agrees that at Closing it shall pay a commission according to a separate agreement dated July 19, 2007 with Seller/Donor's Broker, under which Seller/Donor's Broker and Buyer/Donee's Broker shall each receive one-half (1/2) of such commission payment.

9. **CONDEMNATION.** If during the term of this Agreement and prior to Closing, any entity having the power of condemnation initiates proceedings to acquire by condemnation any portion of or interest in the Property (a "**Taking**"), which Taking materially and adversely affects Buyer/Donee's intended use of the Property, then either Party shall have the right to terminate this Agreement by notice ("**Taking Notice**") to the other Party given prior to the earlier of (a) thirty (30) days following the date notice of such proceeding is given to Seller/Donor by the entity initiating such proceeding or (b) the Date of Closing; and Buyer/Donee shall be entitled to the return of the Earnest Money, less the amount of all title and escrow cancellation fees, if any, payable by Buyer/Donee pursuant to **Section 6.8**. If either (i) a Taking occurs and no Taking Notice is given prior to the applicable date, or (ii) the Taking is not of a nature as to create a right in either Party to terminate this Agreement, this Agreement shall not terminate nor shall the Cash Payment or Charitable Donation be reduced, but such proceeding and any condemnation relating thereto shall constitute a Permitted Exception and Seller/Donor shall assign to Buyer/Donee at Closing any and all rights Seller/Donor may have in such proceeding with respect to the Property and any condemnation award relating thereto.

10. **NOTICES.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (a) established express delivery service which maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or to such other or additional persons or at such other address as the Parties may designate by written notice in the above manner:

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To Seller/Donor: New Albertson's, Inc.
c/o SUPERVALU INC.
P.O. Box 20, Boise, Idaho 83726 (*mailing address*)
250 Parkcenter Blvd., Boise, Idaho 83726 (*street address*)
Attn: Brad Beckstrom (ABS #70008)
Fax No.: (208) 395-6575

To Buyer/Donee: Boise State University Foundation, Inc.

Attn: _____
Fax No.: (____) ____-____

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of the recipient's failure to provide a reasonable means for accomplishing delivery.

11. DEFAULT.

11.1 **Seller/Donor's Default.** If Seller/Donor defaults in the performance of its obligations under this Agreement, then Buyer/Donee shall be entitled to either: (i) terminate this Agreement and obtain a refund of the Earnest Money; or (ii) sue for specific performance.

11.2 **Buyer/Donee's Default.** **THE PARTIES ACKNOWLEDGE AND AGREE THAT SELLER/DONOR WILL SUFFER SUBSTANTIAL DAMAGES IF BUYER/DONEE DEFAULTS IN ITS OBLIGATION TO TIMELY COMPLETE THE PURCHASE OF THE PROPERTY BY THE DATE OF CLOSING IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. GIVEN FLUCTUATIONS IN LAND VALUES, THE UNPREDICTABLE STATE OF THE ECONOMY AND OF GOVERNMENTAL LOANS AND OTHER FACTORS WHICH DIRECTLY AFFECT THE VALUE AND MARKETABILITY OF THE PROPERTY, THE PARTIES REALIZE THAT IT WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE ACTUAL AMOUNT OF SELLER/DONOR'S DAMAGES IN THE EVENT OF SUCH DEFAULT BY BUYER/DONEE. THEREFORE, THE PARTIES HEREBY AGREE THAT THE \$100,000 EARNEST MONEY DEPOSIT, PLUS INTEREST EARNED THEREON REPRESENTS A REASONABLE ESTIMATE OF SUCH DAMAGES, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF EXECUTION OF THIS AGREEMENT, AND THAT SELLER/DONOR SHALL HAVE THE RIGHT TO RETAIN THE FULL AMOUNT OF THE EARNEST MONEY PLUS INTEREST EARNED THEREON AS LIQUIDATED DAMAGES, AS SELLER/DONOR'S SOLE RIGHT TO DAMAGES AS A RESULT OF BUYER/DONEE'S DEFAULT. SELLER/DONOR WAIVES ALL RIGHTS**

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SELLER/DONOR OTHERWISE MAY HAVE BY LAW TO SPECIFICALLY ENFORCE THIS AGREEMENT. BY SIGNING ITS INITIALS BELOW, EACH PARTY CONFIRMS ITS CONSENT TO AND AGREEMENT WITH THE PROVISIONS OF THIS PARAGRAPH.

Seller/Donor's Initials:_____ Buyer/Donee's Initials:_____

11.3 **Notice.** Neither Party shall be deemed to be in default under this Agreement except upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations (or breached any of its representations or warranties) under this Agreement unless such Party, prior to expiration of said thirty (30) days period (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default.

12. **ATTORNEYS' FEES.** If a Party commences any proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party to be fixed by the arbitration panel.

13. **MEDIATION/ARBITRATION**

13.1 **Dispute.** Any controversy, claim or dispute of whatever nature arising between the Parties, including those arising out of or relating to any agreement between the parties or the breach, termination, enforceability, scope or validity thereof, whether such claim existed prior to or arises on or after the date of this Agreement (a "**Dispute**"), shall be resolved by mediation or, failing mediation, by binding arbitration.

13.2 **Mediation.** Neither party shall commence an arbitration proceeding pursuant to the provisions set forth below unless such party shall first give a written notice (a "**Dispute Notice**") to the other party setting forth the nature of the Dispute. The parties shall attempt in good faith to resolve the Dispute by mediation under the CPR Institute for Dispute Resolution ("**CPR**") Model Mediation Procedure for Business Disputes in effect at the time of this Agreement. If the parties cannot agree on the selection of a mediator within 20 days after receipt of the Dispute Notice, the mediator will be selected in accordance with the CPR Procedure.

13.3 **Arbitration.** If the Dispute has not been resolved by mediation as provided above within 60 days after receipt of the Dispute Notice, or if a party fails to participate in mediation, then the Dispute shall be determined by binding arbitration in Boise, Idaho. The arbitration shall be conducted in accordance with such rules as may be agreed upon by the parties, or failing agreement within 30 days after arbitration is demanded, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") in effect on the

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Execution Date, subject to any modifications contained in this Agreement. The Dispute shall be determined by one arbitrator, except that if the Dispute involves an amount in excess of \$1,000,000.00 (exclusive of interest and costs), three arbitrators shall be appointed.

Persons eligible to serve as arbitrators shall be members of the AAA large, Complex Case Panel or a CPR Panel of Distinguished Neutrals, or who have professional credentials similar to those persons listed on such AAA or CPR panels. The arbitrator(s) shall base the award on the applicable law and judicial precedent which would apply if the Dispute were decided by a United States District Judge and the arbitrator shall have no authority to render an award which is inconsistent therewith. The award shall be in writing and include the findings of fact and conclusions of law upon which it is based.

Unless the parties agree otherwise, discovery will be limited to an exchange of directly relevant documents and a maximum of three (3) depositions. The arbitrator(s) shall resolve any discovery disputes. The arbitrator(s) and counsel of record will have the power of subpoena process as provided by law. The parties knowingly and voluntarily waive their rights to have any Dispute tried and adjudicated by a judge or a jury.

The arbitration shall be governed by the substantive laws of the State of Idaho, without regard to conflicts-of-law rules, and by the arbitration law of the Federal Arbitration Act (Title 9, U.S. Code). Judgment upon the award rendered may be entered in any court having jurisdiction. Notwithstanding the foregoing, upon the application by either party to a court for an order confirming, modifying or vacating the award, the court shall have the power to review whether, as a matter of law based on the findings of fact determined by the arbitrator(s), the award should be confirmed, modified or vacated in order to correct any errors of law made by the arbitrator(s). In order to effectuate such judicial review limited to issues of law, the parties agree (and shall stipulate to the court) that the findings of fact made by the arbitrator(s) shall be final and binding on the parties and shall serve as the facts to be submitted to and relied upon by the court in determining the extent to which the award should be confirmed, modified or vacated.

Except as otherwise required by law, the parties and the arbitrator(s) agree to keep confidential and not disclose to third parties any information or documents obtained in connection with the arbitration process, including the resolution of the Dispute. If either party fails to proceed with arbitration as provided in this Agreement, or unsuccessfully seeks to stay the arbitration, or fails to comply with the arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other Party shall be entitled to be awarded costs, including reasonable attorney's fees, paid or incurred in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

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13.4 Remedies. Each party hereby waives any and all rights it may have to receive exemplary or punitive damages with respect to any claim it may have against the other party, it being agreed that no party shall be entitled to receive money damages in excess of its actual compensatory damages, notwithstanding any contrary provision contained in this Agreement or otherwise. Notwithstanding any contrary provisions in this Section, the parties recognize that certain business relationships could give rise to the need for one or more of the parties to seek emergency, provisional or summary relief to repossess and sell or otherwise dispose of goods, equipment and/or fixtures, to prevent the sale or transfer of goods, equipment and/or fixtures, to protect real or personal property from injury, or to obtain possession of real estate and terminate leasehold interests, and for temporary injunctive relief. Immediately following the issuance of any such relief, the parties agree to the stay of any judicial proceedings pending mediation or arbitration of all underlying claims between the Parties.

14. **SURVIVAL.** The indemnity agreements contained in **Sections 3, 7, 8, and 15** of this Agreement shall survive any expiration or termination of this Agreement and shall not merge into any deed delivered and accepted upon the Closing of the transaction herein contemplated.

15. **LIKE-KIND EXCHANGE.** The Property may be a part of a like-kind exchange under Section 1031 of the Internal Revenue Code to Seller/Donor. If the Property is to be a part of a like-kind exchange to Seller/Donor, the Seller-Donor shall notify the Buyer/Donee of such fact at least ten (10) days prior to Closing. If such exchange should fail to occur for whatever reason, the sale of the Property shall nonetheless be consummated. In connection therewith, the Buyer/Donee agrees to execute such documents which the Seller/Donor deems reasonably necessary or appropriate, and to otherwise cooperate with the Seller/Donor to effectuate such exchange; ***provided, however,*** (i) the transaction contemplated by this Agreement shall not be conditioned upon completion of such like-kind exchange; (ii) Buyer/Donee shall not be required to acquire any property in connection with the exchange nor be required to take title to real property in connection with the exchange; (iii) any inconsistency between the provisions of any documents executed in connection with any proposed exchange and the provisions of this Agreement shall be governed by this Agreement; (iv) Buyer/Donee shall not incur any liability or cost by reason of the exchange and Seller/Donor shall indemnify, defend and hold harmless the Buyer/Donee and its affiliates, directors, officers, partners, shareholders, agents, and employees and their respective successors from and against any and all obligations or liabilities or losses (including, without limitation, reasonable attorneys' fees and costs and the tax ramifications of such exchange) incurred by Buyer/Donee solely relating to the exchange; and (v) any and all representations, warranties, agreements and covenants made by or obligations of Seller/Donor pursuant to this Agreement shall continue to be the obligation of Seller/Donor regardless of the use of any intermediary in connection with the proposed tax-free exchange.

16. **CROSS ACCESS.** Upon Closing, the Parties agree that the direct parking

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lot and pedestrian access between the Property and the property owned by Seller/Donor immediately adjacent (to the east), shall be closed and the landscaping and planter located on each side of such access shall be extended as shown on **Exhibit D** attached hereto and incorporated herein. Seller/Donor shall complete the work described in preceding sentence and each Party shall pay one-half (½) of the expenses to complete such work. Buyer/Donor hereby grants a license to Seller/Donor and its agents, employees and contractors, to complete the work contemplated in this **Section 16**. This **Section 16** shall survive the Closing and delivery of the Deed.

17. **CONVEYANCE TO UNIVERSITY**. Buyer/Donor hereby agrees (subject to State Board approval) to deed the Property to the University no later than when the Buyer/Donor's acquisition loan for the Property is paid in full, not to exceed five (5) years after the Date of Closing. Buyer/Donor will convey the Property by deed reasonably acceptable to the University. The Buyer/Donor's obligations under this **Section 17** shall survive the Closing and the delivery of the Deed and such obligation may be specifically enforced by the Seller/Donor or the University. The Parties intend that this **Section 17** of the Agreement may be specifically enforced.

18. **MISCELLANEOUS**.

18.1 **Binding Terms**. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors, transferees and assigns of the Parties.

18.2 **No Assignment**. Neither Party to this Agreement may assign its rights under the agreement to any other party without the prior written consent of the other Party, provided that Buyer/Donor hereby agrees that Seller/Donor may assign its rights (but not its obligations) under this Agreement to a qualified intermediary selected by it to effect a like-kind exchange as described in **Section 15**.

18.3 **Entire Agreement**. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof, incorporates all prior agreements, and may only be modified by a subsequent writing duly executed by the Parties.

18.4 **Waivers**. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the Party making the waiver. Either Party may waive any provision of this Agreement intended for its benefit; ***provided, however***, such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement.

18.5 **Time of the Essence**. Time is expressly made of the essence of each and every provision of this Agreement.

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18.6 **Interpretation**. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party. The Section titles in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the neuter gender shall include the masculine and feminine genders, and the word "person" shall include corporations, partnerships, associations, all other legal entities, and individuals.

18.7 **Governing Law**. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Idaho.

18.8 **Captions**. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

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

18.10 **Authority**. The individuals executing this Agreement represent and warrant that they have the power and authority to do so, and to bind the entities for which they are executing this Agreement.

18.11 **Numbering of Days**. If the last day of any time period stated herein shall fall on a Saturday, Sunday or federal legal holiday, then such time period shall be extended to the next succeeding day which is not a Saturday, Sunday or a federal legal holiday.

18.12 **Allocation of Professional Fees**. Except as provided in **Section 12** of this Agreement, regardless of whether the transaction contemplated by this Agreement is consummated, each respective Party shall be responsible for its own legal, accounting, and other professional fees incurred in relation to this Agreement or the transaction contemplated by this Agreement.

18.13 **No Third Party Beneficiary Rights**. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

18.14 **Joint and Several Obligations**. If Buyer/Donee is composed of more than one (1) person, each such person shall be jointly and severally liable hereunder.

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18.15 **Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts which together shall constitute one agreement. For purposes of determining the enforceability of this Agreement, facsimile and e-mail signatures shall be deemed originals.

THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER TO SALE, AND THE EXECUTION OF THIS AGREEMENT BY BUYER/DONEE DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS AGREEMENT HAS BEEN APPROVED BY THE SELLER/DONOR'S MANAGEMENT AND EXECUTED BY AUTHORIZED OFFICERS OF SELLER/DONOR. THE PARTIES ACKNOWLEDGE AND AGREE THAT NO NEGOTIATIONS, DOCUMENT DRAFTS OR EXECUTION OF THIS AGREEMENT BY BUYER/DONEE SHALL GIVE RISE TO ANY RIGHTS IN BUYER/DONEE TO TAKE ANY ACTION IN RELIANCE UPON THIS AGREEMENT OR TO OTHERWISE ANTICIPATE OR EXPECT THAT SELLER/DONOR WILL SIGN THIS AGREEMENT UNTIL IT IS IN FACT SIGNED AND DELIVERED TO BOTH OR ALL PARTIES.

This Agreement has been executed as of the date first above written.

SELLER/DONOR:

NEW ALBERTSON'S, INC.,
a Delaware corporation

By: _____ Draft _____
Name: _____
Its: _____

BUYER/DONEE:

**BOISE STATE UNIVERSITY
FOUNDATION, INC.,**
an Idaho corporation

By: _____ Draft _____
Name: _____
Its: _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
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EXHIBIT A

Legal Description

Lots 5, 6 and 7, Block 1, ParkCenter Subdivision No. 1 of ParkCenter Development, a subdivision of a portion of Section 14, Township 3 North, Range 2 East, Boise-Meridian, Boise, Ada County, Idaho.

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EXHIBIT B

Memorandum of Understanding

To be attached

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EXHIBIT C

Recording Requested By and
When Recorded Return to:

New Albertson's, Inc.
Attn: Brad Beckstrom
250 Parkcenter Blvd.
Boise, Idaho 83706

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **NEW ALBERTSON'S, INC.**, a Delaware corporation ("Grantor"), does hereby GRANT, BARGAIN, SELL AND COVNEY to **BOISE STATE UNIVERISTY FOUNDATION, INC.**, an Idaho corporation ("Grantee"), that certain real property and improvements located in Ada County, State of Idaho, and more particularly described as follows:

Lots 5, 6 and 7, Block 1, ParkCenter Subdivision No. 1 of ParkCenter Development, a subdivision of a portion of Section 14, Township 3 North, Range 2 East, Boise-Meridian, Boise, Ada County, Idaho.

Subject to the restriction that no part of the above-described property shall be used : (a) as a supermarket (which shall be defined as any store or department containing at least 1,500 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), drug store or any combination thereof; (b) as a bakery or delicatessen; (c) for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; (d) for the sale of alcoholic beverages for off-premises consumption; (e) as a cigarette or smoke shop or any other store the primary business of which is to sell tobacco products and/or accessories; (f) as a convenience store (which shall be defined as any self-contained area or building primarily devoted to the sale of any or all of the following items: food, beverages, grocery items and/or tobacco products); (g) for the sale or offer for sale of any pharmaceutical products requiring dispensation through a pharmacy or the services of a registered or licensed pharmacist; (h) for the sale or offer for sale of petroleum; or (i) as a dollar store (which shall be defined as any store primarily devoted to the deep-discount retail sale of general merchandise and/or food for off-premises consumption including, without limitation, single price point retailers such as All-a-Dollar, 99 Cents Only, Family Dollar, Greenbacks, Dollar General and Big Lots). This restriction shall be a burden upon the property, shall run with the land, and shall be for the benefit of Grantor, and Grantor's successors, assigns and affiliates, and for the benefit of and appurtenant to each and every part of the properties within a five (5) mile radius of the above described property now owned or leased or hereinafter owned or leased by

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Grantor, its successors, assigns and affiliates. For purpose of the preceding sentence, "**affiliates**" shall mean a branch, division, parent or subsidiary of Grantor, its successor or assigns, or any company in which Grantor, its successors or assigns own (directly or indirectly) five percent (5%) or more of the voting stock or interest or which is a company that owns (directly or indirectly) five percent (5%) or more of the voting stock or interest of Grantor, its successors and assigns. The term of this restriction shall be for a period of sixty five (65) years from the date hereof. If in any judicial proceeding a court shall hold that the duration or scope of this restriction stated in this paragraph is unreasonable under circumstances then existing, the parties, and their respective successors, assigns and affiliates, agree that the maximum allowable duration or scope reasonable under the circumstances shall be substituted for the duration of scope stated in the restriction.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; all buildings, structures and improvements located thereon; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

Grantee is purchasing the above-described premises "AS IS" "WHERE IS" subject to all defects, latent or patent.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, **subject to** any and all easements, restrictions, agreements, taxes not yet due, matters of record and any and all matters which would be disclosed by a survey or physical inspection of the property and improvements thereon, as of the date of this instrument.

Grantee, by execution of this Special Warranty Deed, acknowledges its acceptance of the conveyance herein in accordance with the terms hereof and agrees to be bound by the restrictions set out herein.

(Signatures on the following pages)

BUSINESS AFFAIRS AND HUMAN RESOURCES
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GRANTOR:

NEW ALBERTSON'S, INC., a Delaware
corporation

By: _____

Name: _____

Its: _____

STATE OF IDAHO)
 : ss.
County of Ada)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the Vice President of New Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My commission expires: _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
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GRANTEE:

BOISE STATE UNIVERSITY
FOUNDATION, INC.,
an Idaho corporation

By: _____
Name: _____
Its: _____

STATE OF IDAHO)
 : ss.
County of Ada)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the _____ of Boise State University Foundation, Inc., an Idaho corporation, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My commission expires: _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

EXHIBIT D

Cross Access Drawing

To be attached

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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

I. Real and Personal Property and Services

1. Authority

- a. The Board may acquire, hold, and dispose of real and personal property pursuant to Article IX, Section 2 and Article IX, Section 10, Idaho Constitution, pursuant to various sections of Idaho Code.
- b. Leases of office space or classroom space by any institution, school or agency except the University of Idaho are acquired by and through the Department of Administration pursuant to Section 67-5708, Idaho Code.
- c. All property that is not real property must be purchased consistent with Sections 67-5715 through 67-5737, Idaho Code, except that the University of Idaho may acquire such property directly and not through the Department of Administration. Each institution, school and agency must designate an officer with overall responsibility for all purchasing procedures.
- d. Sale, surplus disposal, trade-in, or exchange of property must be consistent with Section 67-5722, Idaho Code, except that the University of Idaho may dispose of such property directly and not through the Department of Administration.
- e. If the executive director finds or is informed that an emergency exists, he or she may consider and approve a purchase or disposal of equipment or services otherwise requiring prior Board approval. The institution, school or agency must report the transaction in the Business Affairs and Human Resources agenda at the next regular Board meeting together with a justification for the emergency action.

2. Acquisition of Real Property

- a. Any interest in real property acquired for the University of Idaho must be taken in the name of the Board of Regents of the University of Idaho.
- b. Any interest in real property acquired for any other institution, school or agency under the governance of the Board must be taken in the name of the state of Idaho by and through the State Board of Education.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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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.

V.E. Gifts and Institutional Foundations

1. Acceptance of Gifts

The Board may accept gifts, legacies, and devises (hereinafter "gifts") of real and personal property to the state of Idaho for the benefit of any institution, school or agency under its governance. Gifts worth more than \$10,000 must be accepted by the Board before the gift may be expended or otherwise used by the institution, school or agency. The chief executive officer of any institution, school or agency is authorized to receive, on behalf of the Board, gifts worth \$10,000 or less and of a routine nature. (Section 33-3714, Idaho Code.)

BUSINESS AFFAIRS AND HUMAN RESOURCES
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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

Idaho Statutes

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 57
DEPARTMENT OF ADMINISTRATION

67-5708. LEASING OF FACILITIES FOR STATE USE -- CONTROL OF PARKING. The department of administration shall negotiate for, approve, and make any and all lease or rental agreements for facilities to be used by the various state departments, agencies and institutions in the state of Idaho.

For purposes of this section and sections 67-5708A and 67-5709, Idaho Code, the term "facility or facilities" may be used interchangeably and shall mean real property and improvements, including buildings and structures of any kind, excluding water rights not appurtenant to other facilities, and state endowment lands.

The department of administration shall manage multi-agency facilities constructed, acquired or refurbished through the state building authority as established in chapter 64, title 67, Idaho Code, and shall sublease the facilities to various state departments, agencies, and institutions in the state of Idaho. The department of administration is directed to operate any facilities acquired for the state and to enter into rental contracts and lease agreements consistent with the use of the facilities for state purposes when so authorized.

The director may authorize and enter into leases of state capitol mall real estate and multi-agency facilities constructed through the state building authority, not needed for state purposes, to other governmental entities or to nonprofit organizations upon such terms as are just and equitable.

The administrator of the division of public works shall promulgate rules for the control of the parking of motor vehicles in the state capitol mall. Any person who shall violate any of the provisions of the rules shall be subject to a fine of not less than two dollars (\$2.00) nor more than twenty-five dollars (\$25.00); provided however, that any person who shall violate any of the provisions of the rules concerning the altering, counterfeiting or misuse of parking permits shall be subject to a fine of not more than fifty dollars (\$50.00).

Every magistrate and every court having jurisdiction of criminal offenses and the violation of public laws committed in the county of Ada shall have jurisdiction to hear and determine violations of the provisions of the rules and to fix, impose and enforce payment of fines therefore. Alleged violations of the parking rules are not subject to the provisions of chapter 52, title 67, Idaho Code. The department of administration may pay costs incurred in the operation and management of those properties from rents received therefrom. When a facility of the state of Idaho is authorized by concurrent resolution, and a maximum cost for the facility has been set by concurrent resolution, the administrator of the division of public works may enter into lease-purchase or other time-purchase agreements with the Idaho state building authority or other party for the facility.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY OF IDAHO

SUBJECT

Grant a temporary easement to permit the City of Moscow to construct and maintain a public bus shelter on property owned by the Regents.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Policies & Procedures, Section V.I.5.b.2.

BACKGROUND

The City of Moscow is seeking federal funding to construct public bus shelters at selected sites along existing public bus routes. One proposed site is partially located on Regents' property currently used as a lawn located between University of Idaho's Wallace Residence Complex and a publicly owned street and sidewalk right of way. The funding agency requires a commitment from the City of Moscow to maintain the shelter for twenty years and therefore the City must possess a substantial real estate interest in the property to secure the continued use as a public bus shelter.

DISCUSSION

Providing a convenient location for a bus shelter serving University students and staff will accommodate the regular use of public transportation to and from campus. The proposed easement defines the extent and limit of rights established and provides for early termination in the event the shelter is not constructed or no longer used as part of a public transportation network. This easement will occupy 148 sq ft and will terminate in twenty years.

IMPACT

The University will not pay any construction or maintenance costs associated with the proposed use. The University will not charge for the small, temporary easement; however students and staff will benefit from the facility.

ATTACHMENTS

Attachment 1 – Proposed Easement Agreement
Attachment 2 – Map

Page 3
Page 9

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOARD ACTION

A motion to approve the temporary, non-exclusive easement from the Regents to the City of Moscow and to authorize the University of Idaho's Vice President for Finance and Administration to execute the necessary documents in substantial conformance to the documents submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

NON-EXCLUSIVE EASEMENT AGREEMENT

This NON-EXCLUSIVE GRANT OF EASEMENT (this "Grant") is made this ____ day of _____, 2008, by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho ("GRANTOR"), whose business address is Vice President for Finance and Administration, University of Idaho, Moscow, Idaho, 83844-3168, and CITY OF MOSCOW, Idaho, a municipal corporation of the State of Idaho, whose business address is 206 East Third Street, Moscow, Idaho, 83843 ("GRANTEE").

RECITALS

GRANTOR has agreed to grant to GRANTEE a non-exclusive easement on a portion of GRANTOR's property, which property is legally described on Exhibit "A" and graphically depicted on Exhibit "B" attached hereto and incorporated herein by this reference;

"Easement Parcel" consists of real property to be utilized for the construction, operation, maintenance, repair, replacement, and/or removal of a public bus stop shelter.

NOW, THEREFORE, in consideration of the recitals above which are incorporated herein below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. GRANT: GRANTOR hereby grants and conveys to GRANTEE, its successors, agents, and assigns, subject to all the terms, conditions and warranties contained herein, a temporary, non-exclusive easement for the purpose of the construction, operation, maintenance, repair, replacement and/or removal of a public bus stop shelter ("Easement"). All construction, maintenance, operation, repair, replacement, and/or removal of the Easement shall be strictly limited to the Easement Parcel. GRANTOR also grants to GRANTEE a license for entry upon GRANTOR's property adjacent to the Easement Parcel for the purpose of accessing the Easement on the reasonably adjacent GRANTOR property.
2. NOTICE: Any notice under this Non-Exclusive Easement 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:

If to GRANTOR:

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Vice President for Finance and Administration
University of Idaho
Moscow, ID 83844-3145, and

If to GRANTEE:

City of Moscow
Attn: City Engineer
206 E Third St
Moscow, ID 83843

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

3. **BINDING EFFECT:** All provisions of this Grant, including the benefits and burdens, run with the land and are binding upon and inure to the benefit, obligation, and use of the successors, agents, and assigns of the parties hereto for the term of Easement.
4. **NON-EXCLUSIVE AND TEMPORARY RIGHT:** Anything in this instrument to the contrary notwithstanding, GRANTEE agrees to the following conditions:
 - a. The Easement herein granted is subject to all easements and encumbrances of record and is non-exclusive, provided that later-granted easements shall be subject to GRANTEE's rights and uses as permitted herein;
 - b. All structures, signs, fixtures or equipment placed within the Easement Parcel by GRANTEE, or GRANTEE's agents or contractors pursuant to this instrument ("GRANTEE's Property") shall remain the property of GRANTEE;
 - c. GRANTOR and its successors and assigns shall retain the right to use of the Easement Parcel for uses that do not conflict with the purposes of Easement provided, however, GRANTOR shall not erect any building or major structure within the Easement Parcel;
 - d. GRANTEE shall at all times maintain, repair and keep clean and free of graffiti, GRANTEE's Property within the Easement Parcel and shall promptly repair and restore existing improvements and land disturbed by the construction, maintenance, or removal of GRANTEE's Property by GRANTEE or GRANTEE's agents or contractors to its prior condition;
 - e. This Easement shall terminate on July 1, 2028. In the event Easement is not extended by subsequent agreement or other arrangements are not made to permit continued use of Easement Parcel as a bus shelter, GRANTEE shall

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- remove all structures and restore the property to a condition reasonably consistent with the GRANTOR's similarly situated adjoining property at the time of termination; and
- f. After recording this instrument, GRANTEE shall provide GRANTOR with a certified copy of the recorded instrument showing the date and instrument number of recording.
5. **INDEMNITY:** GRANTEE shall, to the extent permitted by law, indemnify, defend and save GRANTOR, its successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses which GRANTOR may incur as a result of any act or omission of the GRANTEE in its use of the Easement Parcel under this Grant or GRANTEE's use of its license to enter upon GRANTOR's property adjacent to the Easement Parcel. If any action, claim or demand is made against GRANTOR for any act or omission of the GRANTEE, GRANTEE agrees to assume the expense and shall pay all costs, charges, attorneys' fees, settlements, judgments or other expenses incurred by or obtained against GRANTOR, and also, including all attorneys' fees and costs associated with any appeal proceeding.
6. **REMEDIES:** In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Grant, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and costs, and also including reasonable attorney's fees and costs associated with any appeal proceedings.
7. **MODIFICATION:** This Grant shall not be modified unless expressly agreed to by both parties in writing.
8. **RELOCATION:** GRANTOR or its successor reserves the right to, and the GRANTEE agrees that, the Easement and Easement Parcel may be relocated at the GRANTOR's option and expense.
9. **EASEMENT IMPROVEMENTS:** GRANTOR and GRANTEE agree that GRANTEE shall, at its sole cost and expense, construct, operate, maintain, repair, replace, and/or remove the Easement, the fixtures and improvements therein as contemplated herein; provided however, prior to any such construction, maintenance, repairs, replacements or removals, GRANTEE will make reasonable attempts to notify and coordinate with GRANTOR the construction, maintenance, repairs, replacements, or removals to minimize disruption of GRANTOR's use and operation of adjoining GRANTOR's Property.
10. **RIGHT-OF-WAY CLEARING AND MAINTENANCE:** GRANTEE shall have the right to cut, trim, and remove any and all brush, branches, and trees located within the Easement Parcel. GRANTEE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment

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and growth of trees, brush, and other vegetation located within the Easement Parcel which could, in the opinion of the GRANTEE, interfere with the reliable operation of GRANTEE's fixtures and improvements or the exercise of GRANTEE's rights herein or create a hazard to GRANTEE's facilities.

11. **CONDITION OF PARCEL:** Following the construction, maintenance, repair, replacement, or removal of the Easement, GRANTEE shall repair and return the Easement Parcel, to the extent reasonably practical, to the same condition as the Easement Parcel was in prior to GRANTEE's construction, maintenance, repair, replacement, or removal activities. In the event that GRANTEE fails to repair and return the Easement Parcel to said same condition, then GRANTOR, at its sole discretion, may restore the Easement Parcel, or any portion thereof, and GRANTEE shall reimburse GRANTOR for all costs associated therewith within thirty (30) days from receipt of an invoice therefor.
12. **TITLE INSURANCE AND ESCROW:** Should GRANTEE so desire, at its sole expense, GRANTEE may apply forthwith for a title insurance policy insuring the easement hereby granted and GRANTOR will make available for inspection by the title company any evidence of title in its possession.
13. **REPRESENTATIONS AND WARRANTIES:** GRANTOR and GRANTEE represent and warrant as of the date herein that they and the person(s) executing on their behalf have the power and authority to execute this Grant and to perform GRANTOR's and GRANTEE's obligations herein and if GRANTOR or GRANTEE are a corporation, all necessary corporate action to authorize this transaction has been taken.
14. **COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS:** GRANTEE hereby agrees to comply in all respects with any and all, federal, state and local statutes, laws, ordinances, codes, regulations, and rules in connection with the use of the Easement and Easement Parcel. In addition, with respect to the construction, operation, maintenance, repair replacement, and removal of the Easement, GRANTEE agrees to comply with all applicable industry standards pertaining thereto.
15. **TERMINATION:** GRANTEE may terminate this Grant upon express written consent by GRANTOR and by recording a release with the Latah County Recorder's Office in recordable form with directions for delivery of the same to GRANTOR, whereupon all rights, duties, and liabilities hereby created shall terminate. In addition, in the event GRANTEE does not utilize the Easement for a continuous two (2) year period, all the rights granted to GRANTEE herein shall terminate. If the rights granted to GRANTEE herein are terminated, GRANTEE shall have no further obligation but to abandon all right, title, interest, and possession of the Easement and Easement Parcel and shall execute a release in recordable form. If there is a termination or abandonment, GRANTEE shall

remove its property and return the Easement Parcel as described in Section 4(e) of this Easement.

GRANTOR: The Board of Regents of the University of Idaho

STATE OF IDAHO)
) ss.
County of Latah

On this _____ day of _____, 2008 before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Lloyd E. Mues, known or identified to me to be the Vice President for Finance & Administration of the University of Idaho, the person that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of the Board of Regents of the University of Idaho.

NOTARY PUBLIC for Idaho
Residing at _____
My commission expires _____

GRANTEE: City of Moscow, Idaho

By: _____ Date: _____
Nancy Chaney, Mayor

Stephanie Kalasz, City Clerk

EXHIBIT A

"EASEMENT PARCEL"

An easement located in the southwest quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and contained within that parcel of land described in Deed No. 82686, records of said Latah County, and being more particularly described as follows:

Commencing at a point on the south right-of-way line of the former Northern Pacific Railway, said point lying 563.6 feet east of the west line of said Section 7 and being the northwest corner of a parcel of land described in that Warranty Deed recorded in Book 86 of Deeds, page 274, records of said Latah County; thence S00°16'W 787.6 feet along the west line of said parcel to the north right-of-way line of Sixth Street; thence S88°55'E 985.5 feet along said right-of-way line to the TRUE POINT OF BEGINNING; thence N00°49'12"E 7.00 feet, parallel with and 2 feet west of a proposed bus stop structure to be constructed within this easement; thence S89°10'48"E 20.00 feet, parallel with and 2 feet north of said structure; thence S00°49'12"W 7.09 feet, parallel with and 2 feet east of said structure, to a point on said north right-of-way line of Sixth Street; thence N88°55'00"W 20.00 feet along said right-of-way line to the TRUE POINT OF BEGINNING. Said easement contains 148 square feet, more or less.

Scale: 1"=10'

FORMER NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY

SECTION 12, RANGE 6 WEST

SECTION 7, RANGE 5 WEST

NW CORNER U OF I PARCEL
DEED BK. 86, P. 274

TRUE POINT OF BEGINNING

EASEMENT

S88°55'00"E
985.5'

S00°16'W
787.6'

563.3'

S00°49'12"E
7.00'

S89°10'48"E
20.00'

S88°55'00"E
20.00'

S00°49'12"W
7.09'

SIDWALK

SIXTH STREET

BUS STOP STRUCTURE
12' x 16'

MARCH 2008

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

I. Real and Personal Property and Services

5. Disposal of Real Property

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).

(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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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UNIVERSITY OF IDAHO

SUBJECT

Amendments to University of Idaho Faculty-Staff Handbook Section 5300 "Copyrights, Protectable Discoveries and Other Intellectual Property Rights," to reflect changes in technology transfer duties

REFERENCE

November 2006	Approval of amendments to University's policy on "Copyrights, Protectable Discoveries and Other Intellectual Property Rights."
June 2007	Approval of Restructure of relationship with Idaho Research Foundation and change in technology transfer duties.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.M.2.c.

BACKGROUND

Section 5300 of the University of Idaho Faculty Staff Handbook sets out UI policy concerning copyrights, maskworks, and patents as they arise from the work of university employees and students and from the use of university resources. The policy addresses the disclosure and development of such intellectual property.

This section was part of the 1979 Handbook but was revised in a significant way:

- 1) in July of 1992 to reflect changes in applicable federal law,
- 2) in January of 1995 to reflect the then change in the Regents' intellectual property and the then conflict of interest rule (IDAPA 08.01.09.03c); and
- 3) in 2007 to update terminology and add clarity to the rights and obligations of the University and of its employees and students in dealing with intellectual property.

In June 2007, the Board approved the restructuring of the intellectual property technology transfer mechanism at the University of Idaho. Under the restructure, the University is assuming the role of patenting and otherwise protecting its intellectual property as well as the marketing and licensing of the intellectual property, which duties previously were performed by the Idaho Research Foundation.

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DISCUSSION

In its June 2007 report on the technology transfer restructuring, the University stated that it “will need to amend its policies in Faculty Staff Handbook section 5300 with respect to intellectual property to reflect these [technology transfer restructure] changes, which policies will require Board approval, pursuant to Board Policy section V.M.2.c.”

The proposed amendments to Faculty-Staff Handbook sections 5300 solely change the responsibilities for technology transfer duties from the Idaho Research Foundation to the University and its Office of Technology Transfer. Under the University’s internal policy approval process, these changes are considered minor amendments and have been approved by the University’s Policy Coordinator. They are presented to the Board for approval pursuant to Board policy section V.M.2.c., which requires Board approval of institutional policies and amendments thereto that address intellectual property and the division and use of royalties from patents.

Faculty-Staff Handbook Section 5300 with tracked changes reflecting the proposed amendments is attached as Attachment 1.

IMPACT

With these amendments the University’s intellectual property policy will accurately reflect the technology transfer duties assumed by the University as a result of the restructure approved by the Board in June 2007.

ATTACHMENTS

Attachment – FSH, Section 5300, changes tracked

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to approve the amendments to University of Idaho Faculty-Staff Handbook Sections 5300 “Copyrights, Protectable Discoveries and Other Intellectual Property Rights,” in substantial conformance to the version submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UI FACULTY-STAFF HANDBOOK
CHAPTER FIVE:
RESEARCH POLICIES

February 2007

5300

COPYRIGHTS, PROTECTABLE DISCOVERIES AND OTHER INTELLECTUAL PROPERTY RIGHTS

PREAMBLE: This section outlines UI policy concerning copyrights, as they arise from university research. Particularly this section discusses the assignment of ownership to such copyrights. This section was part of the 1979 Handbook but was revised in a significant way 1) in July of 1992 to reflect changes in applicable federal law, 2) in January of 1995 by the addition of subsection C-5 to reflect the change in the Regents' intellectual property and conflict of interest rule (former IDAPA 08.01.09.101.03c), and 3) in 2007 to update terminology and add clarity to the rights and obligations of the University and of its employees and students in dealing with intellectual property. Unless otherwise noted, the text is as of July 1996. For more information, contact the Research Office (208-885-6651). [ed. 7-98, rev. 2-07]

CONTENTS:

- A. Introduction
- B. Copyrights
- C. Protectable Discoveries
- D. Dispute Resolution
- E. Special Arrangements for Federal, State, and Private Grants
- F. Record-Keeping

A. INTRODUCTION. The UI encourages the creation of scholarly works as an integral part of its mission. UI participation in the development, marketing, and dissemination of educational materials has as its aim the improvement of the quality, effectiveness, and efficiency of student learning and of faculty and staff development. The UI recognizes its obligation to transfer technology and useful discoveries to society. With respect to all types of intellectual property, the rights and obligations of UI, its employees and students and other third parties shall be governed by this policy. To the extent permitted by this policy, individuals may enter into contracts with UI to address intellectual property, in which case the contract terms shall control, provided that the contract was entered into in a manner consistent with this policy.

A-1. DEFINITIONS. For purposes of this Section 5300 and Section 5400, the following terms shall have the following meanings:

- a. "electronic" shall mean relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
- b. "written" or "in writing" shall include information created, generated, sent, communicated, received, or stored by electronic means, including without limitation email, telecopy, and facsimile transmissions.
- c. "natural person or persons" means natural person or persons involved in the creation or development of intellectual property.

B. COPYRIGHTS. UI participation in the development of copyrightable works raises questions concerning the ownership and use of materials in which UI has become an active and intentional partner through substantial investment of resources. This policy is established to clarify the rights of the natural person or persons and the UI regarding ownership and use of copyrightable materials in the absence of a valid written agreement between the natural person or persons and UI. The UI acknowledges the right of faculty and staff members and students to prepare and publish materials that are copyrightable in the name of the natural person or persons and that may generate royalty income for the natural person or persons. (In this policy, "the natural person or persons" is to be construed broadly as including producers of creative works in the arts and sciences and creators of literary or scholarly writing.)

B-1. Coverage. The types of materials to which this policy applies include:

- a. Study guides, tests, syllabi, bibliographies, texts, books, and articles.
- b. Films, filmstrips, photographs, slides, charts, transparencies, illustrations, and other visual aids.
- c. Programmed instructional materials.
- d. Audio and video recordings.
- e. Simultaneously recorded live audio and video broadcasts.
- f. Dramatic, choreographic, and musical compositions.
- g. Pictorial, graphic, and sculptural works.
- h. Computer software, including computer programs, procedural design documents, program documents, and databases as defined below: *[ed. 7-00]*
 - (1) “Computer program” means a set of instructions that direct a computer to perform a sequence of tasks.
 - (2) “Procedural design document” refers to material that describes the procedural steps involved in the creation of a computer program.
 - (3) “Program document” refers to material created for the purpose of aiding the use, maintenance, or other interaction with a computer program.
 - (4) “Data base” means a collection of data elements grouped together in an accessible format.
- i. Other copyrightable materials, including materials generated in the production of any of the above works.

B-2. Assignment of Ownership. Faculty, staff members, and students retain all rights in the copyrightable materials they create except in the cases of “UI-Sponsored Materials” as defined in Subsection B-2-b below, materials covered by a Grant or Contract as discussed in Subsection E below, and materials covered by a valid written agreement between the natural person or persons and the UI as discussed in Subsection B-5 below. Faculty members, staff members, and students shall co-operate with reasonable requests from UI for the creation of any documents and records needed to vest and memorialize UI’s rights, if any.

a. Retention of Rights. Except as otherwise provided in Subsection B-2-b, the natural person or persons retain the rights to: (1) copyrightable works produced while on sabbatical leave; (2) study guides and similar materials; and (3) works prepared as part of the general obligation to produce scholarly or other creative works of the natural person or persons, such as, but not limited to articles, books, musical compositions, and works of art.

b. UI-Sponsored Materials. Materials are “UI-Sponsored Materials” within the meaning of this policy if the natural person or persons: (1) was commissioned specifically in writing by UI or one of its distinct units to develop the material as part of his or her employment duties and the writing states that the resulting works would be considered “UI Sponsored”; (2) received extra pay from UI to prepare the specific materials pursuant to a valid written agreement providing that the extra pay is consideration for the preparation of the specific materials; (3) received release time from regular duties to produce the specific materials; or (4) made “substantial use” of UI resources in the creation or development of the specific materials, provided however that the use of UI resources regularly and customarily available to him/her as part of his/her regular employment or as part of his/her regular academic enterprise, shall not be considered “substantial use” of UI resources.

B-3. Registration of Copyrightable Materials. Absent a valid written agreement otherwise, UI Sponsored Materials are to be registered in the name of the Regents of the University of Idaho or its’ assignee. UI or its

designee has the right to file registrations of UI Sponsored copyrightable works.

B-4. Royalties and Income.

- a. Out of the gross receipts from royalties and other income from sale or rental of UI Sponsored Materials, the UI, college, department, other unit, or UI's designated agent may recover reasonable expenses that it incurred in the development, marketing, or dissemination of the materials.
- b. Absent a valid written agreement to the contrary, the net proceeds are distributed as follows: 40 percent to the natural person or persons, 40 percent to UI or its designated agent, and 20 percent to the 'college or service unit of the natural person or persons. At least half of the share allocated to the college or other unit is given to the department of the natural person or persons for use in furtherance of its goals.
- c. UI retains a right to royalty-free internal use of any materials designated UI Sponsored under this policy.

B-5. Written Agreements.

- a. The provost represents UI in negotiating agreements with the natural person or persons pursuant to this policy. The natural person or persons of copyrightable material may negotiate with the provost and arrive at a mutually agreeable contract. The provost consults with the dean or departmental administrator of the department of the natural person or persons in drafting these agreements. (For purposes of this policy, "dean" includes persons with equivalent administrative capacities.)
- b. Valid written agreements concerning copyright ownership, use of copyrighted materials, and distribution of royalties and income from copyrightable works which are entered into by one or more natural person or persons and the provost supersede the provisions of this Section 5300. ' To be valid, such agreements must (1) comply with the terms of any relevant Grants or Contracts as discussed in Subsection E below, (2) comply with the policies of the UI Board of Regents, ~~(3) comply with UI agreements with the Idaho Research Foundation (IRF), and~~ 43) comply with Idaho state and federal law.

B-6. Use of UI-Sponsored Materials. Use of UI Sponsored Materials under this policy is subject to the following conditions:

- a. **Internal Use.** Internal use is use by anyone employed by UI, or attending the UI as a student, while acting within the scope of his or her employ or academic enterprise, or any agent of UI acting within the scope of his or her agency, either directly or through a grant or contract, or by any UI unit. Internal use of UI Sponsored Materials for the same general purpose for which they were developed, and revision of such materials, do not require the prior approval or notification of any of the natural person or persons. However, for as long as any natural person or persons involved in the creation or development of UI Sponsored Materials remains a UI employee or student, such natural person or persons may, in a professionally appropriate manner, propose revisions of the material.
- b. **External Use.** External use is any use other than that defined in Subsection B-6-a, above. Licensing or sale of UI Sponsored Materials for external use must be preceded by a valid written agreement between the natural person or persons and UI or the UI's designated agent specifying the conditions of use, and including provisions concerning updating or revision of the materials.

B-7. Protection.

- a. Allegations of unauthorized use or copyright infringement of UI Sponsored Materials should be made to the Intellectual Property Committee for investigation. The committee will recommend appropriate action to the provost.
- b. If such action is initiated by UI alone or in concert with the natural person or persons, the costs are borne by UI or UI's agent. Proceeds from the action in excess of costs are shared as provided in Subsection B-4-b.
- c. If the natural person or persons involved in the creation or development of the allegedly infringed intellectual property desires to institute a suit and UI decides not to act, UI will co-operate either by

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assigning to the natural person or persons such rights as are necessary for the natural person or persons to pursue redress or by some other reasonable method acceptable to UI. The costs of the suit will be born by the natural person or persons desiring to sue, who will also obtain any monetary relief obtained from the alleged infringer due to the prosecution of the suit.

B-8. Liability. When either UI or the natural person or persons involved in the creation or development of materials copyrighted by UI or its assignee is alleged to have violated personal or property rights, UI or its designated agent assumes responsibility for the defense against such allegation and the satisfaction of any judgment rendered against UI or the natural person or persons except insofar as liability of governmental entities is limited by Idaho Code 6-903 as currently written or later amended.

B-9. Waiver. Any person involved in the development of copyrightable materials governed by Section 5300 B waives any claim that otherwise legal use of the material by UI, its agents, employees, or distinct units, ~~or IRF~~ creates legal liability by UI, its agents, employees, or distinct units; ~~or IRF~~ on any theory of indirect liability for allegedly infringing actions of third parties.

C. PROTECTABLE DISCOVERIES. "Protectable Discoveries," for purposes of this Section 5300 is defined to include anything which might be protected by utility patent, plant patent, design patent, plant variety protection certificate, maskwork, or trade secret. All Protectable Discoveries made by UI employees at any of its facilities in the course of programs carried on by UI or made by persons in the course of working on such programs or projects under contracts or agreements with UI belong to UI. The natural person or persons involved in the creation or development of such Protectable Discoveries shall assign to UI all such (1) Protectable Discoveries, (2) applications for legal protection of such Protectable Discoveries, and (3) utility patents, plant patents, design patents, and plant variety protection certificates resulting from such Protectable Discoveries. Absent a valid written agreement to the contrary, any Protectable Discoveries made by UI employees or such other natural person or persons identified above with the use of facilities (other than library resources, normal office use, incidental use of the UI internet network consistent with UI internet use policy, and other facilities for which the person has paid use fees) owned by UI or made available to it for project or research purposes are deemed to have been made in the course of working on a research program or project of UI.

C-1. Ownership by Other Than UI. A Protectable Discovery made by a natural person or persons wholly on his or her own time outside of his or her duties at UI and without the use of UI facilities (other than library resources, normal office use, incidental use of the UI internet network consistent with UI internet use policy, and other facilities for which the person has paid use fees) belongs to that natural person or persons, even though it falls within the field of competence relating to the person's UI position. This provision also allows any Protectable Discovery made by a natural person or persons in the course of private consulting services carried out by the person in conformance with the UI's policy on professional consulting and additional workload [see 3260] to be assigned to the consulting sponsor.

C-2. ~~IRF and UI Processes.~~ ~~UI and the Idaho Research Foundation (IRF) agree that a~~ All Protectable Discoveries made by a natural person or persons in the course of working on a UI research program or project must be submitted to ~~IRF for acceptance~~ the Office of Technology Transfer (OTT). If a Protectable Discovery is accepted by ~~IRF-OTT~~ OTT for development, management, marketing, licensing, or assignment in any manner for the purposes of this policy, OTT must ensure that such property ~~to be~~ is conveyed, assigned, or transferred to ~~IRFUI~~. ~~IRF has~~ OTT shall have full power to manage such rights and to enter into contracts and ~~licensing licenses~~ concerning such rights, including the right to join in agreements with other nonprofit intellectual property-management entities. [rev. 7-97, 7-06]

a. Upon submission of intellectual property to ~~IRFOTT~~, ~~IRF-OTT~~ OTT must make a formal written decision to pursue commercialization for that property within three months ~~or return the rights to UI~~. If ~~IRF-OTT~~ OTT does not file for protection of the intellectual property within eighteen months of the date the disclosure was submitted, the rights ~~are shall be evaluated for~~ returned to UI the inventors. If ~~IRF-OTT~~ OTT submits a provisional patent application for intellectual property protection, a "full" and non-provisional patent application must be submitted within nine months of the date of the submission of the provisional patent ~~or the rights to the property are returned to UI. The property may remain with IRF for a second eighteen month period if both UI and IRF agree.~~ [add. 7-97; ed. 7-98]

b. The ~~IRF-OTT~~ shall submit semi-annual reports, as long as ~~it-UI~~ owns the property, to both the inventor/natural person or persons of and ~~UI to the college or center where the inventor(s) are located.~~ The report will include on 1) the status of the application until such time that protection is granted, 2) the marketing activities for the property being serviced, and 3) an accounting for funds received from the property. In the event that ~~IRF-OTT~~ has been unsuccessful in transferring a property or filing a patent application within three years after its first acceptance, ~~IRF-OTT~~ must notify ~~UI the college or center and inventor(s)~~ in writing ~~and the property shall be transferred to UI.~~ [add. 7-97, rev. 7-06]

c. If ~~IRF the OTT~~ determines not to pursue commercialization of a Protectable Discovery, ~~that it has accepted it shall re-convey, assign, and transfer the Protectable Discovery back to the University. Ththee~~ University may elect ~~to pursue commercialization of the Protectable Discovery or,~~ subject to controlling federal law, including but not limited to 37 CFR 401 ("Bayh-Dole"), to reconvey, assign and transfer the Protectable Discovery to the natural person or persons (inventors) involved in the creation of the intellectual property.

C-3. Proceeds. ~~IRF-OTT~~ will make provision to share the net proceeds, management, and licensing of any Protectable Discovery ~~assigned to IRF~~ as follows:

a. Legal and development expenses incurred by ~~IRF-OTT~~ constitute a lien will be reimbursed first out of the ~~on the~~ net proceeds, prior to any distributions. ~~until paid.~~

b. Absent a valid written agreement to the contrary, the net proceeds in excess of ~~such legal and development~~ expenses shall be distributed as follows: 40 percent to the natural person or persons; 40 percent to ~~IRF for tax exempt purposes~~ OTT; and 20 percent to the college or service unit of the natural person or persons. At least half of the share allocated to the college or other unit is given to the department of the natural person or persons for use in furthering its goals.

C-4. Ownership Questions. Questions as to the ownership of a Protectable Discovery or division of proceeds between persons involved in development of such discoveries and departments are referred in the first instance to the Intellectual Property Committee. The disputes will be decided in accordance with Section 5300(D).

D. DISPUTE RESOLUTION. From time to time, disputes will inevitably occur concerning ownership of the intellectual property (copyrights and Protectable Discoveries) contemplated in this Section 5300. Resolution of such disputes shall be achieved by the following procedure:

D-1. Intellectual Property Dispute Committee. The Intellectual Property Dispute Committee (IPD Committee) shall be an Ad Hoc Committee formed when necessary by appointments made by the Provost, in consultation with the Chair of Faculty Council and the President of the Graduate and Professional Student Association (GPSA). Normally the IPD Committee shall be composed of five faculty members and two graduate students. The Provost shall appoint the chair from among the faculty members. In the event the GPSA shall fail to appoint one or more student members, the IPD Committee may nonetheless be formed by the Provost and conduct business without the GPSA student representatives.

D-2. Recommendation by the Intellectual Property Dispute Committee. The IPD Committee considers, investigates, and makes recommendations toward resolution of disputes concerning (1) ownership of copyrightable materials and Protectable Discoveries, and (2) allegations or unauthorized use or copyright infringement of UI Sponsored Materials. It reviews all relevant evidence submitted to it before making its recommendation to the provost. The IPD Committee's recommendation is to be made no later than 60 days after receiving the matter for consideration. The IPD Committee's recommendation is determined by a majority of all its members voting by secret ballot at a meeting at which over one-half its appointed members are present. No member may participate in any matter in which his or her ownership rights are being determined.

D-3. Decision by the Provost. After receiving the recommendation of the IPD Committee, the provost makes a decision concerning ownership or infringement. The provost's decision is made no later than 30 days after receiving the IPD Committee's recommendation. That decision is transmitted in writing to the natural person or persons and to his or her departmental administrator and dean.

D-4. Appeal of the Decision of the Provost. The decision of the Provost may be appealed to the President of the

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University. Further appeals shall be made as from any other decision of an administrative body under the laws of the State of Idaho in effect from time to time.

E. SPECIAL ARRANGEMENTS FOR FEDERAL, STATE, AND PRIVATE GRANTS. Nothing in this policy shall prevent UI from accepting research grants from, and conducting research for, agencies of the United States upon terms and conditions under applicable provisions of federal law or regulations that require a different disposition of rights in any form of intellectual property. Moreover, nothing herein shall prevent cooperative arrangements with other agencies of the state of Idaho for research. Where receipt of a grant in support of research from any nonprofit agency or group may be dependent upon acceptance of terms and conditions of the established intellectual property policy of the grantor that differ from those stated herein, UI may specifically authorize acceptance of such grant upon such terms and conditions. UI may also specifically authorize contractual arrangements with an industrial sponsor for different disposition of rights in any form of intellectual property resulting from its sponsored research.

F. RECORD-KEEPING. See Section 5500 for record-keeping procedures that are recommended in order to safeguard the property rights of UI or the faculty member in research and potentially patentable results.

[For form of employment agreement concerning patents, see 5400.]

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

2. Intellectual Property

c. Policy review - Agencies, institutions and the school under the governance of the State Board must secure to the state of Idaho their ownership interest in inventions and patentable discoveries. Agency, school and institutional policies setting out patent administration, including evaluating, financing, assignment, marketing, protection, and the division and use of royalties, as well as amendments thereto, must be submitted to the State Board for its review and approval.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

UNIVERSITY OF IDAHO

SUBJECT

A request to appoint a commercial banking entity as trustee for the University of Idaho Retiree Benefits Trust

REFERENCE

October 2007	Approval for University of Idaho to create the University of Idaho Retiree Benefits Trust
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APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.C.1.d.

BACKGROUND

In October 2007, the Board authorized the University to create the Retiree Health Benefits trust, which will serve as the vehicle to fund the obligation of post-employment (retiree) health benefits as required by the Government Accounting Standards (GASB) 45. The University is now requesting approval to appoint Wells Fargo as trustee for this trust.

DISCUSSION

The exclusive purpose of this trust will be to hold and invest assets to cover future liability for health and welfare benefits for retired employees of the University.

Initially, as reflected in the October 2007 agenda item, the University intended to have an employee serve as the sole trustee for this trust. After further consideration, the University has determined that a commercial bank is better suited to serve as the trustee. The trust document approved by the Board in October 2007 allows for a person, committee, or entity to be appointed as the trustee. Based on the existing banking services provided by Wells Fargo, the University has selected Wells Fargo to be trustee.

IMPACT

The decision to have a bank serve as trustee will eliminate any potential conflict issues that may arise by having an employee serve as trustee, and will ensure that the trust funds are held and managed consistent with the fiduciary services and practices in the commercial banking industry.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

BOARD ACTION

A motion to approve the University of Idaho's request to designate Well Fargo as trustee for the University of Idaho Retiree Benefits Trust.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: C. Spending Authority

April 2002

C. SPENDING AUTHORITY

1. Monies Subject to Appropriation

d. Board Authorization Always Required

Irrespective of any other spending authority, the institutions, school and agencies under the governance of the Board must not expend, encumber, or otherwise use monies under their direct control without the specific or general approval by the State Board of Education or the Board of Regents of the University of Idaho and only in such amounts and for such purposes as are so authorized.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

UNIVERSITY OF IDAHO

SUBJECT

Student Health Insurance Plan (SHIP), approval of rates and service provider contracts.

REFERENCE

June 2004	University of Idaho presented summary of elements of SHIP program and Regents approved program underwritten by Mega Life and Health Insurance Company.
June 2007	Informational Report to the Board on the Student Health Insurance Plan (SHIP) renewal for 2007-2008.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16 and Sections V.I.3.a and V.R.3.b.

BACKGROUND

In its 2007 informational report to the Board, the University identified the three service providers under the SHIP: the fully-insured insurance provider (Mega Life and Health Insurance Company), the claims administrator (AmeriBen/IEC Group) and the self-insured primary care provider (Moscow Family Medicine). As indicated in that report, the University has conducted a comprehensive request for proposals (RFP) for its fully insured portion of the SHIP. In addition, it has negotiated an extension of the current contract with Moscow Family Medicine, the primary care provider, and negotiated new rates with the claims administrator. The University is seeking approval of all new or extended service provider contracts within SHIP and the corresponding rate changes for academic year 2008-2009.

DISCUSSION

All degree-seeking undergraduate and graduate students enrolled for classes or completing other required degree work within the State of Idaho, and enrolled in eight (8) credit hours at the University of Idaho Centers, or four (4) credit hours at the Moscow campus are required to carry health insurance as a condition of enrollment. The health insurance enrollment requirement for international students applies regardless of degree-seeking status or credit hours. The University has been able to maintain a program that provides outstanding coverage that students can rely on for their sole source of health insurance protection. Our program also complies with national standards for student health insurance benefits endorsed by the American College Health Association: http://www.acha.org/info_resources/stu_health_ins.pdf.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

The key elements of SHIP that are provided by vendors are fully insured coverage, self insured primary care coverage, and claims administration. The vendors and associated contracts for each of these services are discussed in more detail below.

Fully Insured Coverage:

The 2007-2008 academic year was the fifth year of the University's contract with the Mega Life and Health Insurance Company. The University issued the above referenced RFP for this portion of the SHIP on February 19, 2008, with responses due on March 13, 2008. The University received one responsive proposal from United Health Care Student Resources, which formerly was Mega Life and Health Insurance Company. Because this is the same company with which the University has been working for the past five years, the parties expect to be able to maintain the key elements of the previous contract. In addition, based on the response to the RFP, the University anticipates adding pharmacy benefits. Due to the timing of the RFP, some elements of the contract remain under negotiation, therefore the University is requesting approval of this new agreement subject to review by the Board's Executive Director and legal counsel.

Self Insured Primary Care Coverage:

Delivery of primary care services was outsourced five years ago to Moscow Family Medicine, a local physicians group and continues to be very successful. As a critical element in our suite of SHIP vendors, Moscow Family Medicine provides on-site, primary care to the student population. The University currently is conducting a SHIP strategic review that will include review of capital and structural needs for the program. Because primary care services are provided on-site, the University has opted to extend the current contract with Moscow Family Medicine rather than issue an RFP for these services, pending completion of the strategic review. Accordingly, the University is seeking approval to extend the current contract for up to two one year terms through August, 2010.

Claims Administration:

The University is working with claims administrator, AmeriBen/IEC Group, of Portland, Oregon and Boise, Idaho. The University is in the third year of a five year contract with Ameriben/IEG Group. We have found that having our claims administrator in the same time zone better serves our students when they need to contact the administrator during business hours. There is no action associated with this contract this year.

IMPACT

As part of the new, extended and existing contracts described above, the University has negotiated new rates with each vendor for the 2008-2009 academic year. In accordance with the Board's policy requiring the Board to approve changes in insurance premiums no later than three (3) months prior to the semester the change is to become effective, the University is seeking

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

approval of the negotiated rates for 2008-2009 and the corresponding change in the insurance premium for students. The information set out below includes current rates on a per student per semester basis, proposed rate increases per vendor, and projected total rate increases, as well as total actual and projected payments to the above three vendors over a three year period. For more detailed information regarding current plan costs for students and families and how that breaks out across the vendors please see Attachment A.

Plan costs per student per semester for the current academic year 2007-2008:

SHIP Cost Components 2007-08	Fall or Spring Semester Student-Only
The Mega Life and Health Insurance Company	
Expected Claims (net of retro)	\$370.00
Retrospective Reserve (held by UI)	\$53.00
Retention	<u>\$106.00</u>
Total Possible Premium	\$529.00
Moscow Family Medicine	\$44.50
AmeriBen/IEC Group	\$14.50
UI Benefits and Plan Expenses	\$61.00
Total Cost of Coverage	\$649.00

Negotiated rate change for each vendor for academic year 2008-2009:

The United Health Care Student Resources: Increase of 7.0%

Moscow Family Medicine: Increase of 7.87%

AmeriBen/IEC Group: Increase of 5%

Projected plan costs per student per semester for the 2008-2009 academic year based on above negotiated rate changes:

SHIP Cost Components 2007-08	Fall or Spring Semester Student-Only
United Health Care Student Resources	
Expected Claims (net of retro)	\$401.00
Retrospective Reserve (held by UI)	\$53.00
Retention	<u>\$113.00</u>
Total Possible Premium	\$567.00

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

Moscow Family Medicine	\$48.00
AmeriBen/IEC Group	\$15.25
UI Benefits and Plan Expenses	\$64.00
Total Cost of Coverage	\$694.25

Total payments for academic year 2006-2007 to each vendor:

The Mega Life and Health Insurance Company:	\$2,670,170.59
Moscow Family Medicine:	\$ 229,143.65
AmeriBen/IEC Group:	<u>\$ 75,049.54</u>
Total:	\$2,974,363.78

Total *projected* payments for academic year 2007-2008 to each vendor:

Mega Life and Health Insurance Company:	\$2,715,432.80
Moscow Family Medicine:	\$ 223,206.16
AmeriBen/IEC Group:	<u>\$ 71,605.02</u>
Total:	\$3,010,243.98

Total *projected* payments for academic year 2008-2009 to each vendor
(dependent upon enrollment in the SHIP):

United Health Care Student Resources:	\$2,608,200.00
Moscow Family Medicine:	\$ 220,800.00
AmeriBen/IEC Group:	<u>\$ 70,150.00</u>
Total:	\$2,899,150.00

Note: The decrease in projected payments is due to a projected decrease in participation, due in part to changes in Idaho law allowing students to stay on their parents insurance for a longer period.

ATTACHMENTS

Attachment 1 –Detailed SHIP costs by vendor for current year	Page 6
Attachment 2 – Moscow Family Medicine Agreement with current Extension (addendum 6)	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Institutional representatives will be available to discuss proposed student health insurance rates.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

BOARD ACTION

A motion:

- 1) to approve the 2008-2009 Student Health Insurance Plan rates, and
- 2) to authorize the University to take such actions necessary to complete the contract between the University and United Health Care Student Resources, and to authorize the Executive Director of the State Board of Education to approve the final contract before execution by the University, subject to review by the Board's legal counsel, and
- 3) to approve the agreement between the University and Moscow Family Medicine in substantial conformance to the contract submitted to the Board in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

ATTACHMENT 1

Cost Distribution for Student Health Insurance Program for 2007-2008, per semester:

SHIP Cost Components	Student Only	Spouse	Per Child	Summer Student Only
The Mega Life and Health Insurance Company	\$370.00	\$937.00	\$553.00	\$261.00
Expected Claims (Net of Retro)	\$ 53.00	\$134.00	\$ 79.00	\$ 26.00
Retention	\$106.00	\$267.00	\$158.00	\$ 86.00
Total Possible Premium	\$529.00	\$1,338.00	\$790.00	\$373.00
Moscow Family Medicine	\$44.50	\$140.00	\$ 85.00	\$ 30.00
Ameriben/IEG Group	\$14.50	\$ 0.00	\$ 0.00	\$ 10.00
UI Benefits and Plan Expenses	\$61.00	\$ 64.00	\$ 60.00	\$ 50.00
Total Cost of Coverage	\$649.00	\$1,542.00	\$935.00	\$463.00

ADDENDUM NUMBER Six MASTER AGREEMENT

Overview

The University has requested an additional one-year renewal for the 2008-09 plan year beyond the original agreement presented under the request for proposal process that initiated the University's relationship with Moscow Family Medicine for the 2002-03 plan year. The recent review of Student Health Services operation has confirmed that MFM has provided outstanding service to the University of Idaho and its students. This conclusion is supported for assessments for quality of care, productivity and fiscal effectiveness, use of advanced electronic health records system technology, legal compliance and risk management, and staff dedication.

The University will begin the request for proposal process to consider its options to develop a long-term strategy for continuing the partial outsourcing arrangement for Student Health Services on a long-term basis. This will allow the University to continue moving forward with options for developing a new facility to house Student Health Services. Based on the performance provided over the past six years, Moscow Family Medicine is well positioned to continue its service relationship with the University of Idaho.

The capitation arrangement with MFM is an integral part of the highly successful student health insurance program provided by the University of Idaho. The cost of the SHIP remains a major concern for the University and its students. There are strong reasons why the University has a SHIP that is much lower in cost than comparable (ACHA compliant) programs at other universities (e.g., rural location, component self-funding arrangements, reduced retention charges by direct contracting for claims administration and consulting services, and the exceptional effectiveness of the direct provider contracting with local area physicians and hospitals).

Plan Year& Average Enrollment	2002-03 4,151	2003-04 3,995	2004-05 3,480	2005-06 2,970	2006-07 2,700	2007-08 2,300	2008-09 2300
Semester Ship Cost	\$322	\$399	\$455	\$518	\$596	\$649	\$694.25
% Increase from Previous Year	N/A	23.99%	14.0%	13.8%	15.1%	8.9%	7.0%

1. Moscow Family Medicine Capitation Fee Adjustment for 2008-09

MFM SHIP Capitation by Semester	2007-08	2008-09 Renewal
Semester		
Student	\$44.50	\$48.00
Spouse	\$140.00	\$151.00
Per Child	\$85.00	\$91.80
New Students—Summer*		
Student	\$30.00	\$32.40
Spouse	\$95.00	\$102.60
Per Child	\$57.00	\$61.50

2. Renewal Provisions for 2008-09

The following are specific provisions Addendum Number Six establishing the 2008-09 renewal for Moscow Family Medicine:

a. Enrollment System Change

The University is strengthening the requirement for health insurance for international students. Only international students who have coverage through an approved embassy-sponsored plan or other approved international insurer will be accepted for waiving SHIP.

b. Summer Coverage Under Capitation for 2008-09

The benefits for summer coverage are the same as provided under the fall and spring semesters for capitation.

c. Charges at QuickCARE

It was determined from legal counsel adding charges from QuickCARE to student accounts is not permissible.

d. Schedule for Fall Capitation Payment and Billing Format

We agreed to split the preliminary payment in two with two payments, the first payment due on August 1 and the second on September 15 (or the next following business days if these dates fall on a day when the University is closed). MFM will provide billing in the Excel™ file format required by the University. Billing will also be provided within 30 days of the date expenses are incurred by students.

e. Services for Psychiatrist and Campus Dietician

- f. MFM in cooperation with the University will continue to provide support for reception services for the University Psychiatrist and Campus Dietician. MFM will continue to provide access to the electronic health records system for the University Psychiatrist. Services Provided by MFM

The charge for a regular office visit will be \$15.00 per visit for 2008-09 plan year for SHIP covered persons.

MFM will provide colposcopy procedures, allergy testing, and hormone therapy at Student Health Services. The co-pay will be \$40.00 for each procedure for SHIP covered persons.

Services for cryotherapy will be performed at Student Health Services including the follow up six month exam.

All services provided at Student Health Services (e.g. removal of lesions) that are for care for injury or illness, or women's health exams will be covered by capitation. Any previous references to simple versus complex procedures are removed in determining when a service is covered by the capitation. Services related to employment physicals, obstetrical care, services that cannot be reasonably provided at Student Health Services will continue to be excluded.

Laboratory services performed at MFM's Main Street location will continue to be covered by the capitation when the specimen is taken at Student Health Services (this limitation does not apply if Student Health Services is closed during the summer). MFM will continue to use PRL for other reference lab and the University will continue to fund this liability for SHIP covered persons.

QuickCare Visits

Services at Quickcare are available for students and dependents when the Student Health Clinic is closed or with an authorized referral from a Student Health Clinic provider. Visits are subject to a \$20.00 co-payment per visit for services within the definition of Primary Care Services. (Refer to pg. 6 of the SHIP brochure for additional information)

g. Location of Services for summer 2008

MFM will keep the location of summer services at the on-campus location at Student Health Services. Regardless of the location of services, the University requires that days of operation and hours of service be consistent with the other Student Affairs Services. The hours of summer operation are:

8:30 am to 3:00 pm

The facility will close from 12:00 to 12:30 for lunch

h. Personnel

The University supports MFM's need to make personnel changes to best meet the needs of the University and the MFM organization.

i. Facility Cleaning

The University agreed to extend the current arrangement whereby the University shares in the cost of facility cleaning for the 2008-09 plan year. The ability to fund these services is contingent on an overall favorable outcome for 2008-09 for the Student Health Program budget.

j. No-Show Fee

The University reauthorized MFM to continue to charge a no-show fee for missed appointments for 2008-09.

Review of RFP Deliverables

The University agrees that MFM has fulfilled all of the deliverables (and subsequent modifications through final negotiations and subsequent annual renewal negotiations) specified in Section 3.9 of the Request for Proposals documents).

We discussed the long-term need for Student Health Services to obtain AAAHC accreditation. We agreed this objective is part of the consideration of long-term facility issues.

This Amendments (the "Amendment" is made and entered into, effective as of August 21, 2006 (the "Effective Date), by and between Moscow Family Medicine (hereinafter called "MFM"), and the University of Idaho (hereinafter called "the University"), concurrently with and as an Amendment to the Master Agreement (hereinafter called "the Agreement"). In the event of any conflict between the terms of this Amendment and the original Agreement to which it is amended, the terms of this Amendment will superseded he terms of the original Agreement and will be controlling. The term "Agreement" as used here, will collectively refer to the Master Agreement as modified by this superseding Amendment.

1.1 TERM OF AGREEMENT

The contract period will be from August 25, 2008 through August 23, 2009.

1.2 ENTIRE AGREEMENT

This Amendment along with the Master Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and MFM.

The effective date of this Amendment is August 25, 2008

UNIVERSITY OF IDAHO

MOSCOW FAMILY MEDICINE

Signature	Signature
Print Name	Print Name
Purchasing Manager	
Title	Title
Date	Date

ADDENDUM NUMBER FIVE MASTER AGREEMENT

Overview

The University has requested an additional one-year renewal for the 2007-08 plan year beyond the original agreement presented under the request for proposal process that initiated the University's relationship with Moscow Family Medicine for the 2002-03 plan year. The recent review of Student Health Services operation has confirmed that MFM has provided outstanding service to the University of Idaho and its students. This conclusion is supported for assessments for quality of care, productivity and fiscal effectiveness, use of advanced electronic health records system technology, legal compliance and risk management, and staff dedication.

The University will begin the request for proposal process to consider its options to develop a long-term strategy for continuing the partial outsourcing arrangement for Student Health Services on a long-term basis. This will allow the University to move forward with options for developing a new facility to house Student Health Services. Based on the performance provided over the past five years, Moscow Family Medicine is well positioned to continue its service relationship with the University of Idaho.

The capitation arrangement with MFM is an integral part of the highly successful student health insurance program provided by the University of Idaho. The cost of the SHIP remains a major concern for the University and its students. There are strong reasons why the University has a SHIP that is much lower in cost than comparable (ACHA compliant) programs at other universities (e.g., rural location, component self-funding arrangements, reduced retention charges by direct contracting for claims administration and consulting services, and the exceptional effectiveness of the direct provider contracting with local area physicians and hospitals).

Below is the proposed renewal for SHIP for the plan year 2007-08:

Plan Year & Average Annual Enrollment	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08
	4,151	3,995	3,480	2,970	2,700	TBD
Semester SHIP Cost	\$322	\$399	\$455	\$518	\$596	\$649
% Increase from Previous Year	N/A	23.9%	14.0%	13.8%	15.1%	8.9%

1. Moscow Family Medicine Capitation Fee Adjustment for 2007-08

MFM SHIP Capitation by Semester		2006-07	2007-08 Renewal
Semester			
	Student	\$40.50	\$44.50
	Spouse	\$127.00	\$140.00
	Per Child	\$77.00	\$85.00
New Students—Summer*			
	Student	\$27.00	\$30.00
	Spouse	\$86.00	\$95.00
	Per Child	\$52.00	\$57.00

2. Renewal Provisions for 2007-08

The following are specific provisions Addendum Number Four establishing the 2007-08 renewal for Moscow Family Medicine:

a. Enrollment System Change

The University is strengthening the requirement for health insurance for international students. Only international students who have coverage through an approved embassy-sponsored plan or other approved international insurer will be accepted for waiving SHIP. The University is proceeding with the same requirement for graduate students.

b. Summer Coverage Under Capitation for 2007-08

The benefits for summer coverage are the same as provided under the fall and spring semesters for capitation.

c. Charges at QuickCARE

It was determined from legal counsel adding charges from QuickCARE to student accounts is not permissible.

d. Schedule for Fall Capitation Payment and Billing Format

We agreed to split the preliminary payment in two with two payments, the first payment due on August 1 and the second on September 15 (or the next following business days if these dates fall on a day when the University is closed). MFM will provide billing in the Excel™ file format required by the University. Billing will also be provided within 30 days of the date expenses are incurred by students.

e. Services for Psychiatrist and Campus Dietician

Moscow Family Medicine in cooperation with the University will research options and develop a workable solution for providing scheduling services and reception for the University Psychiatrist and Campus Dietician. The University will provide the technical support to facilitate this service. MFM will continue to provide access to the electronic health records system for the University Psychiatrist.

f. Services Provided by MFM

- The charge for a regular office visit will increase from \$12.00 to \$15.00 per visit for 2007-08 plan year for SHIP covered persons.
- MFM is providing colposcopy procedures at Student Health Services. The co-pay for the procedure will remain at \$40.00 for SHIP covered persons.
- Services for cryotherapy will be performed at Student Health Services including the follow up six month exam.

All services provided at Student Health Services (e.g., removal of lesions) that are for care for injury, illness, or women's health exams will be covered by the capitation. Any previous references to simple versus complex procedures are removed in determining when a services covered by the capitation. Services related to employment physicals, obstetrical care, services that cannot be reasonably provided at Student Health Services will continue to be excluded.

- Laboratory services performed at MFM's Main Street location will continue to be covered by the capitation when the specimen is taken at Student Health Services (this limitation does not apply if Student Health Services is closed during the summer). MFM will continue to use PRL for other reference lab and the University will continue to fund this liability for SHIP covered persons.

g. Location of Services for summer 2007 and 2007-08

MFM will keep the location of summer services at the on-campus location at Student Health Services. Regardless of the location of services, the University requires that days of operation and hours of service be consistent with other student affair services. The hours of summer operation are:

8:30 am to 3:00 pm

**The facility will close from 12:00 to 12:30 for lunch.

h. Personnel

The University supports MFM's need to make personnel changes to best meet the needs of the University and the MFM organization.

i. Facility Cleaning

The University agreed to extend the current arrangement whereby the University shares in the cost of facility cleaning for the 2007-08 plan year. The ability to fund these services is contingent on an overall favorable outcome for 2007-08 for the Student Health Program budget.

j. No-Show Fee

The University reauthorized MFM to continue to charge a no-show fee for missed appointments for 2007-08.

3. Review of RFP Deliverables

The University agrees that MFM has fulfilled all of the deliverables (and subsequent modifications through final negotiations and subsequent annual renewal negotiations) specified in Section 3.9 of the Request for Proposals documents).

We discussed the long-term need for Student Health Services to obtain AAAHC accreditation. We agreed this objective is part of the consideration of long-term facility issues.

This Amendments (the "Amendment" is made and entered into, effective as of August 21, 2006 (the "Effective Date"), by and between Moscow Family Medicine (hereinafter called "MFM"), and the University of Idaho (hereinafter called "the University"), concurrently with and as an Amendment to the Master Agreement (hereinafter called "the Agreement"). In the event of any conflict between the terms of this Amendment and the original Agreement to which it is amended, the terms of this Amendment will superseded he terms of the original Agreement and will be controlling. The term "Agreement" as used here, will collectively refer to the Master Agreement as modified by this superseding Amendment.

1.1 TERM OF AGREEMENT

The contract period will be from August 20, 2007 through August 17, 2008.

1.2 ENTIRE AGREEMENT

This Amendment along with the Master Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and MFM.

The effective date of this Amendment is August 20, 2007

UNIVERSITY OF IDAHO

MOSCOW FAMILY MEDICINE

Signature

Signature

Christopher Johnson

Jeffrey E Geier

Print Name

Print Name

Director, Contracts and Purchasing Service

Administrator

Title

Title

Date

Date

8-20-07

9-11-07

ADDENDUM NUMBER FOUR MASTER AGREEMENT

Overview

The 2006-07 renewal is the last one-year extension that is permitted under the request for proposal process that initiated the University's relationship with Moscow Family Medicine for the 2002-03 plan year. The recent external review of Student Health Services confirmed that MFM has provided outstanding service to the University of Idaho and its students. This conclusion is supported for assessments for quality of care, productivity and fiscal effectiveness, use of advanced electronic health records system technology, legal compliance and risk management, and staff dedication. We are also encouraged by the emerging student survey results that show an extraordinary increase in user satisfaction for Student Health Services over the past five years.

The University will begin considering its options this fall to develop a long-term strategy for continuing the partial outsourcing arrangement for Student Health Services on a long-term basis. This will allow the University to move forward with options for developing a new facility to house Student Health Services.

The capitation arrangement with MFM is an integral part of the highly successful student health insurance program provided by the University of Idaho. The cost of the SHIP remains a major concern for the University and its students. There are strong reasons why the University has a SHIP that is much lower in cost than comparable (ACHA compliant) programs at other universities (e.g., rural location, component self-funding arrangements, reduced retention charges by direct contracting for claims administration and consulting services, and the exceptional effectiveness of the direct provider contracting with local area physicians and hospitals). Nonetheless, it is disconcerting to see that the University of Idaho may have the nation's second lowest health fee among land-grant institutions and our student health insurance program's annual cost is almost \$350 less than would be expected for public universities that comply with ACHA insurance standards. Undoubtedly, as a secondary concern relative to decline in spread of risk because of loss of enrollment, some component of the increases from 2002-03 (our first year of mandatory insurance) are making up for the program not having a sufficient funding level from the outset. In consideration of both loss of plan participation and a low funding level, it is probably remarkable that cost increases have not been greater.

Plan Year & Average Annual Enrollment	2002-03	2003-04	2004-05	2005-06	2006-07
	4,151	3,995	3,480	2,970	TBD
Semester SHIP Cost	\$322	\$399	\$455	\$518	\$596
% Increase from Previous Year	N/A	23.9%	14.0%	13.8%	15.1%

1. Moscow Family Medicine Capitation Fee Adjustment for 2006-07

MFM SHIP Capitation by Semester	2005-06	2006-07 Renewal
Semester		
Student	\$37.00	\$40.50
Spouse	\$106.00	\$127.00
Per Child	\$64.00	\$77.00
New Students—Summer*		
Student	\$0.00	\$27.00
Spouse	\$0.00	\$86.00
Per Child	\$0.00	\$52.00
* The new student summer only rate did not apply to 2005-06 because the renewal for 2005-06 continued the 2004-05 arrangement of having MFM bill charges on a fee-for-service basis at Student Health Services and QuickCARE.		

2. Renewal Provisions for 2006-07

The following are specific provisions Addendum Number Four establishing the 2006-07 renewal for Moscow Family Medicine:

a. Enrollment System Change

The University is strengthening the requirement for health insurance for international students. Only international students who have coverage through an approved embassy-sponsored plan or other approved international insurer will be accepted for waiving SHIP.

b. Retroactive Summer Coverage Under Capitation for 2005-06

The University and MFM agreed that the 2006-07 capitation rates will provide retroactive funding for capitation coverage of summer 2005-06 charges. The 2006-07 summer period will also be covered by capitation. The benefits are the same as provided under the fall and spring semesters for capitation.

c. Charges at QuickCARE

It was determined from legal counsel adding charges from QuickCARE to student accounts is not permissible.

d. Schedule for Fall Capitation Payment and Billing Format

We agreed to split the preliminary payment in two with two payments, the first on August 1 and the second on September 15 (or the next following business days if these dates fall on a day when the University is closed). MFM will provide billing in the Excel™ file format required by the University. Billing will also be provided within 30 days of the date expenses are incurred by students.

e. Appointment for Dr. Cone and EHR for Nutritionist

MFM will continue to provide appointment services for Dr. Cone and access to the electronic health records system. MFM will determine if it is possible to add the nutritionist to the system and also provide appointment scheduling.

f. Services Provided by MFM

- MFM will explore the possibility of providing colposcopy procedures at Student Health Services. The University agrees to purchase up to \$5,000 for the necessary equipment to provide this service. The University will also agree to allow MFM to charge a procedure copayment (**not to exceed \$40**) to SHIP covered persons.
- All services provided at Student Health Services (e.g., removal of lesions) that are for care for injury, illness, or women's health exams will be covered by the capitation. Any previous references to simple versus complex procedures are removed in determining when a services covered by the capitation. Services related to employment physicals, obstetrical care, services that cannot be reasonably provided at Student Health Services will continue to be excluded.
- Laboratory services performed at MFM's Main Street location will continue to be covered by the capitation when the specimen is taken at Student Health Services (this limitation does not apply if Student Health Services is closed during the summer). MFM will continue to use PRL for other reference lab and the University will continue to fund this liability for SHIP covered persons.

g. Location of Services for summer 2005-06 and 2006-07

MFM is considering whether to keep the location of summer services at the on-campus location at Student Health Services or to move to its Main Street location. The University's preference is to have the facility close this summer. Regardless of the location of services, the University requires that days of operation and hours of service be consistent with other student affair services.

h. Personnel

The University supports MFM's need to make personnel changes to best meet the needs of the University and the MFM organization.

i. Facility Cleaning

The University agreed to extend the current arrangement whereby the University shares in the cost of facility cleaning for the 2005-06 plan year. The ability to fund these services is contingent on an overall favorable outcome for 2005-06 for the Student Health Program budget.

j. No-Show Fee

The University reauthorized MFM to continue to charge a no-show fee for missed appointments for 2006-07.

3. **Review of RFP Deliverables**

The University agrees that MFM has fulfilled all of the deliverables (and subsequent modifications through final negotiations and subsequent annual renewal negotiations) specified in Section 3.9 of the Request for Proposals documents).

We discussed the long-term need for Student Health Services to obtain AAAHC accreditation. We agreed this objective is part of the consideration of long-term facility issues.

This Amendments (the "Amendment" is made and entered into, effective as of August 21, 2006 (the "Effective Date"), by and between Moscow Family Medicine (hereinafter called "MFM"), and the University of Idaho (hereinafter called "the University"), concurrently with and as an Amendment to the Master Agreement (hereinafter called "the Agreement"). In the event of any conflict between the terms of this Amendment and the original Agreement to which it is amended, the terms of this Amendment will superseded he terms of the original Agreement and will be controlling. The term "Agreement" as used here, will collectively refer to the Master Agreement as modified by this superseding Amendment.

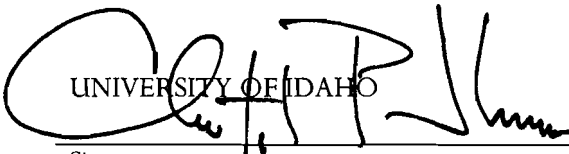
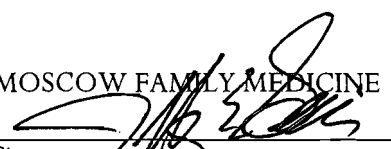
1.1 TERM OF AGREEMENT

The contract period will be from August 21, 2006 through August 19, 2007.

1.2 ENTIRE AGREEMENT

This Amendment along with the Master Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and MFM.

The effective date of this Amendment is August 21, 2006

 UNIVERSITY OF IDAHO	 MOSCOW FAMILY MEDICINE
Signature	Signature
CHRISTOPHER P. JOHNSON	JEFFREY E. GEIER
Print Name	Print Name
DIRECTOR, CONTRACTS & PURCHASING	Administrator
Title	Title
10-18-06	11-8-2006
Date	Date

AMENDMENT NUMBER THREE TO THE UNIVERSITY OF IDAHO MASTER AGREEMENT

This Amendment (the "Amendment") is made and entered into, effective as of July 1, 2005 (the "Effective Date"), by and between Moscow Family Medicine (hereinafter called "the Contractor"), and the University of Idaho (hereinafter called "the University"), concurrently with and as an Amendment to the Master Agreement (hereinafter called "the Agreement"). In the event of any conflict between the terms of this Amendment and the original Agreement to which it is amended, the terms of this Amendment will supersede the terms of the original Agreement and will be controlling. The term "Agreement," as used herein, will collectively refer to the Master Agreement as modified by this superseding Amendment.

1.1 TERM OF AGREEMENT

The contract period will be from July 1, 2005 through June 30, 2006.

1.2 ENTIRE AGREEMENT

This Amendment along with (a) the original Master Agreement; and (b) the attached Exhibit A; constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this Amendment is July 1, 2005.

UNIVERSITY OF IDAHO


Signature

Linda Hart
Print Name

Purchasing Manager
Title

5-7-05
Date

MOSCOW FAMILY MEDICINE


Signature

Wayne L. Ruby, MD
Print Name

President
Title

5-13-05
Date

**ADDENDUM NUMBER THREE
MASTER AGREEMENT
EXHIBIT A**

Overview

The University of Idaho appreciates the value and quality of service provided by Moscow Family Medicine. The selection of MFM to provide primary care services has improved both quality of care and cost effectiveness of an essential service for students. Most important, we want the renewal negotiation for 2005-06 to facilitate our continued success and MFM's continued interest in providing services for UI students.

Moscow Family Medicine (MFM) Capitation and Deliverables

Category of Coverage	2004-05	2005-06 Renewal
<u>Semester</u>		
Student	\$28.50	\$37.00
Spouse	\$89.00	\$106.00
Per Child	\$53.50	\$64.00
<u>New Students – Summer</u>		
Student	\$0.00	\$0.00
Spouse	\$0.00	\$0.00
Per Child	\$0.00	\$0.00
<u>Qualified Late Enrollees</u>		
Student	\$7.00	\$ 9.00
Spouse	\$22.50	\$27.00
Per Child	\$13.00	\$15.50

1. The University will make three payments to MFM for each coverage period as follows: (1) 50% of projected capitation on the first day of classes; (2) 40% of the projected capitation 10 days following the end of the waiver deadline; and (3) 10% of the final capitation within 30 days of the end of the coverage period.
2. Laboratory services completed at MFM's main laboratory for illness or injury care will be compensated under the capitation effective for 2005-06. This includes laboratory testing ordered by the University's Psychiatrist. Except for routine testing related to an annual women's health exam, this agreement does not apply to any laboratory services that are not related to illness or injury care such as employment physicals or laboratory testing for nutrition counseling when there is not diagnosis for an underlying illness. Routine testing is not covered under the capitation and charges should be transferred to the student's account.
3. The electronic health record (EHR) software licensing costs and other related charges for Dr. Cone's records on MFM's system may be billed to the University of Idaho for 2004-05.

4. For FY 05, the University will agree to consider making a retroactive contribution toward the cost of facility cleaning to the extent there are sufficient funds from the University's Student Health Programs. As of the date of this document, it is too soon to project whether any surplus will emerge. The additional distribution to MFM will occur on or about July 15, 2005, if a surplus occurs.

Facility cleaning charges incurred by MFM during 2005-06 may be presented to the University this fall for consideration of being included in the health fee funding increase that may be considered for 2006-07. Thus, the facility cleaning cost will be borne by all students who have paid the health fee rather than only those students who are covered by the SHIP. The University cannot guarantee that the 2005-06 facility cleaning cost will be funded by an increase to the health fee for 2006-07.

5. The University will support MFM's adjustments to the provider staffing level and/or productivity expectations to better assure the fiscal viability of providing primary care services to UI students and their dependents.
6. The University will pay for the cost of repairing the radiology equipment.
7. The University confirmed that it is permissible for MFM to charge a \$10.00 no show fee for missed appointments. If the patient calls anytime prior to the appointment and cancels or reschedules; the no show fee does not apply.
8. The University will receive revenue and expense reports for privately insured and SHIP covered populations from MFM on a quarterly basis. MFM will report privately insured and SHIP covered persons visit counts on a weekly basis.
9. The University and MFM agreed upon the following for the effective dates for Fall 2005:
 - SHIP covered persons who are required to be on campus early will be directed to the Student Benefits Office to have their effective date changed in the Banner System.
 - MFM will agree to use the Vandal Card as adequate evidence of eligibility for services during this early coverage period for the 2005-06 plan year.
 - For privately insured students who present at Student Health Services prior to the effective date for the fall semester (regardless of whether or not they are required to be on campus), MFM has the discretion of providing services at Student Health Services or referring student to QuickCARE, the main street clinic, or other community health care providers. Unless demand exceeds staff resources (e.g., when athletic physicals are being performed) the University would encourage MFM to see privately insured patients prior to the effective date, with first preference for access to privately insured students who are required to be on campus.

10. The University confirmed the capitation for the spring semester ends at the close of Student Health Services on June 3, 2005. MFM may bill fee-for-service charges to the claims administrator for any services provided by MFM to SHIP covered students, regardless of location, until the effective date for the fall semester (or early effective date as provided above). These fee-for-service charges will be subject to the eligible expense provisions of the SHIP and the SHIP's deductible and coinsurance provisions. The \$20 co payment feature at QuickCARE also ends at the close of business on June 3, 2005. MFM will return to Student Health Services on August 1, 2005 for the beginning of fall semester.

The University will send an email reminder to students about how charges at Student Health Services and QuickCARE will be covered by the SHIP during the summer. We will also remind Klais & Company of the change so that they will be ready to administer fee-for-service charges from any MFM location.

11. MFM will review the text in the 2004 -05 Student Health Program brochure on pages 16-17 describing the scope of care, hours of operation, eligibility, and other provisions, relating to the operation of Student Health Services. Any questions, concerns, or requested changes should be communicated to the Student Benefits Office. All of the benefits and eligibility provisions throughout the brochure for SHIP coverage relative to Student Health Services and QuickCARE should also be reviewed by MFM.
12. The University and MFM briefly reviewed the facility plans for the new building under consideration by Gritman Medical Center. We agreed the potential for a new facility creates exciting opportunities to improve program marketing, provider efficiency, staff comfort, and joint use of resources (e.g., radiology and laboratory equipment shared use between Student Health Services and QuickCARE). The following are summary notations regarding this opportunity:
- The space plan looks adequate for both Student Health Services and QuickCARE operations and future growth. More detailed review of the space plan is required relative to current and future operations to confirm this preliminary opinion. The space plan should, however, include an option for continuing to operate a UI Pharmacy. Because of the costs associated with transferring this service to a fully insured arrangement, it may be financially advantageous for the University to continue to operate a pharmacy for the foreseeable future. Of course, all other present UI functions and services must be provided for in the new facility.
 - The projected facility lease cost looks very favorable. We all agreed the initial cost expectation is probably unrealistically low. Even if the figure increases significantly, the cost associated with obtaining access to a new facility look very favorable compared to new building costs for the University.
 - Although it may be conceivable to move to the new facility for 2005-06, the University has no capability (to our knowledge) of being able to pay for rental expenses under 2005-06 budgets. The new facility cost, and other items that should be included in the health fee, need to be identified in the fall semester to be included in the budget process for 2006-07.
 - The University will inventory existing equipment and jointly assess with MFM the suitability for transfer of equipment to a new facility.

13. Except as otherwise discussed above, the following is a summary discussion of our review of the RFP deliverables and the 2004-05 renewal which resulted in Amendment Number Two to the Master Agreement (Exhibit A).

Outreach Program Activities

- The outreach program that was envisioned did not fully evolve. The flu and meningitis inoculation clinic was cancelled because of the national restrictions on the use of the flu vaccine.
- A MFM representative has created a PowerPoint outreach presentation designed for Greek houses and living groups to use in responding to health related speaking requests. We would like to average two presentations per month during the school year.
- Virginia Beck, UI Nutrition Counselor, has been accepted as a resource by our clinicians and is building a caseload. She regularly conducts nutrition related outreach for both the Student Health Center and the Recreation Center.

The parent newsletter (following the Cornell University model) was not developed. We would like to reconsider this newsletter for the fall semester. Other program marketing efforts envisioned for 2004-05 have not occurred (e.g., table tents at various UI locations, newspaper advertisements, radio station advertisements, etc.). Student Benefits Health & Wellness and MFM will work together to develop a comprehensive marketing approach.

Payments and Transfers

The financial aspects of the contractual agreement with Moscow Family Medicine were reviewed. The transfers for billing to student accounts will be billed weekly using a numbered invoicing system and payable on a net 30 day billing cycle. The University will be transferring the student account charges electronically and requests MFM to utilize a format compatible with the University system to expedite the processing.

SHIP Benefit Design Changes for 2004-05

SHIP benefit design changes for 2004-05 were reviewed and implemented successfully. MFM should review the note above pertaining to transition to fee-for-service charges from capitation for the summer coverage period.

3.9-A: Respond to the Unique Needs of the University of Idaho

The University finds that MFM has provided outstanding service. Continued periodic orientations between MFM and UI staff should continue to improve our "team" environment.

3.9-C: Location and Hours of Operation

Moscow Family Medicine has fulfilled all expectations under this deliverable.

3.9-D: Medical and Administrative Support Staffing

This deliverable was fully satisfied by MFM.

- Changes in professional staff for 2005-06 are discussed above.
- QuickCARE utilization by SHIP covered persons is appropriate.
- Per our note for 2004-05 renewal, MFM and on-call Physician and QuickCARE need to be better marketed to decrease emergency room utilization.

3.9-E: Services for Comprehensive SHIP

This deliverable was fully satisfied by MFM.

3.9-G: Emergency Situations

We agreed Moscow Family Medicine has fulfilled the expectations under this deliverable relative to assisting the University with emergency preparedness and being appropriately available for minor emergency care situations. During the 2004-05 academic year Beth Papineau has been appointed a member of the University Safety Committee representing Student Health.

3.9-I: Fulfill Use Obligations or Student Health Services Facility

Moscow Family Medicine has fulfilled this deliverable.

3.9-J: Referrals to Community Health Care Providers

We agreed that Moscow Family Medicine has fulfilled all deliverables community care referrals.

3.9-K: Quality Assurance Program, Evidence-Based Medicine, and Accreditation

Moscow Family Medicine has satisfied this deliverable. Accreditation remains a priority for the University of Idaho. The University will not actively pursue this objective until facility issues have been settled.

In regard to quality assurance, we noted the audit provisions in the RFP include a quality of care assessment. We agreed this audit provision also applies to MFM's ability to audit the University for enrollment and compensation under the SHIP capitation.

3.9-L: Capability to Bill Third Party Payers

We agree that Moscow Family Medicine has fulfilled all aspects of this deliverable, including providing care under Medicaid.

3.9-M: Facility and/or Equipment Renovations at Student Health Services

This deliverable was terminated at the end of the first contract year.

3.9-N: Utilization Data

Conversations during the 2005 renewal discussion resulted in an acceptable format for mutual tracking of utilization data. These data will continue to be regularly collected at the reception desk. (See #8 above)

3.9-O: General

From an overall perspective, the University is satisfied with the third year of operation of Student Health Services and we look forward to a long and mutually beneficial relationship in providing a student health program for the students of the University of Idaho.

AMENDMENT NUMBER TWO TO THE UNIVERSITY OF IDAHO MASTER AGREEMENT

This Amendment (the "Amendment") is made and entered into, effective as of July 1, 2004 (the "Effective Date"), by and between Moscow Family Medicine (hereinafter called "the Contractor"), and the University of Idaho (hereinafter called "the University"), concurrently with and as an Amendment to the Master Agreement (hereinafter called "the Agreement"). In the event of any conflict between the terms of this Amendment and the original Agreement to which it is amended, the terms of this Amendment will supersede the terms of the original Agreement and will be controlling. The term "Agreement," as used herein, will collectively refer to the Master Agreement as modified by this superseding Amendment.

1.1 TERM OF AGREEMENT

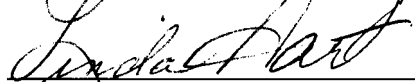
The contract period will be from July 1, 2004 through June 30, 2005.

1.2 ENTIRE AGREEMENT

This Amendment along with (a) the original Master Agreement; and (b) the attached Exhibit A; constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this Amendment is July 1, 2004.

UNIVERSITY OF IDAHO



Signature

Linda HART

Print Name

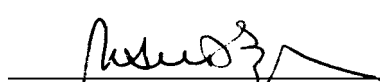
Purchasing Manager

Title

5-11-04

Date

MOSCOW FAMILY MEDICINE



Signature

PETER D BERGER

Print Name

ADMINISTRATOR

Title

6/29/04

Date

**ADDENDUM NUMBER TWO
MASTER AGREEMENT
EXHIBIT A**

Category of Coverage	2003-04	2004-05 Renewal
<u>Semester</u>		
Student	\$28.82	\$28.50
Spouse	\$90.10	\$89.00
Per Child	\$53.53	\$53.50
<u>New Students – Summer</u>		
Student	\$19.03	\$19.00
Spouse	\$59.81	\$60.00
Per Child	\$36.37	\$36.00
<u>Qualified Late Enrollees</u>		
Student	\$7.21	\$7.00
Spouse	\$23.06	\$22.50
Per Child	\$14.18	\$13.00

These rates were arrived at by the University's acceptance of the proposed renewal rate increase by MFM and the following scope of service or benefit changes: (1) exclude services performed during the period of the day after spring graduation through August 14, 2005, under the capitation (these services will be eligible for SHIP coverage under the in-network benefit category; (2) increase the per visit co-payment from \$10 to \$12; and (3) expand the capitation to include burn treatment, durable medical equipment, and all orthopedic procedures presently available at Student Health Services. All other components of our current agreement are renewed, except as specifically noted herein.

The following is a summary of key points from the renewal discussion held on March 10, 2004 and other recent discussions during the course of our weekly meetings pertaining to the renewal:

1. Outreach Program for Student Health Services

As part of our renewal for 2004-05, we have agreed Moscow Family Medicine will assist the University with an outreach program for Student Health Services. Examples of services include, but may not be limited to:

- A flu and meningitis inoculation clinic.
- Hall and house visits to educate regarding sexually transmitted diseases.
- Smoking cessation outreach activities

2. Improve Program Marketing

We will work with MFM to improve program marketing, with an emphasis on attracting an increasing number of privately insured students into Student Health Services. We will consider developing a parent newsletter following the model by Cornell University. Moscow Family Medicine providers (especially at QuickCARE) will try to remind students that they can often receive medications at a lower cost by using the pharmacy at Student Health Services (this is particularly important for privately insured students). Other program marketing efforts include table tents at various UI locations, newspaper advertisements, radio station advertisements, and in conjunction with existing UI communication tools.

3. Payments and Transfers

The financial aspects of the contractual agreement with Moscow Family Medicine were reviewed. The transfers for billing to student accounts will be billed weekly using a numbered invoicing system and payable on a net 30 billing cycle. The University will be transferring the student account charges electronically and requests MFM to utilize a format compatible with the University system to expedite the processing.

The preliminary capitation to Moscow Family Medicine for Fall, Spring, and Summer enrollment in the Student Health Insurance Program will be payable 15 days after the University's waiver deadline. The preliminary payment will increase from 75% to 90% of the enrollment. The enrollment numbers will be finalized by the Manager of Student Accounts and the remaining percentage will be paid by the end of each semester.

4. Insurance Requirement Changes

We reviewed each of the insurance requirement changes noted in our renewal letter from last year. Moscow Family Medicine expressed satisfaction with each of the points of action that were to be implemented for the 2003-04 plan year.

5. Additional Options for 2004-05

Moscow Family Medicine was asked to provide cost quotations for the following additional options for 2004-05.

1. Summer Coverage

As noted above, we have notified Mega Life that we will discontinue the capitation funding arrangement during the summer and that this claims liability is being shifted to the fully insured part of the program. Care provided by MFM during the summer would be treated on the same basis as care received throughout the year in your Main Street office location (i.e., the services would be reimbursed under the BASIX in-network coverage level, subject to the deductible and coinsurance provisions).

2. Copayment for In-House Laboratory Services

Cost quotations were provided for an additional copayment of \$5 and \$10 for in-house laboratory services. UI decided to not adopt this reduction in coverage because of the nominal savings.

3. Copayment for Dermatology Procedures

We discussed the possibility of charging a co-payment (\$10, \$15, or \$20) for removal of skin tags and other dermatological procedures that are presently covered under the capitation. UI decided not to adopt this reduction in coverage because of the nominal savings.

4. Services Not Covered by Capitation and Provided at Student Health Services

As noted above, the capitation is being expanded to include durable medical equipment, orthopedic surgical procedures presently available at Student Health Services, and burn treatments.

5. Annual Routine Health Exams

We discussed expanding the scope of service to include annual routine health exams. UI decided not to pursue development of this benefit at this time based on a finding that providing this coverage is generally not medically necessary.

6. Student Health Program Changes

The following changes to the 2004-05 Student Health Program were reviewed during the course of our meeting.

- Dispensary Options for Pharmacy

We are likely to reduce our pharmacy staff for the 2004-05 fiscal year. This will mean during some of the hours that Student Health Services is open a pharmacist will not be in the facility and only pre-packaged medications will be available. We understand this will impact Moscow Family Medicine because a physician or mid-level provider must physically deliver the prescription medication to the patient. After further consideration, MFM has agreed to not adjust the rates shown in this letter.

- Reference Laboratory Coverage for STD testing

We would like to formally provide coverage for routine sexually transmitted disease testing via our reference laboratory contract. We will be considering implementing a benefit that provides a one-time annual testing with 50% coinsurance up to a maximum of \$50. Students may avail themselves of additional tests during the year, but the full cost would be charged to their UI student account. This STD testing benefit would replace the existing benefit that is intended to provide STD testing only for diagnostic purposes. Thus, a student who uses the STD testing benefit in the fall semester would not have the ability to receive further benefits later in the plan year, regardless of whether the laboratory testing is associated with possible diagnosis of an STD condition. This possible change is still pending as of the date of this letter.

- Copayment for Emergency Room Visits

We will probably adopt a copayment provision for emergency room care. Students and dependents would pay a \$100 copayment for each emergency room visit. The plan would reimburse in-network hospital emergency rooms at the in-network coverage level (80%). The copayment would not be applicable toward the \$250 one-time annual deductible.

- \$1 million Lifetime Maximum

The aggregate lifetime maximum benefit will be increased from \$500,000 to \$1,000,000.

7. Review of Moscow Family Medicine Contract Deliverables

This summarizes our review of the applicable deliverables for the 2004-05 contract:

3.9-A: Respond to the Unique Needs of the University of Idaho

MFM has provided outstanding service to the University of Idaho. We agreed that conducting periodic orientations between MFM and UI staff could improve the “team” environment we are striving for in the operation of Student Health Services. We want to make sure that MFM professional and support staff understand they are an integral part of the student services team at the University of Idaho. The providers working at the Main Street clinic during the summers improved communication and collegiality of the professional and support staff between MFM clinic locations.

3.9-C: Location and Hours of Operation

Moscow Family Medicine has fulfilled all expectations under this deliverable.

3.9-D: Medical and Administrative Support Staffing

This deliverable was fully satisfied by MFM. The following notations were made under the discussion of this deliverable.

- No changes in professional staffing are anticipated for 2004-05.
- QuickCARE utilization by SHIP covered persons is appropriate.
- MFM and on-call Physician and QuickCARE need to be better marketed to decrease emergency room consumption.

3.9-E: Services for Comprehensive SHIP

This deliverable was fully satisfied by MFM.

3.9-G: Emergency Situations

We agreed Moscow Family Medicine has fulfilled the expectations under this deliverable relative to assisting the University with emergency preparedness and being appropriately available for minor emergency care situations.

3.9-I: Fulfill Use Obligations for Student Health Services Facility

Moscow Family Medicine has fulfilled this deliverable. There are several specific notes about the facilities that were discussed under this deliverable.

- Moscow Family Medicine no longer needs to make special use of drop-down gate and locking door because medical records are no longer being stored in the front-office area.
- The front-desk area may have to be modified with glass partitions for HIPAA compliance.
- We agreed MFM has assumed responsibility for daily cleaning of Student Health Services.
- Air conditioning - UI will investigate whether portable air conditioning units may be installed in selected examination rooms.
- QuickCARE – MFM has no immediate plans to move the location of this service.

3.9-J: Referrals to Community Health Care Providers

We agreed that Moscow Family Medicine has fulfilled all deliverables for community care referrals.

3.9-K: Quality Assurance Program, Evidence-Based Medicine, and Accreditation

Moscow Family Medicine has satisfied this deliverable. The proposal for accreditation is presented above.

3.9-L: Capability to Bill Third Party Payors

We agree that Moscow Family Medicine has fulfilled all aspects of this deliverable, including providing care under Medicaid. There have been no recent provider credentialing or other issues associated with billing third party payors.

3.9-M: Facility and/or Equipment Renovations at Student Health Services

No proposed facility renovations or equipment needs were discussed under this deliverable.

3.9-N: Utilization Data

This deliverable was fulfilled by Moscow Family Medicine. We will continue to confer about reporting data relative to the content and format of the reports.

3.9-O: General

From an overall perspective, we are very satisfied with the second year of operation at Student Health Services and we look forward to a long and mutually beneficial relationship with MFM providing clinical services for the University of Idaho student health program.

AMENDMENT NUMBER ONE TO THE UNIVERSITY OF IDAHO MASTER AGREEMENT

This Amendment (the "Amendment") is made and entered into, effective as of July 1, 2003 (the "Effective Date"), by and between Moscow Family Medicine (hereinafter called "the Contractor"), and the University of Idaho (hereinafter called "the University"), concurrently with and as an Amendment to the Master Agreement (hereinafter called "the Agreement"). In the event of any conflict between the terms of this Amendment and the original Agreement to which it is amended, the terms of this Amendment will supersede the terms of the original Agreement and will be controlling. The term "Agreement," as used herein, will collectively refer to the Master Agreement as modified by this superseding Amendment.

1.1 TERM OF AGREEMENT

The contract period will be from July 1, 2003 through June 30, 2004.

1.2 ENTIRE AGREEMENT

This Amendment along with (a) the original Master Agreement; and (b) the attached Exhibit A; constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this Amendment is July 1, 2003.

UNIVERSITY OF IDAHO

Signature

Print Name

Title

Date

MOSCOW FAMILY MEDICINE

Signature

Print Name

Title

Date

**ADDENDUM NUMBER ONE
MASTER AGREEMENT
EXHIBIT A**

Category of Coverage	2002-03	2003-04 Renewal
<u>Semester</u>		
Student	\$27.19	\$28.82
Spouse	\$85.00	\$90.10
Per Child	\$50.50	\$53.53
<u>New Students –</u>		
<u>Summer</u>	\$17.95	\$19.03
Student	\$56.42	\$59.81
Spouse	\$34.31	\$36.37
Per Child		
<u>Qualified Late</u>	\$6.80	\$7.21
<u>Enrollees</u>	\$21.75	\$23.06
Student	\$13.38	\$14.18
Spouse		
Per Child		

Moscow Family Medicine will assume responsibility for providing radiology services at Student Health Services. Charges for these services will be billed to the University of Idaho on a fee-for-service basis. The charges will be reimbursed at 100%, subject to the discount provision for radiology services under the BASIX in-network provider agreement.

The following is a summary of key points from the renewal discussion on April 15, 2003 and other recent discussions during the course of our weekly meetings pertaining to the renewal:

1. Discontinuation of Bridge Plan

The Bridge Plan program will be discontinued for the 2003-04 plan year.

2. Subsidy from Privately Insured Students

We are in general agreement that privately insured students should not subsidize the cost of care for students covered by the SHIP. We do, however, recognize that the SHIP students are pre-funding their primary care services through a single contracted primary care provider. This pre-funding arrangement results in a significant reduction in cost for primary care services and is one of the cornerstones for our SHIP.

A cost advantage, however, is not the only objective. The location of services, delivery of services in ways which are conducive to meeting the unique needs of students and their dependents, integration of health education and wellness programming with primary care services, and effective management of usage of community health care resources are equally important objectives.

3. Insurance Requirement Changes

- We confirmed that the University will require international students to have health insurance that includes access to health care providers in the Moscow area. This will mainly impact our Canadian students.
- We confirmed the University will not accept insurance waivers based on Medicaid from states other than Washington or Idaho.
- We confirmed the program description brochure for next year, and other program communication materials, will emphasize that students enrolled in HMO programs with primary care provider arrangements must select a primary care provider in the Moscow/Pullman area (either Student Health Services or a local primary care provider).
- We agreed that a process should be developed for reporting students who are not in compliance with the institutional requirement for health insurance to the Executive Director of Student Benefits, Health and Wellness.

4. Review of Moscow Family Medicine Contract Deliverables

3.9-A: Respond to the Unique Needs of the University of Idaho

Moscow Family Medicine has worked diligently to respond to the unique needs of the University of Idaho. The perception across campus of the quality and scope of services has improved. Preliminary survey comments suggest student consumers appreciate the improvements that have been achieved in a very short period.

We agreed that increased communication will facilitate our continued successful relationship. A specific need that may arise next year is periodic physician representation on the University's Emergency Response Team.

3.9-B: Temporary Operation of Student Health Services for Summer, 2002

Moscow Family Medicine has fulfilled all expectations under this deliverable. The University appreciated the flexibility that was shown in providing services ahead of the schedule indicated in the request for proposal document.

3.9-C: Location and Hours of Operation

Moscow Family Medicine has fulfilled all expectations under this deliverable. We formally approved transition for summer services to the Main Street Clinic for the period of June 2 through August 10, 2003.

3.9-D: Medical and Administrative Support Staffing

Moscow Family Medicine has fulfilled all expectations under this deliverable. We agreed with the proposal to reduce provider staffing by one position for the 2003-04 contract year.

Moscow Family Medicine and University administrative staff will review billing procedures for student account charges prior to the beginning of fall semester 2003. Policy guidelines and billing timelines will be established. It was agreed the parties would continue to discuss access to a daily patient log. Periodic review of policies and informational meetings with providers will continue to strengthen our relationship.

3.9-E: Services for Comprehensive SHIP and Bridge Plan Participants

Moscow Family Medicine has fulfilled all expectations under this deliverable. Recent concerns about funding for the Bridge Plan participants have also been resolved. Bridge Plan capitation payments for the fall semester totaled \$3,072.47 and \$3,095.90 for the spring semester.

Although the problems associated with incorrect billings to Klais at the beginning of the fall semester were resolved, it is our understanding that you intend to obtain a sub-tax identification code for Student Health Services. This action will allow us to have an appropriate audit capability for charges submitted to Klais and we will be able to provide coverage under the insured portion of our program for certain services or supplies that are available at Student Health Services and do not fall within our contractual definition of Capitated Primary Care Services.

3.9-F: Access to Specialty Care Providers

This deliverable is not applicable. Moscow Family Medicine did not provide for this deliverable in its proposal to the University.

3.9-G: Emergency Situations

There have been no declared campus emergencies to date under the 2002-03 contract year. As previously noted, the University requires a Moscow Family Medicine physician to periodically serve on the University's Emergency Response Team.

3.9-H: Integration with University's Web-Based Appointment System

This deliverable was removed from the RFP document pursuant to Addendum # 4 issued on February 13, 2002.

3.9-I: Fulfill Use Obligations for Student Health Services Facility

Moscow Family Medicine has fulfilled this deliverable. There are several specific notes about the facility that are appropriate for discussion under this deliverable:

- The University has agreed that it will complete the installation of a sink in room 109 of Student Health Services as soon as it can be scheduled through UI Facilities Maintenance.
- Moscow Family Medicine will either reinstall the door to the front-desk area and use the drop-down gate to secure the University's paper medical records, or arrangements will be made to move these records to a secured storage area.
- The front-desk area may have to be modified with glass partitions for HIPAA compliance.
- We agreed that MFM will assume responsibility for daily cleaning of Student Health Services as of August 11, 2003.

3.9-J: Referrals to Community Health Care Providers

Although Moscow Family Medicine has not developed a formal process for assessing referrals to community providers, we appreciate that the insurance interface issues make this area a continuing item assessment. As we move forward, one possibility might be to look at benchmark comparisons for referrals with other similarly situated college health programs. As noted in the RFP, we remain committed to assuring that appropriate quality of care is provided relative to access to community health care providers.

3.9-K: Quality Assurance Program, Evidence-Based Medicine, and Accreditation

The explanations you provided clarified the formal quality assurance program provided by Moscow Family Medicine.

As we discussed in regard to the Pharmacy consultation, we are concerned that Student Health Services appears to continue to have a significant problem with indiscriminate use of antibiotics and excessive prescription patterns among certain providers. We appreciate that some major concerns may be resolved with anticipated staffing changes. We recognize that our external consultants felt comfortable with the prescribing patterns of Dr. Caldwell. Developing a SHIP formulary will establish appropriate prescribing guidelines among Student Health Services providers. We agreed that continuing education programs regarding prescription medications and periodic information exchanges about the financial status and utilization trends for the SHIP will be helpful to the providers at Student Health Services.

One major area of concern is in regard to ethical practices. We will establish a policy for Student Benefits Health and Wellness staff to report any suspected acts of insurance fraud to the Executive Director for SBHW. Reports will be turned over to Moscow Family Medicine for resolution pursuant to your provider employment agreements. It is important to communicate with the providers at Student Health Services regarding the major aspects of the Pharmacy consultation relating to unethical (or possibly illegal) practices.

Moscow Family Medicine's continued willingness to examine the accreditation issue for Student Health Services is appreciated. We recognize the pragmatic value of accreditation, however, this area of program management is of concern as we compare the UI student health program to our peer institutions.

3.9-L: Capability to Bill Third Party Payors

Moscow Family Medicine has fulfilled all aspects of this deliverable, including providing care under Medicaid. It is our understanding that all credentialing and participating provider issues that were part of the transition have now been resolved.

3.9-M: Facility and/or Equipment Renovations at Student Health Services

This deliverable was fulfilled by Moscow Family Medicine.

3.9-N: Utilization Data

Discussions will continue regarding the use of daily patient logs to assist with obtaining valuable information regarding utilization of Student Health Services.

3.9-O: General

Again, from an overall perspective, we are very satisfied with the first year of our agreement with Moscow Family Medicine to operate of Student Health Services and we look forward to a long and mutually beneficial relationship in providing a student health program for the University of Idaho.



University of Idaho

Purchasing Services
415 West Sixth Street
P.O. Box 444350
Moscow, Idaho 83844-4350
Phone: 208-885-3660

Linda -

*Finally got, and
signed.
I have copies*

Dever

August 13, 2003

Dr. Wayne Ruby
Peter Berger
Moscow Family Medicine
623 South Main
Moscow, Idaho 83843

Subject: Amendment Number One - University of Idaho Master Agreement for Capitated Primary Care Services Renewal fro 2003-2004 Plan Year.

Enclosed are two original Amendments in accordance with the above-mentioned agreement. After the documents are signed by an authorized representative of your organization, please return one original to the following address:

University of Idaho
Purchasing Services
Attn.: Linda Hart
415 West Sixth Street
P.O. Box 444350
Moscow Idaho 83844-4350

Thank you for your interest in the University of Idaho. If you have any questions please call me at (208) 885-3601, or e-mail lhart@uidaho.edu.

Attachment

AMENDMENT NUMBER ONE TO THE UNIVERSITY OF IDAHO MASTER AGREEMENT

This Amendment (the "Amendment") is made and entered into, effective as of July 1, 2003 (the "Effective Date"), by and between Moscow Family Medicine (hereinafter called "the Contractor"), and the University of Idaho (hereinafter called "the University"), concurrently with and as an Amendment to the Master Agreement (hereinafter called "the Agreement"). In the event of any conflict between the terms of this Amendment and the original Agreement to which it is amended, the terms of this Amendment will supersede the terms of the original Agreement and will be controlling. The term "Agreement," as used herein, will collectively refer to the Master Agreement as modified by this superseding Amendment.

1.1 TERM OF AGREEMENT

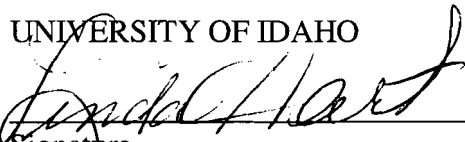
The contract period will be from July 1, 2003 through June 30, 2004.

1.2 ENTIRE AGREEMENT

This Amendment along with (a) the original Master Agreement; and (b) the attached Exhibit A; constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this Amendment is July 1, 2003.

UNIVERSITY OF IDAHO

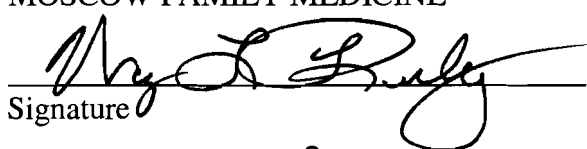

Signature


Print Name


Title


Date

MOSCOW FAMILY MEDICINE


Signature


Print Name


Title


Date

**ADDENDUM NUMBER ONE
MASTER AGREEMENT
EXHIBIT A**

Category of Coverage	2002-03	2003-04 Renewal
<u>Semester</u>		
Student	\$27.19	\$28.82
Spouse	\$85.00	\$90.10
Per Child	\$50.50	\$53.53
<u>New Students –</u>		
<u>Summer</u>	\$17.95	\$19.03
Student	\$56.42	\$59.81
Spouse	\$34.31	\$36.37
Per Child		
<u>Qualified Late</u>	\$6.80	\$7.21
<u>Enrollees</u>	\$21.75	\$23.06
Student	\$13.38	\$14.18
Spouse		
Per Child		

Moscow Family Medicine will assume responsibility for providing radiology services at Student Health Services. Charges for these services will be billed to the University of Idaho on a fee-for-service basis. The charges will be reimbursed at 100%, subject to the discount provision for radiology services under the BASIX in-network provider agreement.

The following is a summary of key points from the renewal discussion on April 15, 2003 and other recent discussions during the course of our weekly meetings pertaining to the renewal:

1. Discontinuation of Bridge Plan

The Bridge Plan program will be discontinued for the 2003-04 plan year.

2. Subsidy from Privately Insured Students

We are in general agreement that privately insured students should not subsidize the cost of care for students covered by the SHIP. We do, however, recognize that the SHIP students are pre-funding their primary care services through a single contracted primary care provider. This pre-funding arrangement results in a significant reduction in cost for primary care services and is one of the cornerstones for our SHIP.

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3.9-O: General

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MASTER AGREEMENT

This Master Agreement (Master Agreement) is entered into by and between the Regents of the University of Idaho (University) and Moscow Family Medicine, P.A. whose principal address is 623 South Main Street, Moscow, Idaho 83843 (Contractor).

Whereas, University owns, operates, and maintains a land grant university and as such provides educational and other related services to the residents of the state of Idaho and others;

Whereas, University has for some time operated a medical clinic for students and their dependents;

Whereas, University wishes to contract with Contractor and Contractor wishes to contract with University to operate the medical clinic;

Therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by both parties, University and Contractor agree as follows:

1. Content of Agreement.

Contractor shall operate a medical clinic on the University's Moscow campus and provide other services as set forth in this Master Agreement. This Master Agreement incorporates by this reference the following as if they are fully set forth herein: (a) the attached Request for Proposals Number 02-84-H, including all duly issued addenda; (b) the attached response of Contractor dated February 27, 2002; (c) the attached letter from Contractor dated March 21, 2002, to Linda Hart, Purchasing Director, University of Idaho; (d) the attached transcript and videos of interview of Contractor on March 14, 2002; (e) the attached Facility Use Agreement; and (f) the attached program communication materials and any similar program communication materials that the parties may agree upon from time-to-time.

2. Deviations.

2.1 Except as set forth in this section 2, University hereby accepts and agrees to all deviations identified by Contractor in the attached response of Contractor dated February 27, 2002, and the attached letter from Contractor dated March 21, 2002, to Linda Hart, Purchasing Director, University of Idaho.

2.2 Sections 1.16, 1.18, 1.19, 1.26, 1.29, and 1.38 of the the attached Request for Proposals Number 02-84-H are hereby agreed upon by the parties and shall apply notwithstanding anything to the contrary, except that section 1.29 shall be modified to read as follows:

This Master Agreement is subject to approval by the executive director of the Idaho State Board of Education. If such approval is not granted, this

Master Agreement shall be null and void and neither party shall have any further obligation or liability to the other.

2.3 Sections 1.5 and 3.4 of the attached Request for Proposal, and all other sections of the Request for Proposal that reference July 1, 2002 as the beginning date of this Master Agreement, shall be modified to reflect a beginning date of June 23, 2002. Deviation 16 in the Moscow Family Medicine Proposal is hereby modified for a lump sum payment of \$34,000 to reflect the change in the effective date of the contract from July 1, 2002 to June 23, 2002.

2.4 University will coordinate operational IT connections to the Gritman hospital server farm for the electronic medical record and patient scheduling functions and provide operational computer hardware support for a minimum of one provider, including one MD office, associated nursing station, three exam rooms and the reception desk by June 23, 2002..

2.5 Any notice to either party 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: Vice President/Vice Provost for Student Affairs
Idaho Commons Room 301
P.O. Box 442532
University of Idaho
Moscow, ID 83844-2532

With one copy each to: Vice President for Finance and Administration
Administration Building Room 211
P.O. Box 443168
University of Idaho
Moscow, ID 83844-3168

Purchasing Services
University of Idaho
415 West Sixth Street
Moscow, ID 83844-4350

the Contractor: Administrator
Moscow Family Medicine, PA
623 South Main Street
Moscow, ID 83843

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.

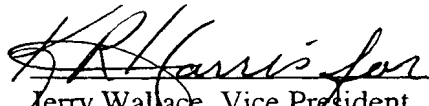
2.6 This Master Agreement and the other documents incorporated herein by reference constitute the entire agreement of the parties, and there are no oral agreements existing relative to the subject matter of this Master Agreement. This Master Agreement may be modified only in writing when signed by the duly authorized representatives of each party.

3. Order of Authority.

Except as agreed to in writing by the authorized representatives of the parties, if there is any conflict or inconsistency with respect to the terms of the agreement between the parties then the following shall be the order of authority: (a) Section 2 above; (b) the attached Request for Proposals Number 02-84-H, including all duly issued addenda; (c) the attached response of Contractor dated February 27, 2002; (d) the attached letter from Contractor dated March 21, 2002, to Linda Hart, Purchasing Director, University of Idaho; (e) the attached edited transcript of the interview of Contractor on March 14, 2002; (f) the attached Facility Use Agreement; and (g) the attached program communication materials and any such program communication materials that the parties may agree upon from time-to-time.


Wherefore, this Master Agreement is executed as follows:

UNIVERSITY


 Jerry Wallace, Vice President
 Finance and Administration

6-14-02
 Date

MOSCOW FAMILY MEDICINE, PA


 Peter D. Berger
 Administrator

6/12/02
 Date

FACILITY USE AGREEMENT

This Facility Use Agreement (Agreement) is made by and between The Regents of the University of Idaho (University), and Moscow Family Medicine (MFM). University and MFM are collectively referred to as the "Parties" or individually, a "Party."

A. Whereas, University and MFM have entered into an agreement for MFM to provide professional medical services as described by the Master Agreement between the Parties.

B. Whereas, the Master Agreement provides, among other things, that University will grant to MFM the non-exclusive use of certain premises located on the first floor of the University's Student Health Services Building (Building) at 831 Ash Street in Moscow, Idaho, (University's Property) consisting of approximately 6000 square feet (Premises) and any University equipment specified by the Master Agreement, all to be utilized for the purpose of providing medical and related services as described under the terms of the Master Agreement. All of MFM's personal property located in the Premises and on University's Property is collectively referred to herein as "MFM's Equipment." Included in the Master Agreement is an attachment that identifies the specific areas of the first floor of the Student Health Services building that remain under the sole control and use of the University of Idaho. All other spaces on this first floor are to be utilized by Moscow Family Medicine pursuant to this Agreement.

C. Whereas, University desires to grant to MFM non-exclusive use of the Premises, and MFM desires to utilize the Premises provided by the University, on the terms and conditions of this Agreement.

Therefore, the Parties agree as follows:

1.0 Grant. Subject to the terms and conditions of this Agreement, University hereby grants to MFM and MFM hereby agrees to the non-exclusive use of the Premises. MFM shall be permitted to use the Premises for the purposes described by the Master Agreement. MFM shall have access to and use of the Premises, any equipment therein described in the Master Agreement, and MFM's Equipment twenty-four (24) hours per day, three hundred and sixty-five (365) days per year. This is not a lease and does not create any leasehold interest on the part of MFM.

2.0 Term. The term (Term) of this Agreement shall commence on the effective date of the Master Agreement (Commencement Date) and end upon the expiration or termination, whichever occurs first, of the Master Agreement (Expiration Date).

3.0 Condition Upon Delivery. University shall deliver the Premises to MFM clean and free of debris on the Commencement Date. Otherwise, the Premises are delivered "AS IS," and MFM represents and warrants that it has fully inspected the Premises and accepts them "as is."

4.0 Compliance with Laws. MFM shall, in respect to the condition of the Premises and at MFM's sole cost and expense, comply with (a) all laws relating to MFM's use of the Premises

and Building; and (b) all applicable building codes requiring modifications to the Building due to any improvements being made by MFM.

5.0 Maintenance. Subject to the provisions of Paragraphs 3 (Condition Upon Delivery), 4 (Compliance with Laws), 7 (Utilities and Services), and 10 (Damage or Destruction), MFM shall, at MFM's sole cost and expense, keep in good condition and repair the Premises and any equipment which is owned, utilized, or introduced by MFM.

6.0 Alterations. MFM may make alterations to the Premises upon the prior written consent of University.

7.0 Utilities and Services. University, at its sole cost and expense, shall provide to MFM such water, gas, electricity, and other similar utilities that University ordinarily provides to the Building and are necessary for MFM to operate and maintain MFM's Equipment and to perform the MFM's obligations as described in the Master Agreement.

8.0 Hazardous Substances.

8.1 Definition. The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, chemical, material or waste (including medical waste) stored or utilized in violation of state or federal law.

8.2 Obligations. Notwithstanding anything else to the contrary contained within this Agreement, MFM agrees to indemnify and hold University harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the University's Property, and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) (collectively, "Claims") which arise during or after the Term, as a result of the presence of any Hazardous Substance in, on, or under the Premises or University's Property, except to the extent that such Claims result from the presence of any Hazardous Substance introduced by University. To the extent any Hazardous Substance is introduced, directly or indirectly, by MFM onto the University's Property, MFM shall promptly take such actions at its sole expense as are necessary to lawfully remove such Hazardous Substance. Notwithstanding anything contained herein to the contrary, MFM may, without University's prior consent, use any ordinary and customary materials reasonably required to be used by MFM in the normal course of its use of the University's Property, so long as such use is in compliance with all Laws. The Parties agree that this paragraph shall survive the termination of this Agreement.

9.0 Insurance. MFM shall, at MFM's expense, obtain and keep in force during the Term, the insurance coverage required by the Master Agreement.

10.0 Damage and Destruction. In the event that the Building is materially damaged or destroyed during the Term, the University shall have no obligation to provide replacement premises or to repair or restore the Building in the event the Premises are damaged or destroyed.

11.0 Assignment and Subletting. MFM shall not assign, transfer, mortgage or otherwise encumber, or sublet all or any part of the interest granted to MFM in this Agreement or in the Premises (collectively "Transfer"), without University's prior written consent.

12.0 Non-Exclusive Possession. Upon performance of all of the covenants, conditions and provisions on MFM's part to be performed under this Master Agreement, MFM shall have non-exclusive access and the right to utilize the Premises for the purposes of this Agreement and for the entire Term hereof. Other University use of the Premises shall not materially interfere with MFM's ability to perform its duties and responsibilities under the Master Agreement.

13.0 Default; Breach.

13.1 Definitions. A "Breach" by either Party is defined as a failure by either Party to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to that Party under this Agreement or the Master Agreement. A "Default" by either Party is defined as the occurrence of any one or more Breaches, and, where a grace period for cure after notice is specified herein, the failure by that Party to cure such Breach prior to the expiration of the applicable grace period, and shall entitle the non-defaulting Party to pursue the remedies set forth in Section 15.4.

13.2 General Breach by Either Party. A Party shall be deemed in Default of this Agreement if such Party Breaches any of the terms, covenants, conditions or provisions of this Agreement, other than those described in Paragraph 13.1 above, where such Breach continues for a period of thirty (30) days after written notice thereof by or on behalf of the non-defaulting Party to the defaulting Party; provided, however, that if the nature of the Breach is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Default of this Agreement by the defaulting Party if the defaulting Party commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.3 Remedies. In the event of a Default of this Agreement by either Party, with or without further notice or demand, and without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the State of Idaho; provided, however, that the defaulting Party shall use reasonable efforts to mitigate its damages in connection with a Breach or Default by such defaulting Party under this Agreement.

14.0 Notices. Any notice under this Agreement shall be in writing and be delivered as described in the Master Agreement.

15.0 Equipment Ownership; Surrender. MFM's Equipment shall be the property of MFM, and shall in no event be deemed fixtures, even if affixed to the Premises or the University's Property. On or before the Expiration Date, MFM shall remove all of MFM's Equipment from the Premises and University's Property. Notwithstanding anything to the contrary in this Agreement, MFM shall not be required to remove any improvements, all of which (if not so removed by MFM, which removal shall be at MFM's sole option) shall become the property of

UI-533
UI-534 MFM

University upon the Expiration Date. Any and all equipment, personal property, and fixtures owned by the University shall remain the property of the University at all time.

16.0 Taxes. MFM is solely responsible for payment of any taxes assessed as a direct or indirect result of MFM's operations.

UNIVERSITY OF IDAHO

By: [Signature]
Name: Ken Harris
Title: AVP Finance
Date: 6-14-02

MOSCOW FAMILY MEDICINE

By: [Signature]
Name: PETER D BERGER
Title: ADMINISTRATOR
Date: 6/12/02

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: P. STUDENTS

August 2002

P. STUDENTS

16. Student Health Insurance (Effective July 1, 2003)

The Board's student health insurance policy is a minimum requirement. Each institution, at its discretion, may adopt policies and procedures more stringent than those provided herein.

a. Health Insurance Coverage Offered through the Institution

Each institution shall provide the opportunity for students to purchase health insurance. Institutions are encouraged to work together to provide the most cost effective coverage possible. Health insurance offered through the institution shall provide benefits in accordance with state and federal law.

b. Mandatory Student Health Insurance

Every full-fee paying student (as defined by each institution) attending classes in Idaho shall be covered by health insurance. Students shall purchase health insurance offered through the institution, or may instead, at the discretion of each institution, present evidence of health insurance coverage that is at least substantially equivalent to the health insurance coverage offered through the institution. Students without evidence of health insurance coverage shall be ineligible to enroll at the institution.

(1) Students presenting evidence of health insurance coverage not acquired through the institution shall provide at least the following information:

(a) Name of health insurance carrier

(b) Policy number

(c) Location of an employer, insurance company or agent who can verify coverage

(2) Each institution shall monitor and enforce student compliance with this policy.

(3) Each institution shall develop procedures that provide for termination of a student's registration if he or she is found to be out of compliance with this policy while enrolled at the institution. Each institution, at its discretion, may provide a student found to be out of compliance the opportunity to come into compliance before that student's registration is terminated, and may provide that a student be allowed to re-enroll upon meeting the conditions set forth herein, and any others as may be set forth by the institution.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

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

Section V.I.3.a. 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.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

August 2006

Section V.R.3.b (7). Student Health Insurance Premiums or Room and Board Rates

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

UNIVERSITY OF IDAHO

SUBJECT

University of Idaho request for approval of the settlement agreement discussed in executive session

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.7.
Sections 67-2345(d), (e) and (f), Idaho Code.

DISCUSSION

University of Idaho requests approval of the settlement agreement consistent with the terms discussed in executive session.

IMPACT

Approval of the settlement will bring finality to this matter.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no comment on this item.

BOARD ACTION

A motion to approve the settlement terms discussed in executive session, as set forth in the written settlement agreement presented to the Board in open session, and to authorize the President of the Board to execute the settlement agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

I. Real and Personal Property and Services

7. Litigation

The chief executive officer may negotiate settlement regarding litigation matters, or any claims made that may result in litigation, for up to \$25,000. All such settlements must be reported to the Board in executive session at the next regularly scheduled meeting.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

IDAHO CODE

§ 67-2345. Executive sessions -- When authorized

(1) Nothing contained in this act shall be construed to prevent, upon a two-thirds (2/3) vote recorded in the minutes of the meeting by individual vote, a governing body of a public agency from holding an executive session during any meeting, after the presiding officer has identified the authorization under this act for the holding of such executive session. An executive session may be held:

(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 from disclosure as provided in chapter 3, title 9, Idaho Code;

(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;

(g) By the commission of pardons and parole, as provided by law;

(h) By the sexual offender classification board, as provided by chapter 83, title 18, Idaho Code;

(i) By the custody review board of the Idaho department of juvenile corrections, as provided by law.

(2) Labor negotiations may be conducted in executive session if either side requests closed meetings. Notwithstanding the provisions of *section 67-2343, Idaho Code*, subsequent sessions of the negotiations may continue without further public notice.

(3) No executive session may be held for the purpose of taking any final action or making any final decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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LEWIS-CLARK STATE COLLEGE

SUBJECT

Approval of North Lewiston training site lease renewal

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures,
Sections V.I.1.b. & V.I.2.d.
Section 67-5708, Idaho Code

BACKGROUND

Board approval for the new lease is being sought because the term of the lease (10 years) exceeds the 5-year threshold specified in State Board policy.

DISCUSSION

LCSC's current lease with the Port of Lewiston for grounds adjacent to the College's North Lewiston Training Center (NLTC) has been continued on a month-to-month basis. This ground area (approximately 5 acres) has been used primarily to support truck driver training courses administered by the Workforce Training section within LCSC's Professional-Technical Programs division. The new lease establishes a long-term lease arrangement (10 years), with payments of \$2,000 per month, subject to Consumer Price Index adjustments each year. This will enable LCSC and the Port to demonstrate their commitment to long-term utilization of the property and help provide stability for future planning. One of the primary uses of the site will be support of LCSC's motor safety training center and skid avoidance training (a federally-funded grant program). The lease includes the stipulation that, if the Port were to terminate the lease prior to 10 years, it would reimburse LCSC on a straight-line depreciation basis, for the Federal grant funds used to build the asphalt surface for the skid pad (total cost of \$380,244). The Port approved the new lease, subject to State Board approval, on March 19, 2008.

IMPACT

Approval of the new lease, with a 10-year term, will make programming and planning more predictable for LCSC's Workforce Training (WFT) operation. No additional funding is needed to support the lease—funding for the lease is provided by program fees charged to the center's regular clients by WFT, which is a self-supported, customized training operation.

ATTACHMENTS

Attachment 1 – Overhead photo of leased site	Page 3
Attachment 3 – Overhead photo (close up)	Page 5
Attachment 4 – Proposed lease	Page 7

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STAFF COMMENTS AND RECOMMENDATIONS

Section 2 of the lease requires that should the Port terminate the agreement, the Port shall reimburse the Lessee for a percentage of the skid pad total development cost. The total development cost shall be mutually agreed upon by both parties and shall include engineering, surveying, inspection, and construction costs. The estimated development costs are \$380,244.

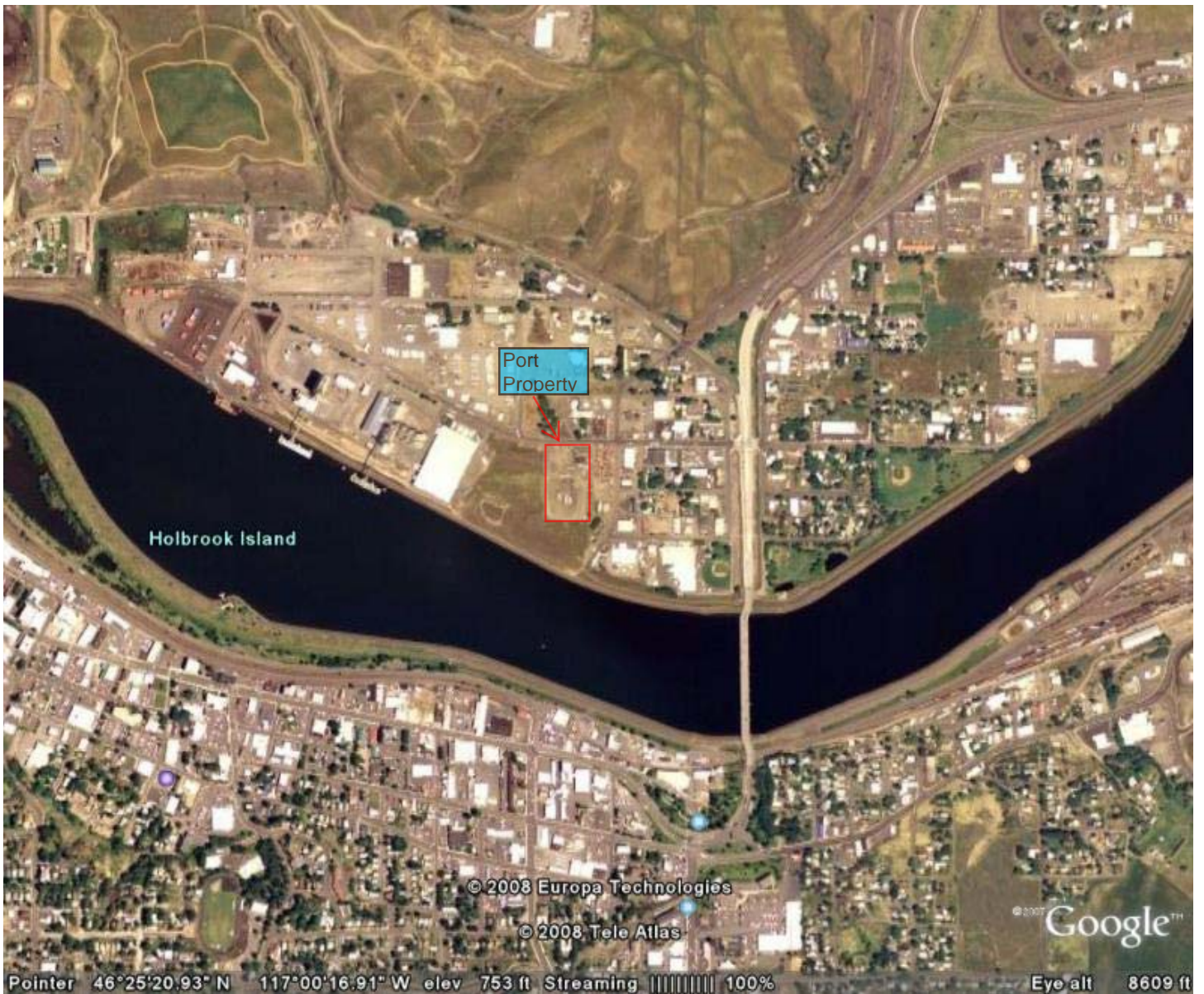
Pursuant to Board policy V.I.b. and Idaho Code 67-5708, leases are acquired by and through the Department of Administration. Even though this is a ground lease, the institution has contacted the Department which has provided inputs and worked with institution legal counsel.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College to enter into a new (10-year) lease with the Port of Lewiston for land adjacent to LCSC's North Lewiston Training Center, and to delegate the Board's signature authority in regard to such transaction to LCSC's Vice President for Finance and Administration.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



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LEASE AGREEMENT

THIS INDENTURE Made this _____ day of _____, 2008, by and between the PORT OF LEWISTON, a municipal corporation of the State of Idaho, party of the first part, hereinafter called "Lessor," and STATE OF IDAHO, by and through the Idaho State Board of Education as the Board of Trustees for Lewis Clark State College, a state college of the State of Idaho, party of the second part, hereinafter called "Lessee,"

WITNESSETH:

That the parties hereto hereby mutually agree as follows:

1. PREMISES

This present lease replaces and supersedes the previous lease agreement dated March 14, 2000.

That upon the terms and conditions and for the consideration hereinafter expressed, the Lessor leases unto the Lessee that certain real property situate in the County of Nez Perce, State of Idaho, and more particularly described as follows to wit:

That certain real property shown and identified as "Exhibit A" attached hereto and by this reference incorporated here in and made a part hereof containing approximately 5.0 acres. The dimensions of the leased property are approximately 680-feet by 330-feet.

2. TERM

The term of this lease shall be ten (10) years commencing as of the effective date hereof and terminating on the last day of March, 2018.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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The Lessor shall have the right to terminate this agreement upon ninety (90) days written notice to the Lessee. Should the Lessor terminate this agreement, the Lessor shall reimburse the Lessee for a percentage of the skid pad total development cost. The total development cost shall be mutually agreed upon by both parties and shall include engineering, surveying, inspection, and construction costs.

Lessor shall not be required to reimburse Lessee such costs in the event of early termination by the Lessee.

The cost of reimbursement shall be as follows:

Year 1	100%	Year 6	50%
Year 2	90%	Year 7	40%
Year 3	80%	Year 8	30%
Year 4	70%	Year 9	20%
Year 5	60 %	Year 10	10%

For example, should the Lessor terminate in the fifth year of this agreement, the reimbursement cost would be equal to the development cost times 60%.

Upon termination of this agreement, the Lessee agrees that the Lessor shall be the sole owner of the skid pad.

3. NON-DISCRIMINATION

The Lessor hereby agrees to provide all services funded through or affected by this contract or agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of:

Title VI of the Civil Rights Act of 1964, as amended. Section 504 of the Rehabilitation Act of 1973, as amended. The Age Discrimination Act of 1975, and to comply with pertinent amendments to these acts made during the term of the contract.

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The Lessor further agrees to comply with all pertinent parts of Federal rules and regulations implementing these acts.

The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by:

Executive Order 11246
Section 503 of the Rehabilitation Act of 1973, as amended
Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974

And to comply with all amendments to these acts and pertinent Federal rules and regulation regarding these acts during the term of the contract or agreement.

4. RENTAL

Lessee shall pay as rental for the said premises the sum of TWO THOUSAND DOLLARS (\$2,000.00) per month, on or before the effective date hereof, and on or before the 1st day of each succeeding month of this Lease until modified as herein provided.

Said rental shall remain unchanged during the first twenty-four (24) months of this lease. Beginning on the first day of March, 2010, said rentals shall be increased or decreased by the percentage of the amount theretofore being paid, equal to the percentage of increase or decrease in the U.S. all cities average, Consumer Price Index, for all urban consumers, during the first twenty-four (24) months of this Lease, as issued by the United States Department of Labor, comparing the index for the first month of this Lease with said index figure for the last month of the original twenty-four (24) month period. In like manner, beginning on the first day of March 2012, March

2014, and March 2016 said rentals shall again be increased or decreased for the next twenty-four (24) month period of this Lease by the percent of difference between such Consumer Price Index as of the first month of each preceding twenty-four (24) month period as compared with such index for the last month of such twenty-four (24) month period. The rental as so determined shall be payable monthly during each succeeding twenty-four (24) month until the termination of this Lease. In no event, shall the rental paid hereunder be less than the sum of TWO THOUSAND DOLLARS (\$2,000.00) per month.

5. USE

For the purpose of this Lease Agreement, Lessee shall use the said premises for the purpose of providing classrooms, administrative offices, training facilities and vehicle parking for use in Lessee's Work Force Training Programs or similar programs and all uses ancillary thereto, particularly including, but not limited to, a skid pad to provide skid avoidance training for Lessee's students and other persons participating in Lessee's programs using semi-tractor and trailers and other motor vehicles. The premises will not be used for any other purpose without first obtaining the written consent of the Manager of Lessor, which consent shall not be unreasonably withheld. In its use and occupancy of said premises Lessee agrees to observe and comply with all laws, health, zoning and other regulations and ordinances applicable thereto. Lessee agrees that it will not disturb the Port or any other tenant of the Port by making or permitting any disturbances, or any unusual noise, vibration, or other condition on, or in the premises. The Lessor agrees that truck driver training, skid avoidance training, and affiliated uses are not a violation of this disturbance or noise prohibition.

6. UTILITIES

Lessee shall pay for the extension of all utilities to the place of use on said real property, and to pay for all utilities and services furnished to the premises during the entire term of this Lease, including, but not limited to, lights, heat, electricity, gas, water, sewage, storm water, garbage disposal, telephone and janitorial services, as well as any sums taxed or assessed by any governmental body by reason of its use of said premises, in addition to all other sums due hereunder.

7. WASTE

The Lessee shall not commit nor suffer waste of said premises.

8. INDEMNIFICATION – LIABILITY INSURANCE

Lessee covenants and agrees to defend, indemnify and hold Lessor harmless from and against all claims for personal injury or property damage (together with the costs and expenses, including attorneys' fees resulting therefrom) to the extent that such claims are caused by the negligent or wrongful act of Lessee, its agents and employees; provided, however, that the indemnity obligations of Lessee are subject to the limitations of liability contained in Idaho Code, Title 6, Chapter 9.

Lessor covenants and agrees to defend, indemnify and hold Lessee harmless from and against all claims for personal injury or property damage (together with the costs and expenses, including attorneys' fees resulting therefrom) to the extent that such claims are caused by the negligent or wrongful act of Lessee, its agents and employees; provided, however, that the indemnity obligations of Lessor are subject to the limitations of liability contained in Idaho Code, Title 6, Chapter 9.

The Lessee will keep in force and effect general liability insurance coverage, in limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), single

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limits, for injury to person or property damage arising out of the Lessee's use of said premises, with Lessor a named insured thereon. Such coverage may be provided under the State of Idaho self-insured risk program and shall provide that it cannot be canceled without thirty (30) days advance notice of such cancellation to the Lessor, and the Lessor shall received a copy or a certificate of such insurance policy.

9. PREPARATION OF PREMISES FOR OCCUPANCY

Any and all expenses of whatsoever nature, of preparing the premises for occupancy by the Lessee, shall be born by the Lessee.

10. SUFFICIENT APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the Lessee is a government entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. In this event, this Lease may be terminated by Lessee giving Lessor at least ten (10) days written notice of termination. It is understood and agreed that the lease payments herein provided for shall be paid from State legislative appropriations.

**11. OFFICIALS, AGENTS AND EMPLOYEES OF LESSEE NOT PERSONALLY
LIABLE**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any

statement, representation or warranty made herein or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time, or part-time agent or employee of the Lewis Clark State College shall have any personal liability or responsibility hereunder, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants herein contained shall rest in and be vested with the State of Idaho.

12. EXAMINATION OF PREMISES

Lessee acknowledges that it has caused said premises to be examined on its own behalf, and knows the condition thereof, and accepts the same in the condition the same now is, and Lessee is not relying upon any representation of any nature on the part of the Lessor, in the making of this Lease.

13. IMPROVEMENTS TO PREMISES

Lessee shall make no improvements upon said premises without first receiving the written consent of the Manager of the Lessor, which consent will not be unreasonably withheld, provided that this paragraph shall not be deemed to require Lessor's consent to normal maintenance of said premises by Lessee.

14. FIRE AND CASUALTY INSURANCE

Lessor shall have no obligation to provide insurance against damage from fire or other casualty upon the said premises. Lessee will be responsible for any insurance that it may desire upon any property which it shall bring upon, or constructed upon, said premises.

15. MAINTENANCE

Lessee will keep and maintain the said premises, together with any structures or other improvements which it may place thereon, in a good and sightly condition and will

control noxious weeds thereon, and will make every reasonable effort to control the blowing of dust and other debris from the premises, and will allow no refuse to accumulate thereon, and will allow no unsightly or unsavory condition to exist thereon.

16. ASSIGNMENT OR SUBLETTING

Lessee shall have no right to assign this Lease, nor any interest therein, nor to sublet said premises or any part thereof to any person or legal entity, nor to allow any such entity to be in possession or control thereof, without first receiving the written consent of the Manager of the Lessor, and any such attempted assignment or subletting without such consent shall be wholly null and void and shall constitute a breach of this Lease. This Lease shall not be assignable or transferable by any process or proceedings of any court, or by operation of law and any purported decree or order of any court or administrative body purporting to so assign or transfer this Lease, or any interest therein, shall void this Lease. In the event the Lessor shall give its consent to any one or more assignment or subletting hereof, this paragraph shall nevertheless continue in full force and effect, and no further assignment or sublease shall be made without the Lessor's consent. Consent is hereby given for Lessee to rent a portion of the premises to Richardson Trucking, Inc. for parking purposes.

17. RIGHT OF ENTRY

The Lessee will at all reasonable times permit the Lessor or its authorized agent, employee, attorney, contractor, servant, or its special agents to enter upon said real property to show the same to any intended purchaser, renter, or insurer thereof, or its agents, servants or attorneys, and the Lessor, its agents, servants, employees or

attorney, at all reasonable times may enter to view the premises or to make any improvements which it may desire to make, or for any other legal purpose.

18. PEACEFUL POSSESSION

The Lessee shall be entitled to possession of the premises upon the effective date of this Lease and upon the payment of the rentals as in this lease provided, and upon the observance and performance of the terms, conditions and covenants agreed to be kept and performed by the Lessee, said Lessee may remain in the quiet and peaceable possession of said premises during the term of this Lease.

19. WARRANTY

Lessor will warrant and defend the occupancy and right of possession of the Lessee against all persons claiming adversely to the title of the Lessor and against all persons claiming by, through or under the Lessor.

20. REMOVAL OF LESSEE'S PROPERTY

Within sixty (60) days of the termination of this Lease for any cause, Lessee will remove all of its property and improvements, as well as any property belonging to third parties, from the premises. The Lessee will pay rental at the rate then being paid, prorated from the date of the termination of this Lease, to the date of the removal of all said property.

Should the Lessee fail to remove any of its property or improvements within said period of time, said property shall immediately be and become the property of the Lessor without the payment of any compensation to the Lessee therefor, except as provided in Section 2 hereof in the event the Lease is terminated by Lessor as provided in said Section.

Should the Lessee leave any property belonging to third parties upon said leased premises at the termination of this Lease, the Lessor may, at the expense of the Lessee, remove the same and store the same or deliver the same to the persons entitled thereto.

21. DAMAGE OR DESTRUCTION

No damage to or destruction of any structure or improvement, or any personal property of the Lessee placed upon said premises, shall void this Lease, nor relieve the Lessee from the obligation of paying the rent herein reserved, or of otherwise complying with all terms, conditions and covenants of this Lease during the continuation of this Lease.

22. COMPLIANCE WITH LAWS

In its use of said property, the Lessee will comply with all laws, regulations and ordinances of any governmental agency or body relating or in any way applicable thereto, including, without limitation, any environmental matters. In addition, the Lessee will comply with any rules or regulations now in effect or hereafter adopted by the Lessor applying to all of its tenants, within thirty (30) days of Lessee's receipt of written notice from Lessor to so comply, provided that no such rule or regulation shall prohibit or unreasonably impair Lessee's intended use of the premises as set out in Section 5.

23. IN LIEU TAXES

In the event it shall ever be determined that, under the terms of this Lease, the Lessee is liable for payment in lieu of taxes as provided in 70-1619, Idaho Code, the lessee will pay to the Lessor all such in lieu taxes in addition to all other sums due hereunder, and its failure to pay such in lieu taxes in addition to all other sums due

hereunder, and its failure to pay such in lieu taxes prior to the 20th day of December of each year, of this Lease, shall constitute a breach of hereof.

24. ENVIRONMENTAL LAW COMPLIANCE

Lessor certifies that it has not placed or brought onto the premises, or permitted to be placed or brought onto the premises hazardous substances (as defined by Section 101(14) of the COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, as amended, 42 U.S.C. Section 9601(14)) or materials, including without limitation petroleum products, the removal of which is required, or the maintenance of which is prohibited or penalized by any applicable local, state or federal law, ordinance, rule, regulation or requirement, and to the best of Lessor's knowledge, the premises are free of all such hazardous substances and materials.

Lessee shall not permit any such hazardous substance or material, except those used in the regular course of intended use; those being properly stored, controlled, and used within regulatory guidelines, to be on said premises due to any act or failure to act by the Lessee, its agents, servants or business invitees, and if found located thereon, Lessee shall be responsible to remove the same, at its expense.

Lessee acknowledges that it is responsible for compliance with all material local, state and federal environmental laws, ordinances, rules, regulations and requirements (herein called "Environmental Laws") as the same exist and are applicable during the term of this Lease.

Subject to the limitation of liability contained in Idaho Code, Title 6, Chapter 9, Lessee shall indemnify Lessor and defend and hold Lessor harmless from and against all loss, costs, damage and expense (including, without limitation, attorney's fees and

costs incurred in the investigation, defense and settlement of claims) that Lessor may incur directly, or indirectly, as a result of, or in connection with the assertion against Lessor of any claims relating to the presence or removal, where such presence or removal is caused by Lessee, of any hazardous substance or other regulated material, or compliance, or non-compliance with any applicable Environmental Law, whether claims rise during or after the term of this Lease including claims related to personal injury or damage to personal property.

It is the intent of this Lease, that all expenses of complying with the COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, and all other applicable laws, ordinances, rules and regulations of any governing body, where such expenses are incurred because of any act or omissions on the part of the Lessee, its agents, servants or business invitees, which constitutes a violation of Environmental Laws or regulations in effect at the time of the act or omission, shall be the responsibility of Lessee, whether such expenses are incurred during or after the term of this Lease.

25. DEFAULTS

Time is of the essence of each term, condition and covenant herein contained. In the event the Lessee shall vacate said leased premises without lawful cause prior to the expiration of the term of this Lease, or if the Lessee shall fail to pay the rent herein reserved promptly upon the due date thereof, or shall fail to observe or perform any of the conditions, covenants and agreements to be performed by the said Lessee hereunder, the Lessor shall be entitled to recover all of its damages by reason of said breach, and, in addition, the right of re-entry is hereby specifically given to the Lessor, and the Lessor may retake peaceful possession of the premises without liability for

trespass, and may at its option, declare this lease immediately forfeited, retaining all sums heretofore paid by Lessee hereunder, or Lessor may use commercially reasonable efforts to re-rent the said premises for the best rental it can procure, and collect from the Lessee, from time to time during the remaining term of this Lease, the difference between the amount for which it is so re-rented and the rental herein reserved; PROVIDED, THAT, should the breach be one which can be cured by Lessee, before any such default shall become final, the Lessor shall serve upon the Lessee written notice specifying the default complained of, and should the Lessee cure such default within thirty (30) days of the giving of said notice, then this Lease shall be deemed fully reinstated, otherwise, said default shall be deemed complete and the Lessor may proceed as herein set forth; PROVIDED, FURTHER, that should the default be one which cannot be cured by the Lessee, said default shall be deemed completed upon the occurrence thereof without the necessity of the giving of any notice.

Lessee shall, in addition to all other sums necessary to cure such default, pay to Lessor the sum of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) for each such notice, to cover the costs of preparation and serving the same, as a further pre-requisite to reinstating this lease.

26. TERMINATION BECAUSE OF COURT DECREE

In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance of this Lease by the Lessor or the Lessee, then this Lease shall terminate, and all rights and obligations hereunder, with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination shall thereupon terminate. If Lessee is not in default under any of the provision so this Lease on the effective date of such

termination, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

27. NON-WAIVER OF DEFAULT

The acceptance of rental by the Lessor for any period or periods after default by Lessee hereunder shall not be deemed a waiver of such default unless the Lessor shall so intend and shall so advise Lessee in writing. No waiver by the Lessor of any default hereunder by the Lessee shall be construed as a waiver of any other or subsequent default by Lessee. After any default shall have been timely cured by Lessee, it shall not thereafter be used by the Lessor as a grounds for any action under the paragraph hereof headed "Default."

28. MODIFICATION

This Lease Agreement may be modified in any particular by the prior written consent of authorized representatives of the Lessor and Lessee.

29. HOLDING OVER

If the Lessee shall, with the consent of the Lessor, hold over after the expiration or sooner termination of the term of this Lease, and continue to pay rental upon the said premises, this Lease shall not be extended, but Lessee shall be deemed to become a tenant at will. During such tenancy at will the Lessee shall be bound by all of the provisions of this Lease agreement insofar as they may be applicable to such tenancy.

30. ADVANCES BY LESSOR FOR LESSEE

If the Lessee should fail to do anything required to be done by it under the terms of this Lease, except to pay rent, the Lessor may, at its sole option, do such act or thing on behalf of the Lessee, and upon notification to Lessee of the cost thereof to the

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Lessor, Lessee shall forthwith repay to the Lessor the amount of that cost, and its failure to do so shall be deemed a default hereunder.

31. LIENS AND ENCUMBRANCES

Lessee shall keep the leased premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the said premises by the Lessee, and/or by reason of any improvements by the Lessee thereto. At the Lessor's request, Lessee shall furnish the Lessor with written proof of payment of any item, which would or might constitute the basis of such lien on the leased premises if not paid.

32. NOTICES

Any notice herein required or permitted shall be deemed duly given when personally served upon the Lessor by serving the Lessor's Manager, or Commission President, or upon the Lessee by serving the President of the Lessee of the corporation at Lewiston, Idaho, as the case may be, or when deposited in the United States Mails, addressed to the Lessor at 1626 6th Ave. North, Lewiston, Idaho 83501, or to the Lessee by mailing such notice to Lewis Clark State College, attention of the Vice-President of Administrative Services at 500 8th Avenue, Lewiston, Idaho 83501, or to any other address either party shall hereafter in writing to the other designate.

33. ATTORNEY'S FEES

In the event any suit or action is instituted by the Lessee against the Lessor, or by the Lessor against the Lessee, to enforce any provisions of this Lease, or for the determination of any legal rights arising out of or connected with this Lease, the losing party in such suit or action shall pay to the prevailing party a reasonable sum for such

prevailing party's attorney fees, to be determined by the court and taxed as a cost of the suit.

34. CAPTIONS

The captions in this Lease are for convenience only and shall not be construed to in any way limit or expand the provisions of this Lease.

35. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect.

36. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties concerning the lease of the said premises, and no amendments or modifications to this Lease shall be valid unless in writing and signed by authorized representatives of both the Lessor and the Lessee.

37. BINDING AGREEMENT

The terms, covenants and agreements contained in this Lease shall extend to and be binding upon the successors or assigns of the parties hereto. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers or agents the day and year hereinabove in this instrument first written.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

38. EXECUTION AUTHORIZED

Each party certifies to the other that the person or persons executing this instrument on its behalf are duly authorized so to do, and to bind that party to the terms, conditions and covenants.

39. APPROVAL BY STATE BOARD OF EDUCATION

The foregoing Lease Agreement is approved by the State Board of Education pursuant to its governing policies and procedures and administrative rules.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers or agents the day and year hereinabove in this instrument first written.

LESSEE:

IDAHO STATE BOARD OF EDUCATION

By: _____
Chester G. Herbst, Vice-President for Finance and
Administration, Lewis-Clark State College

LESSOR:

PORT OF LEWISTON

By: _____
Terry B. Kolb

ATTEST:

Peter K. Wilson

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Terry B. Kolb and Peter K. Wilson known or identified to me to be respectively, the President and the Secretary of the **PORT OF LEWISTON**, the municipal corporation that executed the within instrument, and acknowledged to me that said **PORT OF LEWISTON** executed the same.

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

Notary Public for the State of Idaho
Residing at Lewiston therein.
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Chet G. Herbst Vice-President for Administrative Services of Lewis-Clark State College, known or identified to me to be a representative for the Idaho State Board of Education, and acknowledged to me that said Idaho State board of Education executed the foregoing instrument.

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

Notary Public for the State of Idaho
Residing at _____ therein.
My Commission Expires _____

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

I. Real and Personal Property and Services

1. Authority

- a. The Board may acquire, hold, and dispose of real and personal property pursuant to Article IX, Section 2 and Article IX, Section 10, Idaho Constitution, pursuant to various sections of Idaho Code.
- b. Leases of office space or classroom space by any institution, school or agency except the University of Idaho are acquired by and through the Department of Administration pursuant to Section 67-5708, Idaho Code.
- c. All property that is not real property must be purchased consistent with Sections 67-5715 through 67-5737, Idaho Code, except that the University of Idaho may acquire such property directly and not through the Department of Administration. Each institution, school and agency must designate an officer with overall responsibility for all purchasing procedures.
- d. Sale, surplus disposal, trade-in, or exchange of property must be consistent with Section 67-5722, Idaho Code, except that the University of Idaho may dispose of such property directly and not through the Department of Administration.
- e. If the executive director finds or is informed that an emergency exists, he or she may consider and approve a purchase or disposal of equipment or services otherwise requiring prior Board approval. The institution, school or agency must report the transaction in the Business Affairs and Human Resources agenda at the next regular Board meeting together with a justification for the emergency action.

2. Acquisition of Real Property

- a. Any interest in real property acquired for the University of Idaho must be taken in the name of the Board of Regents of the University of Idaho.
- b. Any interest in real property acquired for any other institution, school or agency under the governance of the Board must be taken in the name of the state of Idaho by and through the State Board of Education.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY - continued

Idaho Statutes

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 57
DEPARTMENT OF ADMINISTRATION

67-5708. LEASING OF FACILITIES FOR STATE USE -- CONTROL OF PARKING. The department of administration shall negotiate for, approve, and make any and all lease or rental agreements for facilities to be used by the various state departments, agencies and institutions in the state of Idaho.

For purposes of this section and sections 67-5708A and 67-5709, Idaho Code, the term "facility or facilities" may be used interchangeably and shall mean real property and improvements, including buildings and structures of any kind, excluding water rights not appurtenant to other facilities, and state endowment lands.

The department of administration shall manage multi-agency facilities constructed, acquired or refurbished through the state building authority as established in chapter 64, title 67, Idaho Code, and shall sublease the facilities to various state departments, agencies, and institutions in the state of Idaho. The department of administration is directed to operate any facilities acquired for the state and to enter into rental contracts and lease agreements consistent with the use of the facilities for state purposes when so authorized.

The director may authorize and enter into leases of state capitol mall real estate and multi-agency facilities constructed through the state building authority, not needed for state purposes, to other governmental entities or to nonprofit organizations upon such terms as are just and equitable.

The administrator of the division of public works shall promulgate rules for the control of the parking of motor vehicles in the state capitol mall. Any person who shall violate any of the provisions of the rules shall be subject to a fine of not less than two dollars (\$2.00) nor more than twenty-five dollars (\$25.00); provided however, that any person who shall violate any of the provisions of the rules concerning the altering, counterfeiting or misuse of parking permits shall be subject to a fine of not more than fifty dollars (\$50.00).

Every magistrate and every court having jurisdiction of criminal offenses and the violation of public laws committed in the county of Ada shall have jurisdiction to hear and determine violations of the provisions of the rules and to fix, impose and enforce payment of fines therefore. Alleged violations of the parking rules are not subject to the provisions of chapter 52, title 67, Idaho Code. The department of administration may pay costs incurred in the operation and management of those properties from rents received therefrom. When a facility of the state of Idaho is authorized by concurrent resolution, and a maximum cost for the facility has been set by concurrent resolution, the administrator of the division of public works may enter into lease-purchase or other time-purchase agreements with the Idaho state building authority or other party for the facility.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

LEWIS-CLARK STATE COLLEGE

SUBJECT

LCSC requests approval to make offer for purchase of privately-owned residence facility (Clearwater Hall)

REFERENCE

October 2004	LCSC informed Board of shortage of residence hall space for Lewiston campus.
December 2004	Board asked for needs analysis and competitive RFP.
January 2005	Board asked LCSC to explore possibility of private enterprise building new residence halls, and/or advantages of self-financing without a lease.
March 2005	Board approved sale of tax-exempt bonds to fund the construction of a residence hall; however, at Board request, LCSC promised to postpone action until private firms had time to develop proposals.
October 2005	After LCSC was contacted by two firms (each proposing to fund and build a residence hall), the Board approved the sale of lots to provide land for private development of (College Place) residence hall
June 2006	Board approved management agreement for the first of two privately-developed residence halls (College Place) located adjacent to Campus on 4 th St.
November 2006	Board approved management agreement for the second of two-privately developed residence halls (Clearwater Hall) located in downtown Lewiston.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.1. through V.I.2.

BACKGROUND

LCSC has been invited by the owners of Clearwater Hall, Conover-Bond LLC, the builders and current owners of the new (opened for operations in August 2006) residence facility located north of campus on Main Street in downtown Lewiston, to make an offer to purchase the residential portion of the property. The investors in this private development project have incurred operating losses as a result of their not having been able to lease the commercial space on the street level of the facility and lower-than-expected revenues for the residential portion of the facility. After a series of discussions with the owners, LCSC has analyzed the potential costs and benefits of purchasing the facility and was advised by the owners on January 30, 2008, that they are agreeable to LCSC discussing a possible offer of between \$3.8M and \$3.9M with the State Board for consideration.

DISCUSSION

Conover-Bond undertook their investment in Clearwater-Hall under the assumptions that the downstairs commercial space (approximately 25% of the square footage of the building) would be leased out almost continuously, generating revenues of over \$120,000 per year, and that the 117 bed spaces in the residence hall portion of the building would be fully occupied (or nearly full) 12 months each year.

In the year and a half since the building opened, no tenants have been placed in the commercial space, and occupancy rates have averaged less than 80% over the Fall and Spring semesters. Lower than expected occupancy rates were due, in part, to problems with incomplete equipment and services when the developers opened the facility in the 2006-2007 school year, and due to limited back-fill potential (no waiting list) for students who elected to leave residence hall housing after the beginning of the Fall semester. The simultaneous addition of two new residence halls (College Place and Clearwater Hall) at LCSC in 2006 created temporary overcapacity (the addition of approximately 200 beds), in contrast to the shortages noted during the 3-year period prior to the opening of the two new privately-developed halls (a period in which dozens of spill over students were housed under contract arrangements at the local Red Lion hotel).

The owners (based out of Spokane) have not maintained a continuous presence in Lewiston. Financing for the project was obtained through an interest-only construction loan. Although the longer-term business prospects for the operation are good, the short-term cash flows for the partially-vacant building have squeezed the owners (a three-person investment group) who now wish to divest themselves of the project and who envision LCSC as the prospective buyer.

LCSC's management agreement with the owner limits the College's exposure to financial risk for facility operations. LCSC foregoes a small management fee when occupancy rates drop below 85%, while the owners bear the financial risk for overhead costs in the event commercial space and residential space revenues are lower than anticipated.

The facility is well-built, attractive, and functional, representing a (then-year) construction cost investment of over \$6M. Replacement costs for the facility (say, in three years, if a replacement project were to be initiated today) would be considerably higher than \$6M.

In response to the owner's request to consider an offer for the facility, LCSC developed an estimated offer of \$3.8M, for the residential portion (75%) of the building, allowing the owners to continue their efforts to find commercial tenants for the unfinished street-level portion (25%) of the building under a condominium arrangement. The College stipulated that such an offer would not be conveyed

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to the State Board unless the owners believed such an offer was in the ballpark of possibility, and the owners agreed that Board approval should be sought.

The College has worked closely with financial advisors to analyze possible financing options for the purchase, if it were to be acceptable to the Board. The \$3.8M potential offer assumes an amortization period of 27 years, based on financing via a 15-year, 4.9% secured note, with a balloon payment after 15 years. Potential revenues are projected at a realistic 80% average annual occupancy rate during the academic year over the life of the investment, with only token revenue projected for summer months. Under the current assumptions, the offer price would include purchase of all furniture (new condition) already in place in the facility.

LCSC's analysis of its student residence hall trends suggests that the recent over-capacity situation (two new halls coming on line simultaneously, adding 200 beds instantly to the available supply) is a temporary phenomenon, and that the College will continue to face increased demand for student housing, especially as the College decommissions decrepit space in the next two years.

During the period since becoming aware of the owner's financial difficulties, and despite high turnover of staff and negotiating counterparts at Conover-Bond, the College has been able to sustain normal operations at Clearwater Hall. If a suitable purchase arrangement cannot be worked out, it is possible that LCSC students now living in (or programmed to live in) Clearwater Hall would have to be relocated for the 2008-2009 school year, or that arrangements to continue operations at the facility might have to be worked out with the owners' bankers, if foreclosure were to occur.

Other factors bearing on the proposal: the Board strongly encouraged the private-public partnership approach as a method of expanding residence space at LCSC. A good faith effort to sustain the existing residence hall would help support LCSC's students and the College's relations with other partners and local businesses. A decision to purchase the existing facility should take into consideration the potential uses of the downstairs (currently empty) commercial space. The College would need to have approval rights, within reasonable limits, over the type of tenant business that would be eligible to lease the space in close proximity to our students in an alcohol-free student housing environment.

IMPACT

If the Board approves LCSC's request to make an offer for the facility, subject to a commercial appraisal of the facility confirming that the facility is sound and worth at least \$3.8M, the College will proceed with detailed formulation of a financing plan for the facility to lock in favorable interest rates, under the approach outlined above. The College assesses that a purchase of the facility lies well within the financial means of the institution and, under a conservative business model would recoup the College's investment within approximately 10

BUSINESS AFFAIRS AND HUMAN RESOURCES
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years. Ownership of the facility would enable LCSC to improve services for student residents and improve utilization rates and quality factors for the College's residential program as a whole.

ATTACHMENTS

Attachment 1 – Map showing building location	Page 5
Attachment 2 – Photo/info sheet on Clearwater Hall	Page 7
Attachment 3 – Management agreement	Page 9
Attachment 4 – Management agreement exhibits (floor plans)	Page 53

STAFF COMMENTS AND RECOMMENDATIONS

No appraisal is available at this time, however the institution believes it will be available in a few weeks. According to LCSC, the construction costs for the building, which was opened in August 2006, amounted to \$6,200,000. While the institution is not purchasing a new building, they believe the building has not depreciated very much in 1½ years. The value of the building based on the construction costs and 75% of the building would be \$4,650,000 compared to the purchase price of close to \$3,800,000.

Institution representatives will be available to comment on the various levels of occupancy and the revenues and expenditures assumed in the debt amortization.

Staff recommends approval.

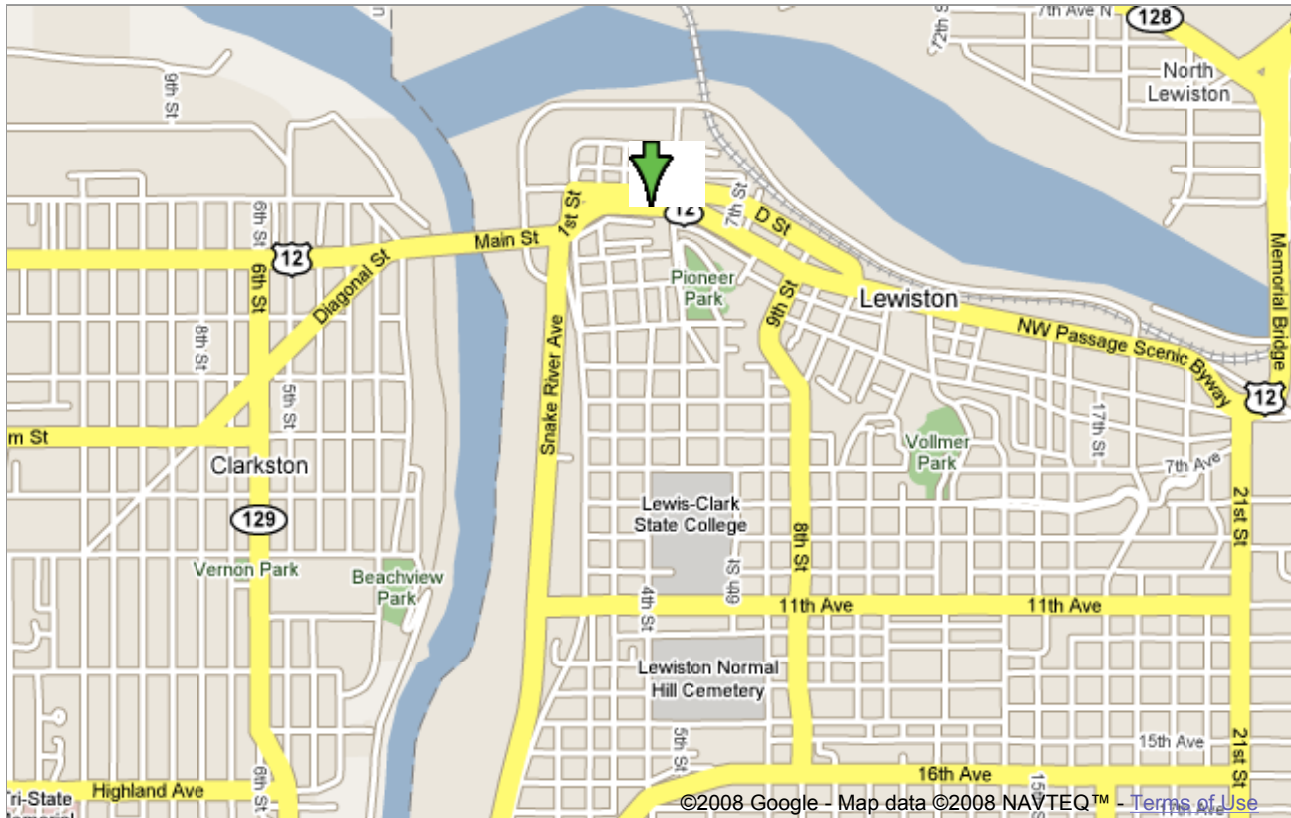
BOARD ACTION

A motion to approve the request by Lewis-Clark State College, subject to final results of the property appraisal, to make an offer to Conover-Bond LLC to purchase the residential portion of Clearwater Hall and all fixtures, furniture, and equipment now contained in the facility for \$3.8M. If an offer is accepted, the purchase would not be executed without subsequent Board review and approval of the resulting purchase/condominium agreement and financing terms.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Address **410 Main St**
Lewiston, ID 83501



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Clearwater Hall, Lewis Clark State College's newest residence hall features individual bedrooms, wireless internet connectivity and television cable. Suites have a common kitchen with microwave and full size refrigerator and fully furnished bedrooms and living areas.

Clearwater is LCSC's **only fully furnished facility**. Clearwater's downtown location is closer to Lewiston's cultural and historic roots - near great running and biking areas and easy access to both the Clearwater and Snake Rivers.

Parking is **FREE** in nearby municipal lots.

Apply now for Clearwater by completing a housing application.

If you have questions about Clearwater, please contact the office of Residence Life at reslife@lcsc.edu or phone 208-792-2053. Thank you.

Standard Room Rates:

Private Bedrooms & Shared Suite Area

- First Semester Rate: \$2,150
- Continuing Semester: \$2,050
- Academic Year: \$3,800
- 12 Month: \$4,500



COLLEGE TOWN STUDENT HOUSING

**MANAGEMENT AGREEMENT
FOR PROPERTY AT 402-418 MAIN STREET
LEWISTON, IDAHO**

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EXHIBITS:

- Exhibit A: Legal Description of Project
- Exhibit B: Project Plans and Specifications
- Exhibit C: Owner FF&E
- Exhibit D: Reserved.
- Exhibit E: Form of Project Management Financial Report
- Exhibit F: Form of Annual Budget
- Exhibit G: Form of Residence Program Terms, Conditions, Rules, and Regulations
- Exhibit H: Form of Rental Agreement
- Exhibit I: Signage Criteria
- Exhibit J: Student Tenant Permitted FF&E

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (“Agreement”) is made as of the 23rd day of August 2006 (**“Effective Date”**), by and between COLLEGE TOWN DEVELOPMENT IDAHO LLC, a Washington limited liability company (**“Owner”**), and STATE OF IDAHO, ACTING BY AND THROUGH THE STATE OF IDAHO BOARD OF EDUCATION AS BOARD OF TRUSTEES FOR LEWIS-CLARK STATE COLLEGE (**“Manager”**).

RECITALS

A. Owner is the owner of record of that certain real property described in Exhibit A attached hereto and incorporated herein by this reference (**“Property”**), and the building and improvements located thereon as set forth on Exhibit B attached hereto and incorporated herein by this reference (**“Building”**). Except for the Retail Spaces (as defined below), the Property and the Building together with any other improvements now or hereafter located on the Property is herein collectively referred to as the **“Project.”**

B. Owner desires to develop the Project for the purposes of retaining Manager to utilize and manage the Project as part of Manager’s Residence Program for Student Tenants (as those terms are defined herein) attending Lewis Clark State College (the **“College”**), and Manager desires to manage the Project on behalf of Owner for the purpose of providing additional residential living options for students attending the College.

C. Owner is willing to develop the Project at its sole cost and expense in a form and manner acceptable to Manager based on Manager’s willingness to enter into this Agreement, and Manager is willing to manage the Project in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recitals and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Manager agree as follows:

AGREEMENT

1. Development.

1.1 Scope of Development. Owner agrees, at its sole cost and expense, to redevelop the Project substantially in conformance with Exhibit B attached hereto and incorporated herein by this reference. For purposes of this Agreement, the Project shall include all areas of the Building exclusive of the Retail Spaces, including without limitation, all Residences (as defined below), hallways, lobby areas, storage areas, and mailrooms of the Building, and each all as set forth in more detail on Exhibit B. As used herein, **“Residences”** shall comprise those portions of the Project intended as primary accommodation and housing for Student Tenants, including each single

bedroom (each, a “**Residence Unit**”), a “**Common Room**”, which adjoins a pod of from one (1) to five (5) Residence Units, a lounge area, and a study lounge, all as set forth in Exhibit B. Each of the Residences, and Residence Units, shall be equipped with the Owner FF&E (as defined below) which is set forth in more detail in Exhibit C.

1.2 Development Period. As of the Effective Date, Owner shall undertake development of the Project substantially in accordance with Exhibit B such that the same shall be Ready for Management (as those terms are defined below) on or before August 23, 2006 (“**Target Delivery Date**”). Notwithstanding the foregoing, the Manager shall not be required to accept delivery of the Project prior to the Target Delivery Date. For purposes of this Agreement, “**Ready for Management**” shall mean that certain date when (a) Owner obtains and provides to Manager temporary or permanent certificate of occupancy for the Project, (b) the Project is otherwise ready for possession and the Residences are ready and available for inhabitation by Student Tenants; provided that Owner shall be entitled to complete certain punch list items, landscaping, and other required items of completion to the Project that do not preclude Owner from obtaining the foregoing occupancy certificate and otherwise do not prohibit Manager from performing its obligations under the Rental Agreements, including without limitation delivering the Residences to Student Tenants for access and possession as contemplated in this Agreement and the Rental Agreements, and (c) Owner is otherwise ready, willing and able to deliver the same to Manager in accordance with this Agreement.. The date of August 23, 2006, or the date when the Project is Ready for Management, whichever is later, is sometimes hereinafter referred to as the “**Commencement Date**” or the “**Delivery Date**”.

1.3 Delivery Date Contingency. Notwithstanding anything to the contrary in Section 1.2 above, in the event Owner is unable to make the Residences Ready for Management on or before the Target Delivery Date, Owner shall not be liable to Manager for damages, claims or liability, including any indirect or consequential damages, arising from or related to any such delay or failure by Owner to make the Residences Ready for Management, and the delivery thereof to Manager, as provided for in Section 1.2 above. In the event Owner is unable to comply with the Target Delivery Date, and such failure to comply is not the direct or indirect result of any Manager Delay (as defined below), Manager’s sole and exclusive remedies shall be to require Owner to (i) assist Manager in procuring and contracting temporary housing for all Student Tenants with valid Rental Agreements (as those terms are defined below) reasonably acceptable to Owner and Manager; (ii) to reimburse Manager not more often than monthly for any costs directly related to the procurement and use of such temporary housing, but only to the extent that such costs exceed the then-applicable aggregate rent received by Manager pursuant to any and all valid Rental Agreements in effect for which such temporary housing has been procured; and (iii) abate all **Rent Installments** (“**Rent Installments**” means the periodic payments of Minimum Monthly Rent or Minimum Daily Rent and any Owner’s Additional Rent or Pro-Rata Rent payable to Owner under this Agreement) from the Target Delivery Date until such time as the Residences are Ready for Management.

For purposes of this Section 1.3, a “**Manager Delay**” shall mean any delay caused by Manager in the performance of any of its obligations hereunder, including without limitation the action or inaction of Manager, its employees and agents, or the gross negligence or willful misconduct by the same.

2. Term of Agreement.

2.1 Initial Term. The initial term of this Agreement (“**Initial Term**”) shall commence on August 23, 2006 (“**Commencement Date**”), and shall continue thereafter until the latter of the last day of the one-hundred-twentieth (120th) month thereafter or expiration of the last Rental Agreement (as defined below) validly entered into by Manager (“**Expiration Date**”). Notwithstanding the foregoing, the Management Responsibility (as defined below) shall not arise, and Manager shall not be obligated regarding the same, until that certain date on which Owner makes the Residences Ready for Management and delivers the same to Manager as contemplated herein (“**Management Commencement Date**”).

2.2 Right of First Offer.

2.2.1 Right of First Offer. Owner shall grant Manager a right of first offer (the “**ROFO**”) to purchase the Project; provided that (a) this Agreement shall be in full force and effect, and (b) there shall not exist any Event of Default or any facts which with the giving of notice or passage of time, or both, would constitute an Event of Default. If at any time during the Initial Term or any Extended Terms Owner intends to offer the Project for sale, Owner shall provide written notice of such intention to Manager (the “**ROFO Notice**”). For sixty (60) days after receipt of the ROFO Notice (the “**ROFO Negotiation Period**”), Owner and Manager shall negotiate in good faith regarding terms for a sale of the Project to Manager. During the ROFO Negotiation Period, Owner will not actively market the Project and Owner will not negotiate with any potential purchasers of the Project other than Manager. If Owner and Manager agree on terms on which Owner will sell the Project to Manager during the ROFO Negotiation Period, such terms will be documented in a purchase and sale agreement (“**PSA**”) to be executed between Owner and Manager. If Owner and Manager do not execute a PSA during the ROFO Negotiation Period, or if Manager is in monetary default under this Agreement at the time of the ROFO Notice, then the ROFO granted hereunder shall lapse and Owner will be free to market the Project for sale. Notwithstanding the foregoing, the ROFO shall remain in full force and effect in the event Owner fails to market the Project or removes the Project from sale for any reason.

2.2.2 ROFO Personal. The ROFO, and the respective provisions set forth in this Section 2.2, are personal to, and for the exclusive benefit of, the Manager, and no Transferee other than a Permitted Transferee (as those terms are defined below) shall have any right, title or interest whatsoever in the ROFO granted to Manager under this Section 2.2.

2.2.3 Affiliate and Other Permitted Transfers. Notwithstanding anything to the contrary herein, the ROFO shall not apply to any purchase, merger, consolidation, joint venture or reorganization of Owner (an “**Ownership Change**”), or any transfer of the Project to any affiliate of Owner. For purposes of this Section 2.2.3, “**Affiliate**” shall mean any corporation, partnership, or other entity: (a) which owns or controls the majority of ownership interests of Owner, either directly or indirectly through other entities; (b) the majority of ownership interests of which is owned or controlled by Owner; (c) the majority of whose ownership interests is owned or controlled by an entity described in (a); or (d) which owns or controls a majority of the ownership interests of Owner.

2.3 Voluntary Termination. Either party may terminate this Agreement without cause by providing the other party with written notice of termination in accordance with Section 17 herein on or before March 1st of any year during the Initial Term or any Renewal Term (“**Termination Notice**”). Following proper delivery of a Termination Notice, this Agreement shall terminate on August 14th of the then applicable calendar year, and thereafter, each of the parties shall fully and unconditionally released from the terms and conditions of this Agreement from and after the date of termination subject to any terms and conditions herein that expressly survive expiration or sooner termination of this Agreement.

3. Management of Residences.

3.1 Delegation of Management Responsibility. Commencing on the Commencement Date, Owner hereby engages and appoints Manager as the sole and exclusive manager and operator of the Residences, and Manager hereby accepts such appointment from Owner, which such appointment shall empower and obligate Manager to exclusively supervise, direct and control management and operation of the Residences in accordance with the terms and conditions set forth in this Agreement (“**Management Responsibility**”). Notwithstanding the foregoing, Manager’s Management Responsibility under this Agreement or otherwise shall not include, nor shall Manager have any rights or responsibilities for, the management and/or operation of any of the retail spaces located on the first floor of the Building in which the Project is located, but specifically excluding that portion of the first floor of the Building identified as Manager’s Management Responsibility, all as set forth in more detail on Exhibit B (“**Retail Spaces**”). As used herein, the term “Project” specifically excludes the Retail Spaces.

3.2 Scope of Management Responsibility. Pursuant to the Management Responsibility, and subject to the terms and conditions set forth in this Agreement, Manager shall have the exclusive responsibility, duty and obligation to service, promote, operate and manage the Residences on a day-to-day basis in an efficient and economical manner at Manager’s sole cost and expense (“**Manager Expenses**”). Without limiting the foregoing, and in addition to other requirements and subject to any other limitations as may otherwise be set forth in this Agreement,

Manager shall perform and otherwise provide the following services, and incur at its sole cost any Manager Expenses related thereto or arising thereunder, as follows:

(a) hire, employ, manage and at all times maintain adequate staffing necessary to undertake and perform the Management Responsibility; as well as determine and implement personnel policies and practices relating to the management and operation of the Project generally, terms and conditions of employment, recruiting, screening, selection, hiring, training, compensation, employee benefits, supervision, discipline, dismissal and replacement;

(b) unless otherwise provided for and set forth herein, establish all relevant prices, price schedules, rates, rate schedules, rents, lease charges and concession charges for the Project and the Residences specifically;

(c) negotiate and administer Rental Agreements with Student Tenants pursuant to the Residence License (as those terms are defined below);

(d) negotiate and administer in its own name, or in the name and on behalf of Owner as and where applicable, any leases and licenses for all appropriate areas of the Project;

(e) provide marketing and sales services for the Project in conformance with College requirements and standards;

(f) obtain and keep in full force and effect in accordance with applicable law, in its own name, or in Owner's name as applicable, any and all license and permits to the extent the same is within the control of Manager;

(g) negotiate, enter into, and administer in its own name, or in the name and on behalf of Owner as and where applicable, any contracts, licenses and purchase orders for services, inventories, provisions, and supplies that are necessary for maintenance and operation of the Project, and to use the same exclusively in the management and operation of the Project;

(h) institute in its own name, or in the name of Owner as and where applicable, any and all legal actions or proceedings necessary for, or incident to, operation and maintenance of the Project; provided, however, the Manager is not required to institute or to participate as a party in litigation with Owner's contractors, subcontractors, architects, engineers or agents in any dispute arising from the original development or construction of the Project by Owner;

(i) maintain the facilities associated with the Project in good repair and condition as set forth in more detail pursuant to Section 7.1 herein, including without limitation the Owner Maintenance Obligations and Owner FF&E subject to the provisions of Section 7.2 below;

(j) collect all rent, security deposits, charges, fees, sums and other amounts due from Student Tenants of the Residences in accordance with this Agreement and the Rental Agreement;

(k) maintain a comprehensive system of management records, books and accounts which shall belong to Owner. Owner and any party designated by Owner shall have at all times access to such records, accounts and books, including without limitation all files, rent rolls, invoices, receipts, and other materials pertaining to the Residences and/or this Agreement, all of which Manager covenants to keep safe, available and separate from any records not relating to the Residences, Manager's Management Responsibility and/or this Agreement;

(l) provide Owner on or before the fifteenth (15th) day of each month during the Initial Term and any Renewal Terms a report substantially in the form attached hereto as Exhibit E and incorporated herein by this reference;

(m) prepare not later than thirty (30) days following the Commencement Date and not later than March 1st of each year of the Initial Term and any Renewal Terms thereafter, an annual budget substantially in the form attached hereto as Exhibit F and incorporated herein by this reference;

(n) Deliver to Owner not later than August 1st, January 1st, and May 15th respectively in each Lease Year of the Initial Term and any Extended Terms an "**Occupancy Schedule**" for the upcoming Rental Term (as hereinafter defined). The Occupancy Schedule shall set forth the anticipated occupancy of the Project for the upcoming Rental Term, the identifying number, but not the name, of each Student Tenants or other occupant, room number of the Residence Unit occupied by such person, and the Rental Rate to be paid for each such Residence Unit. The Occupancy Schedule shall be updated monthly by the Monthly Occupancy Reports to be submitted under Section 5.4.4, provided that, during the Summer Rental Term (as hereinafter defined), such update shall be retrospective;

(o) Reserved;

(p) use reasonable care to provide, at all times, for the safety and security of the Project, including without limitation the Project, Student Tenants and their personal property, guests and invitees;

(q) perform such other tasks as are customary and usual in the operation of a residential living facility of a class and standing equal to the Project and as otherwise required to operate and maintain the Project as contemplated under this Agreement or as may be reasonably specified by Owner from time to time; and

(r) negotiate and administer, in its own name and on its own behalf, concession agreements for all appropriate areas of the Project. Manager shall

be entitled to receive and retain all commissions and other compensation payable as a result of those concession agreements.

3.3 Reimbursement of Expenses and other Payment to Manager.

All Owner Expenses (as defined below) properly and validly incurred by Manager in accordance with the terms and conditions of this Agreement shall be for the account of, on behalf of, and at the expense of Owner. For administrative and economic efficiency, the parties agree that Owner Expenses will be accumulated by Manager until the total of those unpaid Owner Expenses equals at least One Hundred Dollars (\$100) before Manager submits an invoice for those accumulated Owner Expenses to Owner. For the same reasons, Manager agrees that it will not invoice Owner for minor repair costs which are an Owner's Expense where materials used have a value of less than Twenty Five Dollars (\$25) per job and are taken from Manager's existing inventory of low-cost materials and where any work is performed by Manager's salaried employees during their regular work day. Owner shall reimburse any Owner Expenses within thirty (30) days following submission of an invoice to Owner for such expenditure by Manager. Any invoice not paid within such thirty (30) day period shall bear interest from the date of the invoice at the Agreed Rate (as hereinafter defined) until paid. Other amounts payable by Owner to Manager under this Agreement (including Management Fees as hereinafter defined) shall bear interest from the due date of such payment at the Agreed Rate.

3.4 Conditions to Management Responsibility. Unless otherwise expressly provided in this Agreement, Manager shall be temporarily excused from its obligations under this Agreement:

(a) to the extent and whenever Manager shall be prevented from compliance with such obligation(s) by events of Force Majeure (as defined below); or

(b) to the extent that such obligations cannot reasonably be performed a result of any breach of any representation, warranty or covenant contained in this Agreement or default hereunder by Owner.

4. Manager's Compensation.

4.1 Management Fees. For purposes of this Section 4.1 specifically, and the Agreement generally, the following terms shall as follows: (a) the fall semester during which Student Tenants are in occupancy under fall semester Rental Agreements (as defined below) beginning on approximately August 20th and ending approximately December 31st, shall hereinafter be referred to as the "**Fall Rental Term**", (b) the spring semester during which Student Tenants are in occupancy under spring semester Rental Agreements beginning approximately January 1st, and ending approximately May 19th, shall hereinafter be referred to as the "**Spring Rental Term**," and (c) the period between the Spring Rental Term and the Fall Rental Term beginning May 20th and ending August 19th shall hereinafter be referred to as the "**Summer Rental Term**,"

each of which periods is hereafter sometimes referred to as a “**Rental Term**” or collectively as “**Rental Terms**”, and in the aggregate which are collectively referred to as a “**Lease Year**”). During the Initial Term and any Renewal Terms, Owner shall pay Manager a management fee based upon the Rent Installments remitted to Owner under the terms of this Agreement. Within ten (10) days after the end of each Rental Term, Owner shall advance to Manager a certain percentage of the Rent Installments collected and paid to Owner during such Rental Term as a management fee (“**Management Fee**”) based on the following methodology:

(a) Determine the gross Rent Installments paid to Owner during the preceding Rental Term.

(b) Determine the gross Rent Installments which would have been generated for the entire preceding Rental Term if Student Tenants had occupied one hundred percent (100%) of the Residence Units (excluding only one Residence Unit in the RD Apartment) for the entire preceding Rental Term and had paid Rent Installments for such entire Rental Term at the Minimum Monthly Rental Rate (as defined below) in effect for such Lease Year.

(c) Divided the amount computed under Item (a) by the amount computed under Item (b) to determine the actual percentage of total occupancy for the preceding Rental Term. If the resulting percentage is less than eighty-five percent (85%), Manager shall not be entitled to receive any Management Fee for the preceding Rental Term.

(d) If the percentage computed under Item (c) equals or exceeds eighty-five percent (85%), then the Management Fee shall be calculated as follows:

(i) Four percent (4%) of Rent Installments paid to Owner if the percentage is ninety-five percent (95%) or higher.

(ii) Three percent (3%) of the Rent Installments paid to Owner if the percentage is less than ninety-five percent (95%) but greater than or equal to ninety percent (90%).

(iii) Two percent (2%) of the Rent Installments paid to owner if the percentage is less than ninety percent (90%) but is greater than or equal to eighty-five percent (85%).

(e) For the purpose of computing the Management Fee for the Summer Rental Term, the entire Rent Installment to be remitted to the Owner on or before May 5 for the month of May will be considered part of the Rent Installments paid to Owner for the Spring Rental Term. Daily Rent collected and paid to Owner during the portion of the month of May which is included in the Summer Rental Term shall be considered rent paid to Owner for the Summer Rental Term. Daily Rent collected and

paid to Owner for occupancy during the month of August will not be paid to Owner until September but will also be considered rent paid to Owner for the Summer Rental Term. The portion of the January Rent Installment to be paid in December under Section 5.5.1(g) will be considered part of the Rent Installments paid to Owner in the Spring Rental Term.

5. Leasing Requirements.

5.1 Rental Agreement. Subject to Section 5.2 below, Manager shall lease available occupancy in the Residence Units of each of the Residences exclusively to registered students in good standing with the College and other persons participating in programs affiliated with the College and, during the Summer Rental Term, other persons to whom Residence Units are rented by Manager (all being hereinafter referred to as “**Student Tenants**”), all pursuant to the College’s residence hall program and in accordance with the terms and conditions governing the same established and promulgated by the College from time to time (“**Residence Program**”), which such Residence Program’s terms, conditions and guidelines are set forth in Exhibit G attached hereto and incorporated herein by this reference. In the event of any conflict between the Residence Program and this Agreement, this Agreement shall control to the extent of such conflict. For purposes of this Section 5 specifically and this Agreement generally, and subject to anything to the contrary herein, Owner hereby grants Manager an exclusive license during the Initial Term and any Extension Terms to enter into lease agreements with Student Tenants for occupancy of the Residences and related administration of the same as contemplated in this Agreement (“**Residence License**”). The residence License is also expressly subject to Owner’s right to lease Residence Units reserved in Section 5.7 herein. For each and every leasing of occupancy in the Residences to a Student Tenant, Manager shall, in its own name, enter into and execute a rental agreement in the form attached hereto as Exhibit H and incorporated herein by this reference (“**Rental Agreement**”) at rental rates, not less than the applicable Minimum Rental Rates as set forth below. Manager shall provide Owner with a copy of each executed Rental Agreement not later than ten (10) days following execution of each such Rental Agreement. Subject to Owner’s assumption rights/obligations pursuant to Section 5.8 herein, Manager may redact the names of the Student Tenants from the copies of the Rental Agreements provided to the Owner.

5.2 Minimum Monthly and Daily Rental Rates. The “**Minimum Monthly Rent**” for the first Lease Year shall be Three Hundred Ninety and no/100 Dollars (\$390.00) per Residence Unit, inclusive of the cost of local telephone and basic cable TV in the Common Room of each pod of Residence Units and broadband internet service in each Residence Unit. No later than February 15, 2007, and on or before February 15th in each subsequent Lease Year, Owner and Manager shall, by mutual agreement, determine the Minimum Monthly Rent for the upcoming Lease Year. Notwithstanding the foregoing, the Minimum Monthly Rent shall increase annually at the rate of not less than three percent (3%) per Lease Year. The “**Minimum Daily Rent**” shall be one thirtieth (1/30th) of the Minimum Monthly Rent.

5.3 Additional Rent – Summer Term. The parties expect that during the Summer Rental Term, Manager may be able to rent Residence Units at a daily rental rate which is in excess of the Minimum Daily Rent. The amount of such excess is hereinafter referred to as “**Additional Rent,**” and such Additional Rent actually collected will be shared between Owner and Manager as follows:

(a) Owner shall be entitled to receive all Additional Rent from the Summer Rental Term actually collected by Manager until Owner has received an amount for the Lease Year equal to eighty-five percent (85%) of the product which results from multiplying the number of Residence Units in the Project (excluding only one Residence Unit in the RD Apartment) times the Minimum Monthly Rental Rate in effect for the Lease Year, times twelve (12) months.

(b) Thereafter, any Additional Rent for the Summer Rental Term actually received by Manager shall be paid one-half (1/2) to Owner and the remaining one-half (1/2) shall be retained by Manager.

5.4 Additional Rent – Fall and Spring Terms. The parties understand that any rent in excess of the Minimum Monthly Rent which is payable by Student Tenants during either the Fall or Spring Rental Terms, together with all forfeitures, unearned rent or other payments attributable to occupancy during either the Fall or Spring Rental Terms shall be retained by and belong to Manager.

5.5 Remittance of Rent.

5.5.1 Duty to Collect. Irrespective of Manager’s ability or inability to actually collect any Rent Installments and any other sums due and payable from occupants under existing Rental Agreements, Manager hereby covenants that for the Fall Rental Term and Spring Rental Terms, it shall pay Owner the Minimum Monthly Rent for each Residence Unit occupied by a Student Tenant on the first day of each month during the Fall Rental Term and the Spring Rental Term (it being understood that September shall be considered the first month of the Fall Rental Term and that Minimum Monthly Rent payment for September will not be increased because that period includes a part of the month of August during which Student Tenants are in occupancy nor will the Minimum Monthly Rent payment for the month of May be reduced because that month includes a part of the month of May during which Student Tenants are not in occupancy), plus Pro-Rata Rent, as hereinafter defined. Monthly Rent Installments during the Fall and Spring Semester Rental Terms shall be computed by multiplying the number of Units occupied on the first day of each month, beginning with the month of September by the Minimum Monthly Rent as determined under Section 5.2. In addition to the foregoing, and after taking into account any adjustments reflected in the September 20th payment and the January 20th payment provided below, the Manager shall pay to Owner, as part of the applicable Rent Installment, the pro-rata portion of the Minimum Monthly Rent payable for the preceding month by a Student who occupies a Residence Unit after the first day of the preceding month (“**Pro-Rata Rent**”);

Provided, further that Owner shall not be entitled to Pro-Rata Rent for a Residence Unit if Owner has received the Minimum Monthly Rent for that Residence Unit for the preceding month. Irrespective of when rent is collect by Manager, Monthly Rent Installments shall be remitted to Owner as follows:

(a) September 5th – Seventy-five percent (75%) of Rent Installment. for the month of September.

(b) September 20th – The remainder of the September Rent Installment, after adjustment for rent refunds and late registrations

(c) October 5th – Rent Installment for the month of October.

(d) November 5th – Rent Installment for the month of November.

(e) December 5th – Rent Installment for the month of December.

(f) December 26th – Seventy-five percent (75%) of the Rent Installment for the month of January based upon occupancy for the month of December.

(g) January 20th – The remainder of the January Rent Installment after adjustment for non-returns, refunds and late registration

(h) February 5th – Rent Installment for the month of February.

(i) March 5th – Rent installment for the month of March.

(j) April 5th – Rent Installment for the month of April

(k) May 5th – Rent Installment for the month of May.

Manager shall collect and remit an entire Minimum Monthly Rent Payment for the month of December for each Student Tenant occupying a Residence Unit on December 1, even though school is not in session for the latter portion of December. Manager will also collect and remit an entire Minimum Monthly Rent Payment for the month of January for each Student Tenant occupying a Residence Unit on the first day of the spring semester even though that day will be after the 1st day of January.

5.5.2 Summer Rental Term. Irrespective of Manager's ability or inability to actually collect the Minimum Daily Rent, Manager hereby covenants that for

the Summer Rental Term, it shall pay Owner the Minimum Daily Rent for each day a Residence Unit is occupied by a Student Tenant, plus an amount equal to any Owner's Additional Rent actually collected by Manager. Minimum Daily Rent and any Owner's Additional Rent owing for a month during the Summer Rental Term shall be remitted to Owner by the 10th day of the following month.

5.5.3 Method of Payment. The amounts to be remitted to Owner under this Section 5 shall be placed in a separate Agency Account within the College's accounting system and shall be disbursed from said Agency Account as provided herein.

5.5.4 Occupancy Reports. At the time Rent Installments are remitted to Owner, Manager shall submit an "**Occupancy Report**" identifying each Residence Unit occupied during the period for which the Rent Installment is paid and, for the Summer Rental Term, the period the Residence Unit was occupied.

5.6 Delinquent or Missed Rent Installments. Any Rent Installment or other charges, sums or fees which are due and payable by Manager under the provisions of this Agreement and which are not paid when due shall bear interest from the date due until paid at an annual rate (hereinafter the "**Agreed Rate**") equal to five percent (5%) in excess of prime rate published in the Wall Street Journal as such rate changes from time to time.

5.7 Lease-Up Schedule.

(a) Manager hereby covenants and agrees that it shall use commercially reasonable efforts to market and fully lease-up the Residences each and every Lease Year.

(b) With regard to leasing-up of the Residences specifically, Manager shall lease occupancy in the Residences on a floor-by-floor basis beginning with the lowest floor in each Building and progressing to the next highest floor until all floors in the Building are fully occupied. Under no circumstances shall Manager be entitled to lease any Residence Unit on any higher floor until occupancy on the immediately lower floor of the Building has been fully leased up pursuant to validly executed Rental Agreements for all of the available Residence occupancy on such immediately lower floors of each Building without first obtaining the Owner's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. By way of example, Manager would not be permitted to lease occupancy on the fourth floor of one Building until occupancy for the third floor of the Building had been fully leased in compliance with this Section 5.7(b). Additionally, in the event Manager is unable to fully lease ninety percent (90%) occupancy of the Residences for any given Rental Term, inclusive of the RD Apartment (as that term is defined below), then any and all remaining, unoccupied Residence Units not subject to valid Rental Agreements shall, after the forty-fifth (45th) day of that Rental Term, be unavailable to Manager for the then applicable Rental Term without Owner's prior written consent, which consent shall not

be unreasonably withheld, conditioned, or delayed subject to Section 5.7(c) below. For purposes of this Section 5.7(b), Manager and Owner have designated Unit 212, A, B and C a pod composed of Units 212B and 212C and the adjoining Common Room (212A) as the residential director apartment (“**RD Apartment**”). One Residence Unit within the RD Apartment shall not be subject to, or included in the calculation of, Rent Installments, and shall not require execution of a valid Rental Agreement to be included in calculation of occupancy on any floor of the Building. The second Residence Unit in the RD Apartment shall not be rented by Manager to a Student Tenant and shall be used exclusively as an office and conference room for the Residence Director and the Residence Assistants. Manager shall have no obligation to pay Minimum Monthly or Daily Rent for this second Residence Unit while so used, but this second Residence Unit shall not be considered to be occupied for the purposes of calculating percentage of occupancy for any purpose under this Agreement.

(c) **Owner’s Right to Lease Residence Units.** In the event Manager is unable in any given Rental Term to lease all of the Residence Units in the Project after the forty-fifth (45th) day of that Rental Term, Owner shall have the exclusive right, but not the obligation, to lease any such unoccupied Residence Units for the then current Rental Term or any remainder term thereof to tenants that Owner may solicit and accept, provided, that prior to placing any occupant in available Residence Units then managed by Manager, Owner must first provide Manager with a five-day (5) written notice of the occupant Owner intends to place in a Unit. In the event Manager refuses to accept the proposed occupant, Manager must respond in writing within such five-day (5) period as to why it rejects the proposed occupant and also within such five-day (5) period, Owner and Manager shall attempt to mutually agree as to whether the occupant shall be entitled to take possession of a Unit. Failure to agree shall result in a decision being made no later than five (5) days of the expiration of the initial five-day (5) notice period by LCSC’s Vice-President for Administrative Services and a good faith decision by the Vice-President of Administrative Services shall be binding upon both parties. The exercise of any Owner Leasing Rights shall be documented by Owner executing a form of Lease Agreement prepared by Owner utilizing the same format that Manager is then using for all other Units. Manager shall have no responsibility for the collection of rent from Owner’s tenants, nor shall Manager be responsible for the actions of said tenants or the repair or replacement of damage caused by said tenants.

5.8 Owner’s Right to Deal Directly with Student Tenants. In the event of any Event of Default, early termination of this Agreement, or other event which results in the removal or replacement of Manager, Owner shall have the right but not the obligation, in its sole discretion, to (a) assume any or all of the Rental Agreements with Student Tenants for the then-applicable Lease Session and step into all of the rights, duties and obligations of Manager thereunder (and Manager shall draft any and all Rental Agreements with Student Tenants to authorize the same), or (b) enter into a new lease agreement with any or all of the Student Tenants for the then-remaining Lease Period. In the event Owner does not elect to assume the Rental Agreements or enter into new lease agreements with any or all of the Student Tenants for the then-applicable Lease Session, such Rental Agreements so affected shall be deemed terminated

without any liability to Owner. Manager hereby covenants to include any and all relevant provisions in the Rental Agreements to effect the provisions of this Section 5.8. The rights set forth in this Section 5.8 shall explicitly be in addition to, and not subject to offset against, any default remedies provided to Owner pursuant to Section 11 of this Agreement. Notwithstanding the foregoing provisions of this Section 5.8, Owner agrees that if the termination occurs during the Fall or Spring Rental Terms, Owner will assume from Manager those Rental Agreements which conform to the provisions of Exhibit H, as that Rental Agreement may from time to time be amended with the approval of Owner, for the remainder of the then-current Rental Term, so long as the Rental Agreement provides for rent which is at least equal to the then applicable Minimum Monthly Rent. Manager shall promptly pay Owner all prepaid rent received by Manager upon the Rental Agreements assumed by Owner, which pre-paid rent shall be determined by proration as of the termination date. Manager shall also remit to Owner the unexpended portions of security and other deposits made by Student Tenants whose Rental Agreements are assumed by Owner.

6. Use of Residences.

6.1 Residential Area. The Project, and the Residences and Residence Units, shall be used for the primary housing of Student Tenants and other incidental uses reasonably related thereto and in support thereof in accordance with the Residence Program or otherwise as Manager sees fit, provided that nothing herein shall authorize Manager to use or allow use of the Residences in any manner contrary to the terms and conditions of the Rental Agreement ("**Permitted Use**").

6.2 Compliance with Applicable Laws and Prohibited Uses. Manager shall not allow the Residences, or any portion thereof, to be occupied or used contrary to any applicable statute, rule, order, ordinance, requirement or regulation, or in any manner which would: (a) violate any certificate of occupancy affecting the same; (b) cause injury to the improvements or overload the floors; (c) constitute a public or private nuisance or waste; or (d) increase the cost of Owner's Insurance (as defined below) maintained by Owner relating to the Residences (collectively, the "**Prohibited Uses**"). Manager hereby covenants and agrees that it will promptly, upon discovery of any Prohibited Use, take all reasonable steps necessary to compel the discontinuance of such use. In the event that any Prohibited Use results in an increase in the cost or expense of Owner's Insurance, Manager shall pay any such increased costs or expenses in Owner's Insurance in connection with such Prohibited Use.

6.3 Prohibited Use of Retail Spaces. Owner hereby covenants not to lease or otherwise allow any of the Retail Spaces to be used as a pornographic bookstore or any other pornographic entertainment operation.

7. Maintenance and Repair of the Residences.

7.1. Manager Duties, Obligation and Liabilities.

7.1.1 Manager's Maintenance Duties. Pursuant to the Management Responsibility, Manager shall be responsible for, and the Management Expenses shall include, the obligation to maintain, repair and replace, as and when necessary, all aspects of the Project, including, without limitation, the Residences and all janitorial and trash removal services relating thereto ("**Manager Maintenance Duties**"). Additionally, Manager's Maintenance Duties shall additionally include any and all of Owner's Maintenance Duties (as defined below) in the event any of the same are caused by, result from, or are otherwise attributable, whether directly or indirectly, the negligence or willful misconduct of Manager, including, without limitation, any of the same arising under or as a result of the Management Responsibility.

7.1.2 Manager's Changes and Alterations. Manager, at its sole cost and expense as a Management Expense, may make any modifications, improvements, alterations or additions to the Residences ("**Alterations**"), provided that such Alterations (a) do not affect the exterior appearance of the Building; (b) do not or add or subtract from the square footage of the Residences, including without limitation any floor area of the Building and/or any Residences therein; (c) do not otherwise affect the structural, electrical or mechanical systems of the Building and/or Residences; and (d) do not in the aggregate cost in excess of Fifteen Thousand and no/100 Dollars (\$15,000.00) in any twelve (12) month period. Any other Alteration by Manager shall require Owner's prior written consent, which consent shall be in Owner's reasonable discretion to condition, delay or withhold. Notwithstanding the foregoing, prior to Manager undertaking any Alteration, Manager shall (w) notify Owner not less than ten (10) days prior to beginning such Alteration; (x) deliver to Owner a copy of the plans for such Alteration, if any; (y) properly obtain and deliver to Owner copies of any and all necessary permits required under Applicable Laws (as defined below) to undertake and complete such Alteration; and (z) perform and complete all Alterations in a good and workmanlike manner in compliance with Applicable Laws. Along with any request for Owner's consent, and prior to commencement of any Alteration or delivery of any materials to the Residences, Manager shall first furnish Owner with the names and addresses of all contractors performing work on the Alteration. Manager shall be liable for any damages and shall pay all costs and expenses, including Attorneys' Fees (as defined below) incurred by Owner in any way connected to or arising from claims and liabilities resulting from the negligence on the part of itself, its employees or its officers in the performance or completion of such Alteration. Unless otherwise notified by Owner in writing, Manager shall remove at its sole cost and expense any and all Alterations upon expiration of the Initial Term or any Renewal Terms, or the sooner termination of this Agreement, and shall repair any damage related thereto such that the Residences is restored to prior condition preceding each such Alteration.

7.1.3 Mechanic's Liens. Manager shall not suffer or permit any mechanic's lien or other lien to be filed against all or any portion of the Project because of any Authorized Repair, Alteration, or other work, labor, services, equipment or materials supplied or claimed to have been supplied to the Residences at the request of Manager, or anyone holding all or any portion of the Project through Manager, including any Student Tenants. If any such lien is filed against all or any portion of the Project,

Owner shall give Manager immediate notice of the filing and Manager shall cause the lien to be discharged within thirty (30) days after Owner's demand. For the purposes hereof, the term "discharge" shall mean the payment of the lien or the posting of a bond with respect thereto allowed under Idaho law. If Manager fails to discharge such lien within such period, in addition to any other right or remedy Owner may have, after five (5) days prior written notice to Manager, Owner may, but shall not be obligated to, discharge the lien by paying to the claimant the amount claimed to be due or by procuring the discharge in any other manner that is now or may in the future be permitted by law. Any amount paid by Owner, together with all reasonable and actual costs, fees and expenses in connection therewith, including Owner's reasonable Attorneys' Fees, together with interest thereon at the Agreed Rate, shall be repaid by Manager to Owner on demand by Owner. Manager shall be liable for any damages and shall pay costs, damages, expenses, including Attorneys' Fees, and shall be solely liable for any liabilities, penalties, claims, demands and obligations, resulting from such lien.

7.2 Owner's Duties, Obligations and Liabilities.

(a) Unless otherwise expressly provided for herein, Owner shall be financially responsible for, but Manager shall undertake as part of the Management Responsibility, the maintenance, repair, and replacement, as and when necessary, of all aspects of the Project, expressly excluding any Management Responsibility and/or Manager's Maintenance Duties relating to the Project, but including without limitation (i) all structural and mechanical elements of the Project, including all foundations, exterior walls, roof structure, window, gutters, and exterior glazing, exterior doors, and Building envelope, (ii) all electrical, mechanical, HVAC, water, telecommunications, and other utility systems, lines and conduits located within the Building, (iii) the elevator, (iv) Owner's Additional Maintenance Obligation (as defined in Section 7.2(c)), and (v) all aspects of the Retail Spaces ("**Owner Maintenance Obligations**"). Manager shall be authorized to incur costs on account of the Owner without Owner's prior written consent for any Owner Maintenance Obligations which are less than five hundred dollars (\$500.00) per incident and less than five thousand dollars (\$5000.00) in the aggregate during any given Rental Term; provided, however, that these limitations shall not apply and Owner's prior written consent shall not be required if immediate repairs are reasonably necessary to prevent further damage to the Project. Owner also agrees that it will not unreasonably withhold, condition or delay any consent required under this Section 7.2(a). Costs incurred by Manager for Owner Maintenance Obligations are Owner Expenses and shall be reimbursed to Manager as provided in Section 3.3.

(b) Additionally, Owner shall, at its sole cost and expense, provide certain furnishings, fixtures, and equipment for the Residences and each Residence Unit as set forth on Exhibit C, ("**Owner FF&E**"). The parties recognize that the repair and replacement of the Owner FF&E, to the extent the costs of such repairs and replacement is not properly payable from tenant security deposits, is the joint obligation of the parties; provided that Manager shall be responsible for undertaking all such maintenance, repair, and replacement obligations as part of the Management

Responsibility. The Cost of such maintenance, repair and replacement of Owner's FF&E shall be paid one-half (1/2) by Owner and one-half (1/2) by Manager. Owner's share of such cost is an Owner Expense and shall be reimbursed to Manager as provided in Section 3.3.

(c) Owner shall also be responsible for the cost incurred by Manager to repair or replace any damage, deterioration or defects in the Project resulting from defects in the original design, materials or workmanship of the Project ("**Owner's Additional Maintenance Obligation**"); provided that Manager gives the Owner written notice of the damage, deterioration or defect within one (1) year of the date the Project is ready for Management. The cost of satisfying Owner's Additional Maintenance Obligation expense and shall be reimbursed to Manager as provided in Section 3.3.

7.3 Maintenance of Landscaping. Manager shall also be responsible for the maintenance of the landscaping and irrigation systems on the south side of the Building. Lawn mowing, trimming of shrubbery and other routine maintenance shall be done by Manager, at Manager's expense. All other costs, including, without limitation, servicing, repair or replacement of irrigation systems or their components, replacement of planting or poor drainage problems will be an Owner's Expense and will be reimbursed to Manager as provided in Section 3.3; provided that Owner shall not be responsible for any such costs resulting from Manager's negligence or willful misconduct in Manager's performance of Owner's landscaping obligations.

7.4 Taxes. Owner shall pay, before delinquency all real estate and personal property taxes assessed against the land and improvements of which the Project is a part and against the Owner FF&E.

7.5 Utilities. Owner shall timely pay, when due, all charges and costs for utilities or services furnished to the Project, including water, sewer, gas and electricity, together with broadband internet, for each Residence Unit and basic cable and local telephone service to each Common Room.

7.6 Common/Shared Costs. In the event any of the Residences share any utilities, services, equipment, or the like ("**Shared Resources**") which fall under Owner's Maintenance Duties, and/or the Building, excluding the Residences but including without limitation the Retail Spaces, share any Shared Resources which fall under Manager's Maintenance Duties, then such Shared Costs shall be paid by Manager pursuant to Manager's Maintenance Duties on a pro-rata basis based on the proportion that the gross square footage of the Residences comprise of the Building, and by Owner pursuant to Owner's Maintenance Duties on a pro-rata basis based on the gross square footage of the Building excluding the Residences but expressly including the Retail Spaces.

7.7 Failure to Comply. Any failure by Owner or Manager to comply with this Section 7 shall be deemed a default of this Agreement and shall be governed pursuant to and in accordance with Section 11 below.

8. Insurance.

8.1 Owner's Insurance. Owner shall keep the Project insured in an amount equivalent to their full insurable replacement cost thereof against loss or damage by fire and such other risks as are customarily covered with respect to such property, including sprinkler leakage, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion and such other coverage capable of being covered by a standard coverage insurance policy. Owner shall additionally carry commercial general liability insurance covering the Project, which policy shall have a combined single limit of not less than One Million and no/100 Dollars (\$1,000,000.00), per occurrence, coverage on an occurrence basis, with a deductible of not more than Ten Thousand and no/100 Dollars (\$10,000.00) (collectively, "**Owner's Insurance**"). Such Owner's Insurance shall name Manager as an additional insured.

8.2 Manager's Insurance. Manager, at its sole cost and expense, shall keep any and all of Manager's inventory, equipment, furniture, fixtures and other personal property located in or used in connection with the Residences ("**Manager's Personal Property**") insured in an amount equivalent to the full insurable replacement cost against loss or damage by fire and such other risks as are customarily covered with respect to such property, including sprinkler leakage, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion and such other coverage capable of being covered by a standard coverage insurance policy. Manager may additionally, at Manager's option and, at its sole cost and expense, carry business interruption and extra expense insurance in a sufficient amount to protect Manager against any additional costs and lost income associated with interruption of its business from the Project for a period not less than one (1) year (collectively, "**Manager's Insurance**").

8.3 General Provisions. All policies required under Sections 8.1 and 8.2 shall be written by companies licensed in the state in which the Project is located; provided, however, that Manager is authorized to insure its property through the State of Idaho Self-Insured Risk Program. Each such policy shall be evidenced by a certificate of insurance issued by the insurance company issuing the policy. The certificate or certificates of insurance for the policy or policies to be provided under Section 8.1, together with a copy of the endorsement naming Manager as an additional insured under Owner's commercial general liability insurance, shall be promptly provided to Manager by Owner. The certificate or certificates of insurance for the policy or policies to be provided under Section 8.2 shall be promptly provided to Owner by Manager. Each certificate shall provide the policy with respect to which the certificate is issued, shall not be cancelled unless at least twenty (20) days prior written notice of cancellation shall have been mailed to the party to whom the certificate is to be provided.

8.4 Blanket Insurance Coverage. Nothing in this Section 8 shall prevent Owner from maintaining insurance of the kinds and in the amounts required by Section 8.1 under a blanket insurance policy or policies covering other properties owned or operated by Owner in addition to the Project; provided, however, that (a) each policy contains the various provisions and coverage amounts required by this Section 8, and (b) the certificate for such policy includes a statement from the insurer setting forth the coverage maintained and the amounts exclusively allocated to the Project.

8.5 Release and Waiver of Subrogation. Notwithstanding any other provision of this Agreement, Owner and Manager each hereby waives, releases and discharges the other, its agents and employees from all claims whatsoever arising out of loss, claim, expense, damage or destruction covered or coverable by insurance required by Sections 8.1 and 8.2 or covered by other casualty insurance it may carry (a “**Loss**”), notwithstanding that such Loss may have been caused by the other, its agents or employees. Owner and Manager each hereby agrees to look to its insurance coverage only upon such Loss. Owner's Insurance described in Section 8.1 shall contain a waiver of subrogation clause as to Manager. Manager's Insurance required by Section 8.2 shall contain a waiver of subrogation clause as to Owner.

9. Compliance with Laws.

9.1 Generally. As of the Delivery Date, Owner represents and warrants that the Project complies with all current laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Project as of the Commencement Date (“**Applicable Laws**”). Manager shall as of the date of the Delivery Date and throughout the Initial Term and any Renewal Term comply with any and all Applicable Laws, including without limitation any and all Applicable Laws with regard to the Residences and the Project generally, the Management Responsibility, Maintenance and Repair Obligations, Rental Agreements, and the Student Tenants and Residence Program.

9.2 Compliance with Hazardous Materials Laws. Manager shall comply with all federal, state and local laws, ordinances, codes, regulations, orders and decrees, as they now exist or are hereafter amended, including all policies, interpretations, guidelines, directions, or recommendations (“**Hazardous Materials Laws**”) relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, release, disposal or transportation of any petroleum products, flammable explosives, asbestos, urea formaldehyde, polychlorinated biphenyls, radioactive materials or waste, or other hazardous, toxic, contaminating or polluting materials, substances or wastes, including any materials defined as “hazardous substances,” “hazardous wastes,” “hazardous materials” or “toxic substances” (collectively, “**Hazardous Materials**”) under any such Hazardous Materials Laws. For purposes of this Agreement, any reference to Applicable Laws shall include any and all Hazardous Materials Laws as applicable.

Manager shall manage the Residences pursuant to its Management Responsibility in a manner designed to prevent the release of any Hazardous Materials. If any release of any quantity of Hazardous Materials occurs in, on, under or about the Residences and/or the Project generally of which Manager is or becomes aware, Manager shall promptly notify all appropriate governmental agencies and Owner. Manager shall promptly and fully investigate, remediate and remove all such Hazardous Materials released by Manager, its employees, agents or invitees, in accordance with all applicable governmental requirements and shall restore the affected portions of the Residences and/or Project. Manager shall promptly provide Owner with copies of all reports, analyses and correspondence in Manager's possession relating to such release and the remediation thereof. Upon expiration or earlier termination of this Agreement, Manager shall cause all Hazardous Materials located in, on, under or about the Residences and/or Project as a result of the acts or omissions of Manager to be removed from the Project and transported for use, storage or disposal in compliance with all applicable Hazardous Materials Laws. Manager shall not take any remedial action in response to the presence of any Hazardous Materials in, on, about or under the Residences and/or the Project generally, nor enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to the Residences and/or the Project generally without first notifying Owner of Manager's intention to do so and affording Owner ample opportunity to appear, intervene or otherwise protect Owner's interest with respect thereto. At the expiration or earlier termination of this Agreement, Manager shall remove all tanks or fixtures which were placed in the Residences (and the Project generally as and where applicable) by Manager during the term of this Agreement and which contain, have contained or are contaminated with, Hazardous Materials. Notwithstanding the foregoing, Manager shall not be financially responsible for any costs, including, but not limited to, remediation costs, resulting from the activities of Student Tenants, their guests or invitees, in the Project unless such costs also resulted from the negligence or willful misconduct of Manager, including, without limitation, Manager's duties, obligations and liabilities pursuant to the Management Responsibility and the Manager Maintenance Duties.

Manager shall notify Owner in writing immediately upon receiving notice of: (a) any enforcement, clean-up, removal or other governmental or regulatory action effecting the Residences instituted, completed or threatened pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against Manager, Owner or the Residences and the Project generally, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in, on or about the Residences and the Project generally or with respect to any Hazardous Materials removed from the Residences and the Project generally. Manager shall also provide to Owner, as promptly as possible, and in any event within five (5) business days after Manager first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Residences or Manager's use thereof. Upon written request of Owner, Manager shall promptly deliver to Owner copies of hazardous waste manifests, if Manager is required by applicable law to obtain such

manifests, reflecting the legal and proper disposal of all such Hazardous Materials removed or to be removed from the Residences and the Project generally. All such manifests shall list Manager or its agent as a responsible party and in no way shall attribute responsibility for any such Hazardous Materials to Owner.

9.3 Hazardous Materials Representation by Owner. Owner warrants to its actual knowledge, that except as disclosed in the environmental assessment prepared by Jim Kolva and Associates, dated November 10, 2005, and the Asbestos Survey of the Adams Building, 405 Main Street, Lewiston, Idaho prepared by EnviroScience, dated December, 2006 (the “**Environmental Assessments**”), which Environmental Assessments Manager hereby acknowledges that it has received and reviewed, that no hazard substance, toxic waste, or other substance has been produced, disposed of, or is or has been kept on the Project. Owner further warrants that to Owner’s actual knowledge, no items disclosed in the Environmental Assessments will subject the Manager to any damages, penalty, or other liability under any applicable local, state or federal law or regulation. Further, Owner represents to Manager that, to its actual knowledge, neither Owner nor any other person has caused the generation, storage or release of Hazardous Materials in, on, about or upon the Project (including but not limited to the Residences), except as disclosed in the Environmental Assessments, the Good Faith Survey and/or in accordance with Hazardous Materials Laws and prudent industry practices regarding construction of the Property (including, but not limited to, the Residences).

9.4 Hazardous Substances Indemnification. Manager shall defend and hold harmless Owner and Owner's officers, directors, partners, managers, members, employees, agents, successors and assigns against any and all claims, and shall pay all costs and expenses arising from all liabilities, damages, penalties, forfeitures, losses, obligations, investigation costs, remediation and removal costs, natural resource damages and expenses (including Attorneys' Fees) (collectively “**Damages**”) arising in whole or in part, directly or indirectly, from (a) the presence or release of Hazardous Materials, in, on, under, upon or from the Residences and the Project generally as a result of acts or omissions of Manager or its employees, agents or invitees; (b) the transportation or disposal of Hazardous Materials to or from the Residences and the Project generally by, at the request or with the permission of Manager, its employees, agents or invitees; (c) the violation of any Hazardous Materials Laws by Manager, its employees or agents; (d) the failure of Manager, its employees or agents to comply with the terms of this Section 9; or (e) the use, storage, generation or disposal of Hazardous Materials in, on or about the Residences and the Project generally by Manager or its employees, agents contractors, assignees, sublessees or invitees during the Initial Term and any Renewal Terms. Owner shall defend (with legal counsel reasonably acceptable to Manager) and hold harmless Manager, its officers, directors, employees, agents, successors and assigns against any and all Damages arising out of the presence or release of Hazardous Materials in, on or about the Residences and the Project generally released by Owner, its employees, agents, contractors or invitees (other than Manager) or resulting from any breach of the representation and warranty contained in Section 9.3 above. The parties recognize that neither party is indemnifying

the other for Damages arising out of acts of third parties not under either party's control. The respective rights and obligations of Owner and Manager under this Section 9 shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, Manager shall have no indemnity obligations with respect to claims, costs or expenses resulting from the actions of Student Tenants, their guests or invitees in the Project, unless the matter giving rise to such claims, costs or expenses also results from the negligence or willful misconduct of Manager.

9.5 Discrimination. Owner assures and certifies that it will comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12213) and the Idaho State Law Against Discrimination, as well as the regulations adopted thereunder (collectively, the “**ADA Rules & Regulations**”). Owner, at Owner's expense, will provide that the Project complies with the minimum legal/regulatory requirements of the ADA Rules and Regulations at the time of acceptance by Manager and during the term of the Agreement. Manager shall have sole responsibility and liability for managing the placement of Student Tenants in rooms which are appropriate under ADA Rules and Regulations. Neither Owner nor Manager shall have any obligation to the other under this Agreement to make any part of the Project ADA-compliant outside the minimum legal/regulatory requirements, notwithstanding the fact that Manager may have more Student Tenants requiring such rooms than are available and/or that can be made available by relocating other Student Tenants.

10. General Liabilities.

10.1 Indemnity by Manager. Manager covenants and agrees to defend, indemnify and hold Owner, its agents, and employees harmless from and against all claims, losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, arising out of or in connection with any breach of this Agreement, including but not limited to, (a) any breach of Manager's representation, warranties, covenants, obligations and duties under this Agreement, (b) any failure by Manager to comply with Applicable Laws, (c) any liabilities related to an Event of Default by Manager, and (d) any liabilities arising under Rental Agreements between Manager and Student tenants, including without limitation any liabilities arising as a result of Manager's removal and/or the termination of this Agreement by Owner; provided, however, that the indemnity obligations of Manager are subject to the limitations of liability contained in Idaho Code, Title 6, Chapter 9.

10.2 Indemnity by Owner. Owner covenants and agrees to defend, indemnify and hold Manager, its agents, and employees harmless from and against all claims, losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, arising out of or in connection with any breach of this Agreement, including but not limited to, (a) any breach of Owner's representation, warranties, covenants, obligations and duties under this Agreement, (b) any failure by Owner to comply with Applicable Laws, and (c) any liabilities related to an Event of Default by Owner, provided, however, that the indemnity obligations of Owner are, by agreement of the

parties, subject to the same monetary limitations of liability contained in Idaho Code, Title 6, Chapter 9 which would apply if Owner was a governmental entity under the laws of the State of Idaho.

11. Defaults of Owner and Manager and Right to Cure.

11.1 Events of Default. The occurrence of any of the following constitutes an “Event of Default” or “Manager Default” by Manager under this Agreement:

(a) Manager fails to take possession of the Project on August 20, 2006, or such later date when the Project is Ready for Management as provided for in Section 1.2 of this Agreement;

(b) Manager fails to collect and remit to Owner the amounts due to Owner under this Agreement when due and such failure continues for five (5) days after Owner notifies Manager of Manager’s failure to pay such amounts when due;

(c) Manager fails to perform any of Manager’s non-monetary obligations under this Agreement and the failure continues for a period of thirty (30) days after Owner notifies Manager in writing of such failure; provided that if Manager cannot reasonably cure its failure within such thirty (30) day period, Manager’s failure shall not constitute an Event of Default if Manager commences to cure such failure within said thirty (30) day period and thereafter diligently pursues cure of the same;

(d) The existence at any time during the Initial Term and/or any Renewal Terms of any material misrepresentation, omission in any financial statements, correspondence or other information provided to Owner by or on behalf of Manager in regard to the following: (a) Manager’s leasing of Residences to Student Tenants or others; (b) any proposed or attempted Transfer; or (c) any consent or approval Manager requests under this Agreement; and

(e) Manager makes a general assignment or general arrangement for the benefit of creditors; or otherwise files a Petition, voluntarily or involuntarily for adjudication of bankruptcy or for reorganization or loses its accreditation with the State Board of Education for the state of Idaho.

11.2 Remedies. Upon the occurrence of any Event of Default and failure to cure as provided for in Section 12.1 above, at any time and from time to time, and without preventing Owner from exercising any other right or remedy, Owner may exercise any one or more of the following remedies:

(a) Owner may terminate this Agreement effective on the date Owner specifies in its written termination notice to Manager. In the event of such termination, unless otherwise assumed by Owner as provided below and subject to any required assumption under the provisions of Section 5.8, Manager shall, at its sole cost

and expense, cause the removal of all Student Tenants from the Project and shall deliver the same to Owner in good condition and repair, less reasonable wear and tear, not later than thirty (30) days from the date of Owner's notice of termination. Additionally, Owner may recover from Manager and Manager will pay to Owner on demand all damages Owner incurs by reason of Manager's default, including, any amount necessary to compensate Owner for all reasonable out-of-pocket costs and expenses incurred by Owner proximately caused by Manager's failure to perform its obligations under this Agreement including costs related to relocation. Except as specifically set forth in this section, nothing shall limit or prejudice Owner's right to prove and obtain damages in an amount equal to the maximum amount allowed by Applicable Law, regardless whether such damages are greater than the amounts set forth in this section. In addition to, and not subject to offset against, any of Owner's other rights to collect damages as provided for herein, whether or not Owner terminates this Agreement as provided for under these remedies, Owner may recover from Manager, and Manager will pay to Owner, on demand, any amounts due to Owner which Manager has failed to collect and remit to Owner as required hereunder, including without limitation any Rent Installments which arise and/or relate to any period following termination during which Student Tenants reside in the Project prior to removal by Manager as provided for herein. In addition to, and not subject to offset against, any of Owner's other rights to collect damages as provided for herein, whether or not Owner terminates this Agreement as provided for under these remedies, Owner may recover from Manager, and Manager will pay to Owner, on demand, any amounts due to Owner which Manager has failed to collect and remit to Owner as required hereunder

(b) Subject to the provisions of Section 5.8 requiring assumption by Owner and in addition to Owner's termination rights set forth above, Owner may elect to terminate this Agreement and assume some or all of the then-outstanding Rental Agreements in accordance with Section 5.8 herein. In the event Owner elects to assume some or all of the then-outstanding Rental Agreements or Owner is required to assume some or all of the outstanding Rental Agreements under the provisions of Section 5.8, Manager will immediately assign such Rental Agreements and surrender all management records to Owner (subject to Manager's right to retain copies of such records) and shall remit to Owner all tenant security deposits being held by Manager, and Manager shall have no further rights as Manager under this Agreement with respect to such Rental Agreements;

(c) Owner may perform any obligation on Manager's behalf which Manager has failed to perform, including Manager's obligations to remove Student Tenants following notice of termination, without waiving Owner's rights under this Agreement at law or in equity, and without releasing Manager from any obligation under this Agreement. The costs and expenses of Owner, including reasonable overhead and attorneys' fees, arising from or related to the performance of any such obligations of Manager shall be subject to reimbursement by Manager and otherwise expressly be included as part of any damages claims and/or right of recovery available to Owner under this Agreement or Applicable Law; or

(d) Exercise any other rights in law or equity under Applicable Laws, including remedies not explicitly provided for in this Agreement. Each remedy or right of Owner provided for in this Agreement will be cumulative and will be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law, in equity, by statute or otherwise. The exercise or the beginning of the exercise by Owner of any one or more of such rights or remedies will not preclude the simultaneous or later exercise by Owner of any or all other rights or remedies.

11.3 Owner Default. If the Owner defaults in the performance of any of its obligations under this Agreement, (a default includes failure to perform any of the required obligations of this contract and/or material misrepresentation or omission in any financial statement, correspondence or other information provided to Manager by or on behalf of Owner in connection with Owner's performance of this Agreement and any material misrepresentation made by Owner in this Agreement), which default continues for a period of more than five (5) days after receipt of written notice from Manager specifying such default if the default is the failure to make a payment to Manager when due or more than thirty (30) days after receipt of written notice from Manager specifying such default in the case of any other default, except that if the default requires more than thirty (30) days for remedy, then if Owner fails to commence curing such default within the thirty (30) day period or fails to thereafter diligently continue curing such default until completion, then Manager may elect one or more of the following remedies.

(a) Manager may terminate this Agreement effective on the date Manager specifies in its written termination notice to Owner. If Manager terminates this Agreement, Manager may recover from Owner and Owner will pay to Manager on demand all damages Manager incurs by reason of Owner's default, including, any amount necessary to compensate Manager for all reasonable out-of-pocket costs and expenses incurred by Manager proximately caused Manager by Owner's failure to perform its obligations under this Agreement including costs related to relocation of Student Tenants. Except as specifically set forth in this Section, nothing in this Section limits or prejudices Manager's right to prove and obtain damages in an amount equal to the maximum amount allowed by the Laws, regardless whether such damages are greater than the amounts set forth in this Section. Manager may perform any obligation on Owner's behalf which Owner has failed to perform, without waiving Manager's rights under this Agreement, at law or in equity and without releasing Owner from any obligation under this Agreement.

(b) Except as specifically set forth in this Section, if the Owner breaches any of the provisions of this Agreement, Manager will be entitled to enjoin such breach and will have the right to invoke any right or remedy allowed at law, in equity, by statute or otherwise including summary proceedings and other remedies not provided for in this Agreement. Each remedy or right of Manager provided for in this Agreement will be cumulative and will be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law, in equity by statute or otherwise. The exercise or the beginning of the exercise by Manager of any one or more of such rights or remedies will not preclude the simultaneous or later exercise by

Manager of any or all other rights or remedies, at its option and may incur any reasonable expense necessary to perform the obligation of the Owner and thereafter be reimbursed by Owner for all such costs and expenses incurred by Manager plus interest at the Agreed Rate, which shall be payable as a cash payment to Manager or in the alternative Manager may offset Owner's obligation by an appropriate reduction in the amounts next coming due from Manager to Owner under this Agreement.

Owner will reimburse and compensate Manager on demand for any costs, fees and expenses Manager incurs in connection with, resulting from or related to an Event for Default and Manager's exercise of any or all default remedies as provided for herein, and regardless whether suit is commenced or judgment is entered. Such loss includes all reasonable Attorneys' Fees (as defined below) which Manager incurs investigating, negotiating, settling or enforcing any of Manager's rights or remedies or otherwise protecting Manager's interests under this Agreement. In addition to the foregoing, Manager is entitled to reimbursement of all of Manager's fees, expenses and damages, including reasonable Attorneys' Fees Manager incurs in connection with protecting its interest in any bankruptcy or insolvency proceeding involving Owner, including any proceeding under any chapter of the Bankruptcy Code; by asserting or defending a claim; by defending a preference or fraudulent transfer action; by exercising and advocating rights under Section 365 of the Bankruptcy Code; by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Agreement in bankruptcy.

11.4 Mitigation of Damages. Either party agrees to use its best reasonable efforts to mitigate its damages in connection with any damage claim it may have against the other arising out of or in connection with this Agreement.

12. Insolvency. [Deletion to be confirmed]

13. Damage and Destruction.

13.1 Repair Obligations. Other than a Casualty (as defined below) caused by the negligence or willful misconduct of Manager pursuant to its covenants, obligations and duties pursuant to this Agreement or otherwise, and subject to the terms of Section 13.2, in the event the Residences or any portion thereof is damaged by fire or other casualty (a "**Casualty**"), for which Owner is carrying or required by this Agreement to carry insurance, Owner shall repair such damage at its expense. In the event of a Casualty, Rent Installments shall be suspended or abated to the extent and for the period the Project is rendered uninhabitable for the Permitted Use and until such time that the Project has been restored to the condition immediately prior to such damage or destruction, which such condition shall render the Project Ready for Management as contemplated under this Agreement. If the Casualty is an insured loss or a loss required to be insured under the provisions of this Agreement, as long as Owner is diligently pursuing collection of the insurance proceeds, repair shall commence upon receipt of the proceeds, provided that, in any case, the repair shall commence as soon

as reasonably possible after the event of damage, but in no event, subject to Force Majeure, later than one-hundred-twenty (120) days after the damage. Owner shall not be obligated to repair Manager's personal property, equipment or improvements installed by Manager or any personal property of any Student Tenants. Notwithstanding anything to the contrary contained herein, Owner's obligation to repair under this Section 13.1 shall be limited to the extent of the insurance proceeds available to Owner for such restoration. Additionally, in the event that any Casualty comprises more than fifty percent (50%) of the Project, then Owner, in its sole discretion, may terminate this Agreement forthwith by providing Manager with written notice of its intention to terminate within thirty (30) days after the date of the Casualty. In the event of a Casualty, Manager agrees that it will proceed with reasonable diligence at its sole cost to rebuild, repair and/or replace its signs, fixtures and equipment.

13.2 Termination Rights. If any damage or destruction to the Project cannot in Owner's reasonable judgment be repaired within one-hundred-eighty (180) days following the date of damage, Owner shall give Manager written notice thereof within thirty (30) days after the date of damage, and either Manager or Owner may terminate this Agreement by delivering written notice to the other within thirty (30) days after the date Manager receives Owner's notice. If (a) the cost to repair any damage to the Project exceeds fifty percent (50%) of the insurable replacement cost of the Project, or (b) a portion of the damage is uninsurable through the insurance policies required under this Agreement, or if the amount of insurance available to Owner is inadequate to restore the Project and Owner's FF&E to substantially their condition prior to the Casualty and Owner elects not to restore, then Owner shall give Manager written notice of the Owner's election within thirty (30) days after the date of such damage or destruction and thereafter either party shall have the right to terminate this Agreement by written notice to the other party given within sixty (60) days after the date Manager receives such notice of Owner's election not to repair such damage. If the cost to repair damage to the Project that occurs during the last twenty-four (24) months of the Initial Term or any Renewal Term exceeds thirty percent (30%) of the insurable replacement cost of the Project, either party shall have the option to terminate this Agreement by giving written notice to the other party within sixty (60) days after the date of damage, unless Manager exercises an available Renewal Term option within ten (10) business days after receiving Owner's notice. If this Agreement terminates pursuant to this Section 13, Rent Installments shall be prorated as of the date of damage. Manager shall collect and remit to Owner the rent owed by Student Tenants to said date and Owner shall remit to Manager for payment to Student Tenants and Rent Installments which Owner has received for any period after said date.

14. Condemnation.

14.1 General Rights Upon Condemnation. If all or any portion of the Project are taken under the power of eminent domain exercised by any governmental or quasi-governmental authority (a "**Condemning Authority**"), or are conveyed in lieu thereof (a "**Condemnation**"), this Agreement shall automatically terminate as to the portion condemned as of the date that possession and use are transferred to the

Condemning Authority (“**Condemnation Date**”). The Owner shall have the exclusive right to grant possession and use to the Condemning Authority. Owner shall give Manager written notice (a “**Condemnation Notice**”) specifying the extent of the taking and the anticipated Condemnation Date promptly after it receives such information. If more than thirty percent (30%) of the Project or more than thirty percent (30%) of the Residence Units are taken by Condemnation, or if as a result of Condemnation, Manager's access to the Project is terminated or materially and substantially interfered with, then in any of such cases Owner shall have the right to terminate this Agreement by giving written notice to Manager within sixty (60) days after the date of the Condemnation Notice. If more than thirty percent (30%) of the Building is taken by Condemnation and Owner elects not to repair, restore, alter or reconstruct the same, either party may elect to terminate this Agreement by giving written notice within sixty (60) days after the date of the Condemnation Notice. Any such termination shall be effective as of the Condemnation Date. If this Agreement is terminated pursuant to this Section 14.1, Owner and Manager shall be released from any liability arising after the termination date, but all Rent Installments and all other amounts payable under this Agreement shall be prorated and paid or remitted as of the termination date in the same manner as Rent Installments are to be prorated and paid or remitted under Section 13.2. If this Agreement is not terminated as provided for hereunder, Rent Installments, and all other amounts payable under this Agreement shall be reduced pro-rata based upon the percentage of the Project's net rentable floor area condemned, or if no floor area of the Project is taken, then the reduction shall be an equitable reduction reflecting the degree to which the Manager has been adversely affected by the taking. Owner shall make such repairs and alterations necessary to restore the portion of the Project not condemned to a condition reasonably satisfactory for Manager's use; provided that (i) at least three (3) years of the Initial Term or any Renewal Term remain, and (ii) that Owner's obligation shall be limited to the amount of the Condemnation Award (as defined below) available therefor after deducting all costs of obtaining the Condemnation Award. Within sixty (60) days after the amount of the Condemnation Award available for restoration is known, Owner shall give Manager reasonable notice of the repairs and alterations Owner anticipates making to restore the portion of the Project not condemned. If Manager reasonably determines that the anticipated repairs and alterations are insufficient to restore such portion of the Project to a condition reasonably satisfactory for Manager's use, Manager shall have the right to terminate this Agreement by giving notice to Owner within ten (10) days after receiving Owner's notice describing the repairs and alterations.

14.2 Award. Owner shall be entitled to receive the entire award in any Condemnation (“**Condemnation Award**”), including any award for the value of any unexpired portion of the Term of this Agreement. Manager shall have a right to claim and recover from the Condemning Authority, but not from Owner, such compensation as may be separately recoverable by Manager. Manager shall be entitled to claim an award in a condemnation proceeding for any loss resulting from loss of housing contracts with students, Manager's relocation expenses and/or the taking of Manager's personal property, to the extent such claims are recoverable.

15. Assignment and Subletting.

15.1 Restriction on Transfer. Manager shall not sublet all or any portion of the Project, and not assign, mortgage, pledge or otherwise encumber or transfer this Agreement, or any interest herein, or in any manner assign, mortgage, pledge, or otherwise encumber or transfer its interest or estate in all or any portion of the Project (each a “**Transfer**”), and each such party a (“**Transferee**”) without obtaining Owner’s prior written consent in each and every instance, which consent shall be in Owner’s sole discretion to condition, grant or deny, specifically including Owner’s right to condition its consent upon Manager agreeing to remain liable to Owner under the terms of this Agreement. This preclusion, however, shall not apply to Manager merging with or otherwise becoming a part of any other institution for higher education.

15.2 Transfer Requirements. In the event Owner consents to a Transfer by Manager as contemplated in Section 15.1 above, such Transfer shall, at a minimum, comply with the following requirements:

(a) Any Transfer shall operate to transfer to the Transferee all of Manager’s right, title and interest in this Agreement and all of Manager’s estate or interest in the Project. Manager shall remain liable to Owner for all obligations under this Agreement, notwithstanding any Transfer of this Agreement.

(b) Any Transferee shall assume, by written, recordable instrument, all of Manager’s obligations under this Agreement arising and related to a period subsequent to the date of Transfer. Such assumption agreement shall state that the same is made by the Transferee for the express benefit of Owner as a third party beneficiary. A copy of the agreement evidencing the Transfer, in a form and content satisfactory to Owner, fully executed and acknowledged by Transferee, together with a certified copy of a properly executed corporate resolution (if the Transferee is a corporation) authorizing the execution and delivery of such Transfer agreement, shall be sent to Owner at least ten (10) days prior the effective date of the Transfer.

(c) Any Transfer shall be subject to all the provisions, covenants and conditions of this Agreement. Manager and any Transferee shall remain liable for all obligations under this Agreement, as it may be amended from time to time, without notice to the Transferee.

(d) Manager shall reimburse Owner for any and all reasonable costs incurred by Owner, including reasonable Attorneys’ Fees paid or payable to outside counsel, occasioned by such Transfer.

15.3 Restriction From Further Assignment. Notwithstanding any consent by Owner to any Transfer, no Transferee shall Transfer all or any portion of the Project, and no assignee shall further assign its interest in this Agreement or its interest or estate in all or any portion of the Project, or lease all or any portion of the Project, without Owner’s prior written consent in each and every instance.

16. Signs.

16.1 Proprietary Marks.

16.1.1 Owner Marks. Subject to Section 16.2 below, Manager will operate the Project under the Owner's proprietary marks ("**Owner's Marks**"), which such Owner Marks shall be used in any Advertising (as defined below) by Manager. For the purposes of this Agreement, Owner hereby grants Manager a temporary, non-exclusive, royalty-free, fully paid-up Renewal Extended Terms. Any violation of this license by Manager shall be deemed to be an Event of Default.

16.1.2 Manager Marks. For purposes of Advertising the Project, Manager hereby grants Owner a temporary, non-exclusive, royalty-free, fully paid-up license to use the Manager's proprietary marks ("**Manager's Marks**," and together with the Owner Marks, the "**Marks**") in accordance with the terms and conditions of this Agreement during the Initial Term and any Renewal Terms.

16.1.3 Protection of Marks. The parties hereto acknowledge and agree that protection of the Owner Marks and Manager Marks is important; accordingly Owner and Manager shall immediately notify the other party of any infringement or dilution of or challenge to the use of the respective Marks granted hereunder, and will not, absent a court order or the other party's prior written consent, communicate with any person regarding any such infringement, dilution, challenge or claim. The parties covenant to cooperate to the fullest extent possible in any action taken by a party to protect and/or defend their respective Mark from any such infringement, dilution, challenge or claim.

16.2 Co-Branding. Owner and Manager shall each be permitted to advertise and promote the Residences strictly in accordance with the following:

16.2.1 Owner Obligations. Except in connection with the Retail Spaces, Owner shall, during the Initial Term and any Renewal Terms, prominently reference the Manager Marks in any advertisements, promotional materials, web sites, etc. ("**Advertising**") undertaken by Owner with regard to the Project and the Residences.

16.2.2 Manager Obligations. During the Initial Term and any Renewal Terms, Manager shall prominently reference the Owner Marks in any Advertising, including without limitation any materials associated with the Residence Program.

16.3 Signage.

Manager may, at its sole cost, erect signs on the interior or the exterior of the Project Building, provided that such sign or signs (a) do not cause any structural or

other damage to the Project Building; (b) do not violate applicable governmental laws, ordinances, rules or regulations; (c) do not violate any existing restrictions affecting the Project; and (d) are approved in advance by Owner in accordance with Owner's signage criteria attached hereto as Exhibit I and incorporated herein by this reference ("**Signage Criteria**"). Manager, upon vacating the Residences and the Project generally or removing or altering its signs for any reason, shall repair, paint and/or replace the Building surfaces where its signs were attached. Manager shall not disturb signs placed by Owner on or in any part of the Building.

17. Miscellaneous Provisions.

17.1 Access to Residences.

17.1.1 Manager Access. For purposes of the Management Responsibility, Manager shall have free access to the Project twenty-four (24) hours per day, seven (7) days per week basis. Owner and its authorized representatives shall have the right at any and all times to enter any part of the Project for the purpose of inspecting the same, making any necessary changes or modifications to Building systems, making any repairs required or permitted by the terms of this Agreement or conducting any reasonable test or environmental audit of the Project or Manager's operation or use of the Project to determine Manager's compliance with this Agreement. The provisions of this Section 17.1.2 shall not be construed to impose upon Owner any obligations not otherwise explicitly provided for in this Agreement. Notwithstanding the foregoing, in the event Owner desires to enter any of the Residences pursuant to this Section 17.1.1, Owner shall provide Manager with notice of the same and Manager shall within three (3) business days provide notice to the Student Tenants residing in the applicable Residences of Owner's intended entry thereon. In the event any consent is required to be obtained from any Student Tenants pursuant to Owner's entry into any of the Residence, Manager shall obtain such necessary consents of the Student Tenants within not more than an additional three (3) business days. The consent requirement set out above shall not apply in the case of an emergency when Owner's immediate entry is reasonably necessary to prevent damage to deterioration of the Project. In the event of any Owner entry into the Residences, Owner shall at all times be accompanied by a representative of Manager. Owner may, during the progress of any such work in the Project and/or Property, take all material in, to and upon said Project and/or Property that may be required therefore, and store any necessary materials, tools and equipment at the Project and/or Property, without the same constituting an eviction of Manager or any Student Tenants in whole or in part (and any and all Rent Installments reserved shall not abate pursuant to exercise of any of Owner's rights hereunder, including but not limited to any loss or interruption of Manager's business or otherwise and Manager shall have no claim for damages); provided that such storage is done in a safe and secure manner and does not otherwise unreasonably interfere in any material respect with Manager's and the Permitted Use by Student Tenant's of the Project. Owner shall not be liable for, and the obligations of Manager shall not be affected by, inconvenience, disturbance, loss of business or other damage caused by Owner in connection therewith, provided that Owner makes reasonable efforts to avoid interfering

with the conduct of Manager's business, except to the extent caused by Owner's negligence or willful misconduct. The provisions of this Section 17.1, and any other provisions in this Agreement that require Owner notice to Student Tenant and/or mandate Student Tenant consent to Owner's entry shall be included as provisions of the Rental Agreement.

17.1.2 Exhibition of Residences. Owner shall have the right during normal business hours at any time during the Initial Term and any Renewal Term, following reasonable notice as defined in Section 17.1, to enter the Project for the purpose of exhibiting the same for any purpose in Owner's reasonable discretion.

17.3 Estoppel Certificates. Owner and Manager shall, each without charge at any time and from time to time, within ten (10) business days after written request by the other party, execute and deliver to the requesting party or any person whom the requesting party may designate, an estoppel certificate certifying: (a) that each of the terms of this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and stating the modifications); (b) the dates to which the Rent Installments have been paid in advance; (c) whether or not there are then existing any breaches or defaults by such party or the other party known by such party and specifying such breach or default, if any; (d) whether or not there are then any setoffs or defenses against the enforcement of any term of this Agreement (and, if so, specifying the same and the steps being taken to remedy the same); and (e) such other statements or certificates as Owner, Manager or any Mortgagee may reasonably request. It is the intention of the parties that any statement delivered pursuant to this Section 17.3 may be relied upon by any persons dealing with Owner, Manager or the Residences.

17.4 Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be sent by United States certified mail, postage prepaid, or by a nationally recognized independent overnight courier service, addressed to Owner at 9 South Washington Street, Suite 600, Spokane, Washington 99201 with a copy to Shaun A. Gill, Cairncross & Hempelmann, P.S., 524 Second Avenue, Suite 500, Seattle, WA 98104, and addressed to Lewis-Clark State College, 500 8th Avenue, Lewiston, Idaho, 83501, Attention Vice-President for Administrative Services, with a copy to attorney, Robert Brown, 321 13th Street, Lewiston, Idaho, 83501, and any other address which is not a post office box as either party may from time to time designate by written notice to the other. Any notice, demand or request which is given as described shall be deemed to be given on the business day following the date it is delivered to a courier or three (3) days after it is deposited in the United States mail.

17.5 Annual Statements. Upon request by Owner, Manager shall promptly deliver to Owner a copy of Manager's rent roll (which shall not identify the residents by name consistent with the Family Educational Right and Privacy Act, 20 U.S.C. 1232g) and other information related to the operation of the Project and the Building. Such records may contain confidential or proprietary information and shall

only be used by the Owner to communicate the current financial status of the Project and/or Property and shall, except as follows, be kept confidential by the Owner. Owner may further disclose such financial statement(s) to its mortgage lender (or potential lender), accountants or other financial advisors or analysts, or any potential purchaser of the Project, provided that they have also agreed to the foregoing limit on use and confidentiality.

17.6 Owner's Continuing Obligations. The term “Owner,” as used in this Agreement so far as obligations on the part of Owner are concerned, shall mean only the Owner or Owners of fee title to the Property at the time in question, and upon any transfer, the then grantor shall, subject to the conditions set forth below, be automatically freed and relieved after the date of such transfer of all liability for the performance of any obligation on the part of the Owner contained in this Agreement thereafter to be performed. As conditions precedent to the foregoing relief from liability: (i) any funds in the hands of such Owner or the then grantor at the time of such transfer, in which Manager has an interest, shall be turned over to the grantee; (ii) any amount then due and payable to Manager by Owner or the then grantor under any provision of this Agreement shall be paid to Manager; and (iii) the grantee shall agree, in writing, for the benefit of Manager that it will assume, pay and perform all payments, terms, covenants and conditions of Owner under this Agreement. The Owner’s obligations contained in this Agreement shall, subject to the aforesaid, be binding on Owner’s successors and assigns, during and in respect of their respective successive periods of ownership. Nothing herein contained shall be construed as relieving Owner of any of its obligations under this Agreement, or releasing Owner from any obligation to complete the cure of any breach by Owner during the period of its ownership of the Project.

17.7 Intentionally Deleted.

17.8 Severability. If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

17.9 Successors and Assigns. Subject to provisions of this Agreement limiting assignment or sublease by Manager, the covenants contained in this Agreement shall bind and inure to the benefit of Owner, its successors and assigns, and Manager and its permitted successors and assigns.

17.10 Relationship of Parties. This Agreement creates the relationship of principal and agent and is not expressly or impliedly intended to create any partnership, joint venture, association or any other relationship between Owner and Manager.

17.11 Prior Agreements. This Agreement, together with the attached exhibits and the written agreements concurrently or hereafter executed and/or delivered pursuant to or in connection with this Agreement, embody the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements and understandings between the Owner and Manager, if any, relating to the subject matter hereof. Manager acknowledges that neither Owner nor any agent of Owner has made any representation or warranty not contained in this Agreement with respect to the Residences and the Project generally, the Building or the suitability or fitness of either for the conduct of Manager's business or operations or for any other purpose.

17.12 No Waiver. No failure by Owner or by Manager to insist upon the performance of any of the terms of this Agreement or to exercise any right or remedy available for a breach thereof, and no acceptance by Owner of full or partial rent from Manager or any third party during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed or performed by Owner or by Manager, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the waiving party. No express waiver shall waive any default other than the default specified in the express waiver. An express waiver waives the specified default only for the time and to the extent therein stated.

17.13 Owner's Liability Limited. Manager recognizes that Owner is a limited liability company. Manager expressly agrees, anything herein to the contrary notwithstanding, that each and all of the representations and agreements made by Owner are intended to bind only Owner's interest in the Project, and the rents and profits therefrom. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, any of the members, managers, shareholders, partners, directors, officers, employees or agents of Owner on account of any agreements of Owner contained in this Agreement.

17.14 Intentionally Deleted.

17.15 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party, said party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to ("**Force Majeure**"): strikes, riots, terrorist acts, acts of God, delay caused by the failure of a governmental agency to issue a building or occupancy permit despite diligent pursuit thereof, shortages of labor or materials because of priority or similar regulations or order of any governmental or regulatory body, war, or any other causes of any kind which are beyond the reasonable control of said party. Lack of funds or inability to obtain financing shall not be an event of Force Majeure.

17.16 Survival. All obligations (together with interest on monetary obligations at the Agreed Rate) accruing before expiration of the Initial Term or any Renewal Terms shall survive the expiration or other termination of this Agreement.

Additionally, Section 4.1 (Manager's Compensation), Section 9 (Compliance with Laws), and Section 10 (General Liabilities), will survive the expiration or other termination of this Agreement.

17.17 Quiet Enjoyment. Owner agrees that to its actual knowledge it is the fee simple owner and record title holder of all of the Project; that it has the full right, power and authority to execute this Agreement; that Manager, upon paying the Rent Installments and keeping all of the covenants of this Agreement, shall have the right (and all sublessees and all other permitted transferees shall have the right) to lawfully and quietly hold, occupy, and enjoy the Project during the Initial Term or any Renewal Terms without any interference from Owner or anyone claiming by, from or under Owner.

17.18 Brokers; Agency Disclosure. Owner and Manager each represent to the other that it has not been represented by any brokers or finders in connection with this Agreement. Owner and Manager shall each defend and hold harmless the other against all claims of brokers, finders or any like third party claiming any right to a commission or compensation in connection with this Agreement by or through the acts of that party, to the extent permitted by law.

17.19 Governing Law. This Agreement shall be governed by the laws of the state of Idaho.

17.20 Construction. Words and phrases used in the singular shall be deemed to include the plural and vice versa. Nouns and pronouns used in any particular gender shall be deemed to include any other gender. When the word "including" is used in this Agreement, it shall mean "including, but not limited to." Whenever words such as "herein," "hereunder," etc., are used in this Agreement, they shall mean and refer to this Agreement in its entirety and not to any specific section, paragraph or other part of this Agreement. The word "person" includes any natural person, corporation, firm, partnership, limited partnership, limited liability company, trust, estate, unincorporated organization, or other legal or business entity, however designated or constituted. "Business day" means days when national banks are open in Lewiston, Idaho. The caption of each section of this Agreement is for convenience of reference only, and in no way defines, limits or describes the scope or intent of such section.

17.21 Time Is of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

17.22 No Oral Amendments. This Agreement may be modified or amended only by an agreement in writing signed by the parties hereto. No receipt of money by Owner from Manager or any other person after termination of this Agreement, the service of any notice, the commencement of any suit or final judgment for possession of the Residences and the Project generally, shall reinstate, continue or

extend the Term of this Agreement, affect any such notice, demand or suit, or imply consent for any action for which Owner's consent is required, unless specifically agreed to in writing by Owner. Any amounts received by Owner may be allocated to any specific amounts due from Manager to Owner as Owner determines.

17.23 Exhibits. All exhibits now or hereafter attached to this Agreement are incorporated into this Agreement in full by this reference. Each party agrees to perform any obligations to be performed by it pursuant to the provisions of all such exhibits.

17.24 Recording. Neither party shall record this Agreement. Promptly after request of either party, the parties hereto will execute and deliver to each other a memorandum of Agreement, in recordable form, setting forth (a) the date of this Agreement; (b) the parties to this Agreement; (c) the Commencement Date and Expiration Date of the Initial Term; and (d) such other matters as are reasonably requested by either party to be stated therein. Either party may then record the memorandum of Agreement.

17.25 Limitation on Right of Offset. Except as herein provided, neither party shall have the right to offset and shall not reduce any amount owing to the other party under this Agreement, notwithstanding the existence of a bona-fide dispute between Owner and Manager, except that, if a party ("**Delinquent Party**") fails to pay any amount owing to the other party ("**Non-Delinquent Party**") on or before its due date on at least two occasions during any twelve (12) month period and the Non-Delinquent Party gives written notice after the second delinquency that it intends to exercise its right of offset, then, for a period of twelve (12) months following the second delinquency, any restrictions against offset contained in this Agreement shall not apply to Non-Delinquent Party and the Non-Delinquent Party may exercise against the Delinquent Party all rights of offset available at law or equity.

17.26 Manager's Furniture and Equipment. Only Owner and/or Manager shall have the right to transport into and maintain in the Residences furniture and equipment, whether owned or leased by Owner and/or Manager. Manager hereby covenants to include any and all relevant provisions in the Rental Agreement to effect the provisions of this Section 17.26. This section does not apply to the items of furniture and equipment described on Exhibit J.

17.27 Public Records. Owner and Manager acknowledge that all records, including but not limited to, design, construction, and Agreement documents will constitute public records. The Owner shall provide the Manager with a copy of all documents related to the design, construction and management of the Project.

17.28 Rules and Regulations. Manager shall perform, observe and comply with all reasonable nondiscriminatory rules and regulations established by Owner for the Residences and the Project generally from time to time.

17.29 Reserved.

17.30 Attorneys' Fees. If either party brings any lawsuit or arbitration proceeding to enforce or declare any rights under this agreement, including any appeal thereof, the party deemed as the prevailing party by the court or arbitrator hearing the matter shall be entitled to collect from the other party reasonable “**Attorney’s Fees**”. The Attorney’s Fees award shall not be computed in accordance with any court schedule, but shall be such to fully reimburse all Attorney's Fees reasonably incurred by the prevailing party.

18. Building Names.

Owner shall have the exclusive right, in its sole discretion and from time to time, to name the Building and any part of the Residences and the Project generally, which such names shall be included in the Owner Marks.

19. Authority of Manager.

Manager warrants that execution of this Agreement by Manager has been duly authorized by Manager’s board of trustees; and no further action, approval, legislative action or approval, or administrative action or approval, or any other action or approval of any kind, is necessary on the part of any branch or agency of the State of Idaho or on the part of Manager, to make this Agreement fully and completely binding upon Manager in accordance with its terms. If Manager does not have authority to enter into this Agreement in accordance with its terms, Manager shall be liable to Owner for all costs and damages arising from such breach of warranty and lack of authority described in this Section 19, and Owner shall have all remedies available to it as described for a Manager Event of Default as described in Section 11 of this Agreement.

20. Future Modifications.

This Agreement represents a new relationship between the parties and both parties recognize that mutually agreeable future modifications of some of its provisions because of unanticipated conditions, events or results, may be beneficial to both parties. Therefore, if a party believes that a provision of this Agreement should be modified, it will notify the other party of the proposed modification and the reason for that change. The parties will then discuss and consider the proposed modification in an effort to arrive at a mutually agreeable solution. However, unless and until the parties both execute a properly authorized and executed written amendment to this Agreement, nothing herein contained shall preclude a party from exercising all rights and remedies granted to that party under this Agreement, as validly amended, particularly including, but not limited to, the right to terminate this Agreement as provided herein.

21. Termination for Failure of Appropriations.

Owner understands that Manager and State of Idaho are governmental entities. Therefore, to the extent, if any, that Manager’s obligations hereunder are payable from

appropriated funds, this Agreement shall in no way or manner be construed so as to bind or obligate the Manager or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The Manager and State each reserves the right to terminate this Agreement in whole or in part if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Manager or State to continue such payments, or requires any return or "give-back" of funds required for the Manager to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending which results in insufficient funds. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Owner.

22. State Board Approval. This Agreement is subject to approval by the Idaho State Board of Education and shall not be effective or binding upon either of the parties until such approval is given. Once the necessary approval is given, this Agreement shall be effective from and after its Effective Date.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which counterparts shall together constitute a single agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the day and year first above written.

OWNER:

COLLEGE TOWN DEVELOPMENT IDAHO LLC,
a Washington limited liability company

By: COLLEGE TOWN HOUSING MANAGEMENT
LLC, a Washington limited liability company
Its: Managing Member

By: _____
Robert C. Brewster, Manager/Member

MANAGER:

OF

STATE OF IDAHO, ACTING BY AND THROUGH THE
STATE OF IDAHO BOARD OF EDUCATION AS BOARD
TRUSTEES FOR LEWIS-CLARK STATE COLLEGE

By: _____
Chet G. Herbst, Vice President
for Administrative Services
Lewis-Clark State College

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Robert C. Brewster, Jr.** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the manager/member of COLLEGE TOWN HOUSING MANAGEMENT LLC, a Washington limited liability company, managing member of COLLEGE TOWN DEVELOPMENT IDAHO LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2006.

(Signature of Notary Public)

(Printed Name of Notary Public)
My Appointment expires _____

STATE OF IDAHO)
) ss.
COUNTY OF NEZ PERCE)

On this _____ day of _____ 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared, CHET G. HERBST, known to me to be the Vice-President for Administrative Services of Lewis-Clark State College, whose name is subscribed to foregoing agreement and acknowledged to me that he executed the same for and on behalf of the Idaho State Board of Education.

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

(Signature of Notary Public)

(Printed Name of Notary Public)
My Appointment expires _____

**EXHIBIT A
LEGAL DESCRIPTION**

SITUATE IN NEZ PERCE COUNTY, STATE OF IDAHO TO WIT:

The East part of Lot 2, Block 29, of the City of Lewiston, according to the recorded official plat thereof now on file in the office of the County Recorder of Nez Perce County, Idaho, described as follows:

Commencing at a point on the South line of "E" Street, at the Northeast corner of said Lot 2, Block 29; thence West on the South line of "E" Street a distance of 28 feet; thence Southerly parallel with and 28 feet from the East line of Lot 2, Block 29, of said City of Lewiston, to the North line of Lot 4, of Acres known as Thatcher place; thence Easterly on the said North line of Lot 4 of Acres of said City of Lewiston to the Southeast corner of said Lot 2, Block 29 of said City of Lewiston; thence North on said East line of said Lot 2, Block 29, to the PLACE OF BEGINNING.

AND ALSO:

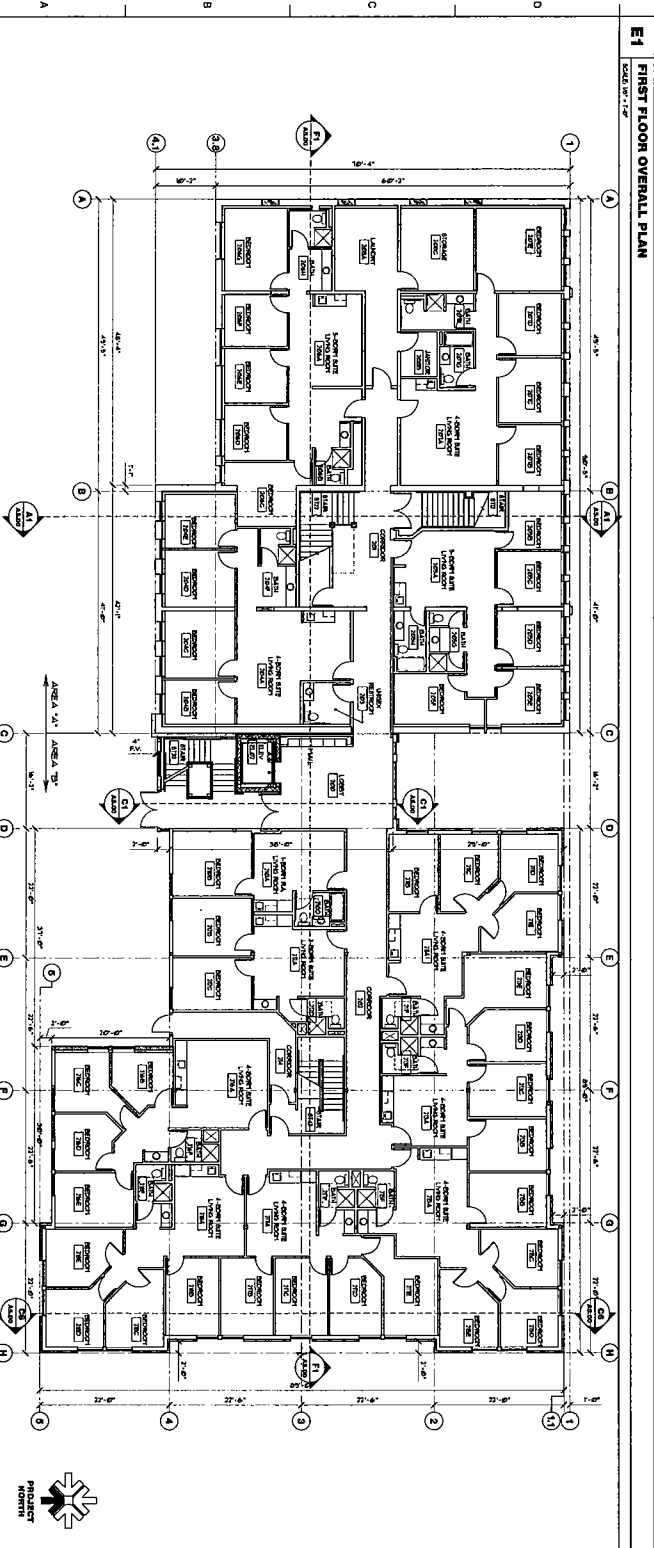
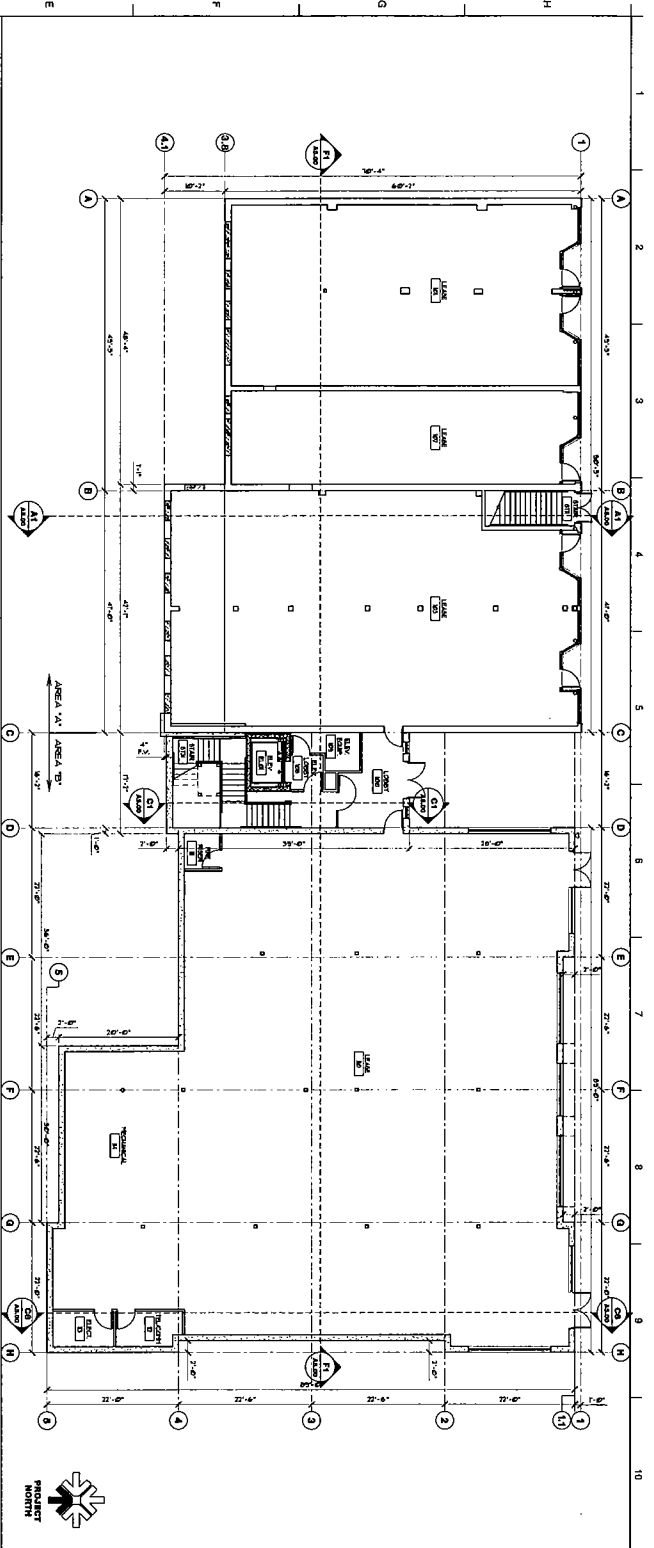
Part of Lot 2, Block 29, of the City of Lewiston, Nez Perce County, State of Idaho, according to the official plat of said City now on file in the office of the County recorder, of Nez Perce County, State of Idaho, commencing at a point on the South line of "E" Street at the Northeast corner of Lot owned by Eugene L. Alford in Lot 2, Block 29, of said City as disclosed by that certain Decree of Distribution in the matter of the Estate of A. H. Alford, deceased, recorded in Book 6 of Orders at page 173; thence East on said South line of "E" Street a distance of 32 feet to a point; thence Southerly parallel with and 28 feet from the East line of said Lot 2, Block 29 of said City of Lewiston to the North line of Lot 4 of Acres known as the Thatcher Place; thence Westerly on said North line of said Lot 4 of Acres to the Southeast corner of said Alford lot; thence Northerly on the East line of said Alford lot to the PLACE OF BEGINNING.

AND ALSO:

Lot 1, Block 29, ORIGINAL CITY OF LEWISTON, Idaho, according to the recorded plat thereof, ALSO; Commencing at the Southeast corner of Lot 1, Block 29 in the City of Lewiston, County of Nez Perce, State of Idaho; thence Easterly at right angles to the East line of said Lot 1 a distance of 16 feet; thence Northerly and parallel with the said East line of said Lot a distance of 30 feet; thence Northerly a distance of 94.5 feet to a point on said East line of said Lot 1, which point is also the present Southeast corner of the building known as the Weisgerber Building; thence Southerly along the East line of said Lot 1 in said Block 29 to the PLACE OF BEGINNING, said strip of land begin formerly a part of the 5th Street in said City of Lewiston.

**EXHIBIT B
PLANS AND SPECIFICATIONS**

GENERAL NOTES



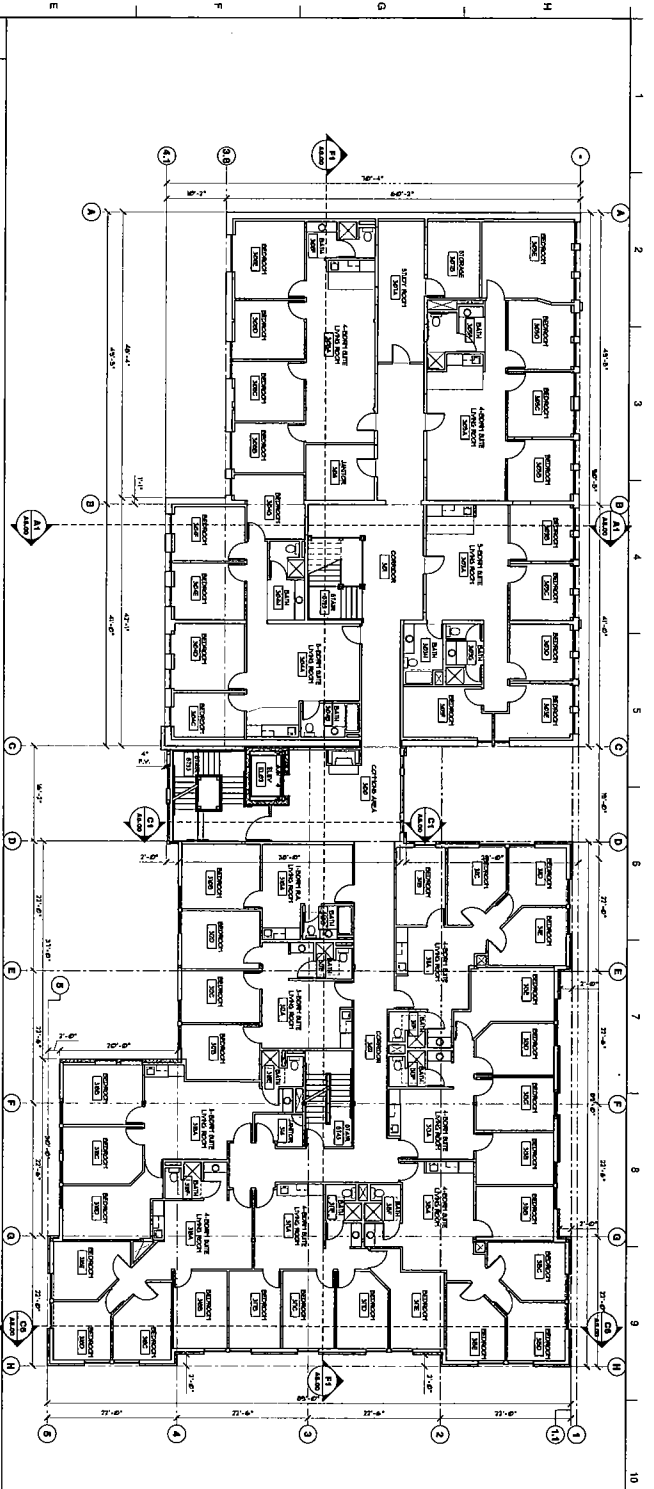
CONOVERBOND HOUSING
CONOVERBOND HOUSING
LIBERTY, MISSISSIPPI

DESIGN WEST ARCHITECTS, P.A.
12000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: (303) 333-1115
FAX: (303) 333-1116
WWW.DESIGNWESTARCHITECTS.COM

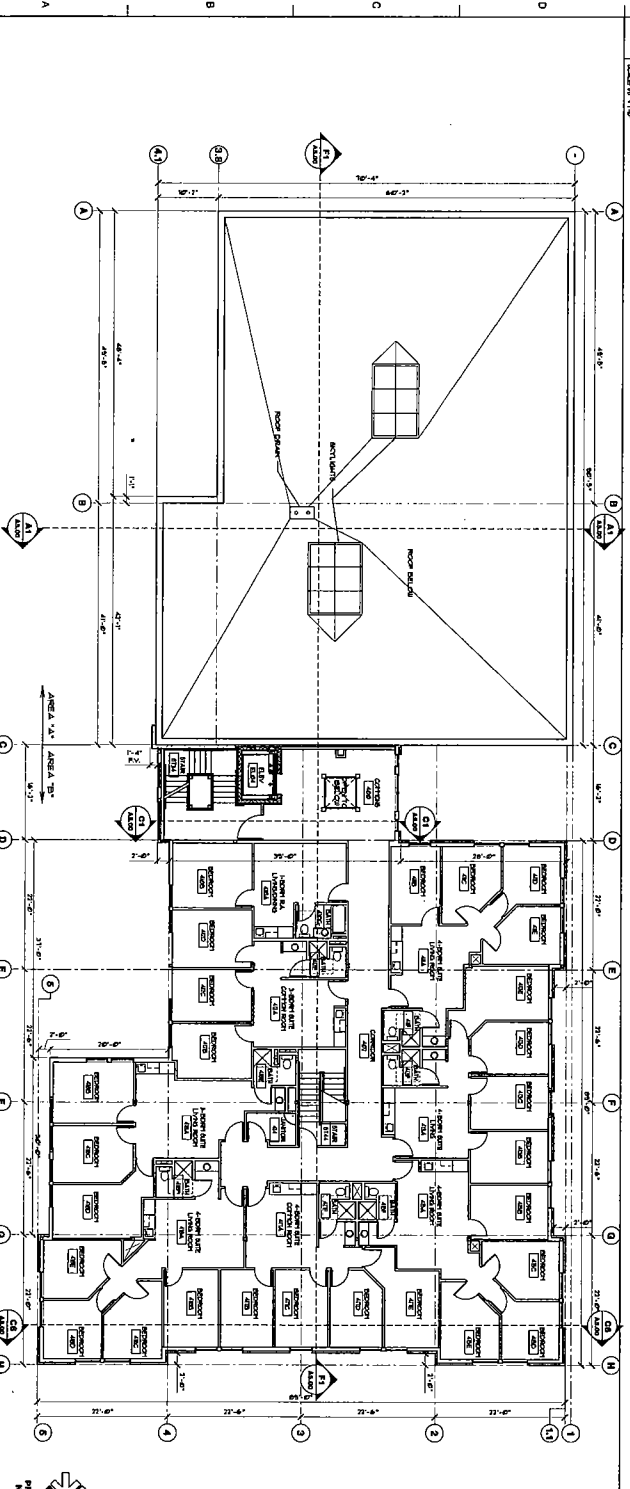
PROJECT NO. A3.21

DESIGN WEST ARCHITECTS, P.A.
12000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: (303) 333-1115
FAX: (303) 333-1116
WWW.DESIGNWESTARCHITECTS.COM

DESIGN WEST ARCHITECTS, P.A.
12000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: (303) 333-1115
FAX: (303) 333-1116
WWW.DESIGNWESTARCHITECTS.COM



GENERAL NOTES



CONOVERBOND HOUSING
410 MAIN STREET, FALLS CHURCH, VA 22046
TEL: 703.271.1234 FAX: 703.271.1235
WWW.CONOVERBOND.COM

DESIGN WEST
ARCHITECTS, P.A.
500 N. GLENN STREET, SUITE 100
FALLS CHURCH, VA 22046
TEL: 703.271.1234 FAX: 703.271.1235
WWW.DESIGNWESTVA.COM

THIRD/FOURTH OVERALL PLANS
AS.22

**EXHIBIT C
OWNER FF&E SCHEDULE**

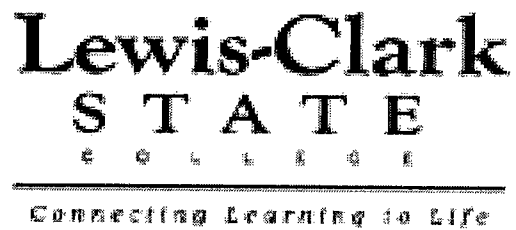
**Clearwater Hall
FFE Schedule**

Floor	Suite	Beds	Desks	Desk Chairs	Wardrobes	Couch	Loveseat	Chair	Dining Table	Dining Chairs	Refrigerators	Microwaves
2	204	5	5	5	5	1			1	2	1	1
	205	5	5	5	5	1			1	2	1	1
	206	4	4	4	4	1			1	2	1	1
	207	4	4	4	4	1			1	2	1	1
	210	1	1	1	1		1		1	2	1	1
	211	4	4	4	4	1			1	2	1	1
	212	2	2	2	2		1		1	2	1	1
	213	4	4	4	4	1			1	2	1	1
	215	4	4	4	4	1			1	2	1	1
	216	4	4	4	4	1			1	2	1	1
	217	4	4	4	4	1			1	2	1	1
	218	4	4	4	4	1			1	2	1	1
	Lounge					1		2				
	303	4	4	4	4	1			1	2	1	1
3	304	5	5	5	5	1			1	2	1	1
	305	5	5	5	5	1			1	2	1	1
	308	4	4	4	4	1			1	2	1	1
	310	1	1	1	1		1		1	2	1	1
	311	4	4	4	4	1			1	2	1	1
	312	3	3	3	3		1		1	2	1	1
	313	4	4	4	4	1			1	2	1	1
	315	4	4	4	4	1			1	2	1	1
	316	3	3	3	3		1		1	2	1	1
	317	4	4	4	4	1			1	2	1	1
	318	4	4	4	4	1			1	2	1	1
	Lounge					1		2				
	410	1	1	1	1		1		1	2	1	1
	411	4	4	4	4	1			1	2	1	1
4	412	3	3	3	3		1		1	2	1	1
	413	4	4	4	4	1			1	2	1	1
	415	4	4	4	4	1			1	2	1	1
	416	3	3	3	3		1		1	2	1	1
	417	4	4	4	4	1			1	2	1	1
	418	4	4	4	4	1			1	2	1	1
	Lounge					1		2				
	Totals	117	117	117	117	27	8	6	32	64	32	32

EXHIBIT D

“Intentionally Deleted”

EXHIBIT E
MONTHLY REMITTANCE



<p>College Town Monthly Remittance Form</p>
--

To: Name
Mailing address

For: The Month
of September

Date: September 1, 200x

Check # 999999

Headcount: xx

Rate: \$xxx.xx

Total	<u>\$xx,xxx.xx</u>
--------------	--------------------

**EXHIBIT F
ANNUAL BUDGET**

**Lewis-Clark State College
College Town Residence Hall
Lease Year Budget**

Revenues:

Student Housing Charges	\$XXXXXX
Management Fee From Owner	<u>XXXX</u>
Total Revenues	\$XXXXXX

Expenditures:

Rental Installments to Owners	\$XXXXXX
Payments to Owners for RA rooms	XXXXX
Custodial Supplies	XXXXX
Maintenance	XXXX
Trash Removal	XXXX
FF&E Repairs	XXXX
Miscellaneous	<u>XXXX</u>
Total Expenditures	<u>XXXXXX</u>
Net Operating Results	\$ <u>XXX</u>

EXHIBIT G
RESIDENCE HALL TERMS AND CONDITIONS

RESIDENCE HALL TERMS AND CONDITIONS

I. HOUSING DEPOSIT

A. A \$100 deposit must accompany the application for student housing. Deposit and contract must be received by before a room assignment will be made. Deposit will not be applied toward room or meal plan charges. When the student leaves the residence hall, the deposit will be refunded less any charges for loss and/or damage to college property or payments for room and board, student fees, other delinquent college obligations or premature termination of contract.

II. ACTIVITY FEE

A non-refundable activity fee of \$15 per semester is required of all residence hall students. This fee will be collected when the student pays for room and board.

III. ELIGIBILITY

An individual must be admitted by the College. A student must also be registered for and maintain a minimum of 12 credit hours at LCSC during the contracted period.

IV. PERIOD OF CONTRACT

A student may contract to live in a LCSC Residence Hall for the full academic year or one semester (See Section XVIII, Vacation Periods, for exception). Contractual period begins when LCSC receives a completed housing contract and ends as stated in the contract. All academic year contracts automatically expire on the final day of spring semester exams. Housing for the following year requires completion of a new contract.

V. ROOM AND BOARD PAYMENT/COLLECTION

A. Room and board costs are due on the second official day of the Fall/Spring semester.

B. Late fees will be assessed beginning on the third day of the semester to accounts that are not paid in full or have a signed payment plan contract.

C. Failure to pay room and board costs may result in the withholding of meals AND the termination of this contract by the college.

D. Delinquent accounts will be referred to a commercial collection agency. In addition to any balance owed to the college, you are responsible for the costs of collection, including interest, penalties, collection agency fees, court costs and attorney fees.

VI. CANCELLATION PRIOR TO OCCUPANCY

All cancellations must be received in writing at the Office of Residence Life on the date designated below.

Fall Semester

Cancellation received by June 15	Full Refund
Cancellation received by June 16-July 15	\$50.00
Cancellation received after July 15	No Refund

Spring Semester

Cancellation received by December 15	Full Refund
Cancellation received by Dec. 16-Dec. 31	\$50.00

VII. OCCUPANCY

Occupancy occurs when student has been issued a key to his/her room and/or completed and signed the room inventory form. Actual physical occupancy of the room by student and/or placement of student's possessions within the room is not necessary to constitute occupancy.

VIII. TERMINATION OF CONTRACT BY COLLEGE

The College may terminate the contract under the following conditions:

A. Student fails to comply with the rules and regulations set forth in this Contract, Student Code of Conduct, the Residence Hall Handbook, or other College policies, or any applicable, local, state or federal law.

B. Student fails to pay room and board fees when due.

C. Student misrepresents information on this Contract or other Lewis-Clark State College documents.

D. Student breaches, violates, fails to perform or otherwise is in default of any of the terms and conditions of this Contract. The college specifically reserves the right to immediately remove any individual from the Residence Hall premises if the College, in its sole discretion, determines that the individual presents an immediate danger to himself/herself or others.

IX. TERMINATION OF CONTRACT (AFTER OCCUPANCY)

Students who wish to terminate this contract prior to the end of the contract period are subject to the following terms and conditions (in all cases, the deposit will be forfeited):

A. Under all conditions a Petition for Contract Release must be completed with the Office of Residence Life. This includes students who are getting married, transferring, or withdrawing from the College. Approval or non-approval of the petition is contingent upon meeting the criteria set forth in the petition. Termination of the contract is not guaranteed.

B. A student whose petition is denied shall be obligated for the full amount of the room contract.

C. Students who are required to leave the residence hall due to disciplinary action are still responsible for the entire semester or academic year room rent.

D. Formal check-out with a staff member is required.

X. ROOM REFUND SCHEDULE

This refund schedule is limited to Clark Hall and Parrish House for the 2006-2007 academic year. It does not include the suite-style residences. Refunds for approved housing terminations are based on the following schedule:

Refunds after date of official check-out for approved terminations of the contract, are subject to the following schedule:

FALL SEMESTER

August 25 - September 11	70% refund
September 12 - September 24	60% refund
September 25 - October 23	40% refund
October 24 - November 23	20% refund
November 24 - end of semester	No refund

SPRING SEMESTER

January 12 - February 12	60% refund
February 13 - March 12	40% refund
March 13 - April 16	20% refund
April 17 - end of semester	No refund

XI. GENERAL RESIDENCE HALL REGULATIONS

Occupancy in a hall is a privilege extended to the student by the College. The continuation of this privilege is dependent upon the student's reasonable and satisfactory personal conduct and observance of College regulations.

No Alcohol: No alcohol is permitted in the residence halls. Students as individuals on or off campus are subject to the state law and city ordinances pertaining to the possession and consumption of alcoholic beverages and controlled substances. Students are also subject to the State Board of Education Alcohol policy, which is outlined in detail in the Residence Hall Handbook.

Firearms/Weapons/Explosive Substances: Firearms, weapons, explosive substances & devices are prohibited in the residence halls and surrounding areas, including in private vehicles parked on College property. Weapons include, but are not limited to, knives, steel-tipped darts, pellet or BB guns, paintball guns, sling shots, arrows, axes, machetes, numchucks, swords, and throwing stars. Fireworks, gunpowder, explosives, gasoline and other hazardous chemicals or flammable liquids are also prohibited within the residence halls and surrounding areas.

Fire Safety Equipment: Students found to be tampering, damaging or in any way using fire equipment or safety apparatus for other than its intended use may be dismissed from the residence hall, fined and subject to further action by College authorities.

Group Billing: Where individual responsibility for damages to College property can be determined, the individual will be charged. Fines for common area damage will be assessed to the student(s) of the room/floor/hall involved. Willful and/or malicious damaging or stealing of College property is cause for contract cancellation under the terms listed in Section IX, Termination of Contract by College.

Occupants: The room is to be occupied only by the

Right of Entry: The College respects the student's right to privacy; however, the College reserves the right to enter a student's room at any time for health, safety, welfare, and maintenance purposes. Advance notice is given whenever possible. However, in cases where there is probable cause to believe that the student is or has been violating College and/or residence hall regulations, the College can enter a student's room. This right is exercised with great discretion.

XII. COLLEGE REGULATIONS

All students are held responsible for knowing the College regulations and information set forth in the College Catalog, Student Code of Conduct and Residence Hall Handbook. All College rules and regulations as well as residence hall regulations are specifically made a part of the contract by reference.

XIII. ROOM AND BOARD COSTS

All room and board costs, as approved by the State Board of Education, supersede all other information regarding costs. The College reserves the right to change rates. All parties to this agreement agree that room and board rates shall be those approved by the State Board of Education.

XIV. PERSONAL PROPERTY AND LIABILITY

The College shall not be liable for loss of or damage to student's personal property, wherever situated, due to fire, smoke, theft, water or any other casualty or cause. Students are encouraged to provide insurance against loss or damage to their personal property.

XV. FOOD SERVICE

A. Residents of Clark and Talkington Halls are required to maintain a meal plan during the rate period selected.

B. Meal service is not provided during Thanksgiving, Winter, and Spring breaks.

C. Flex dollars Flex dollar plans are included in the suite-style residence halls.

XVI. ROOM ASSIGNMENT

A. The College reserves the right, at its sole discretion, to make assignments and re-assignments of space within the residence halls and to authorize or deny room and roommate changes and to relocate students to or from any room or residence hall.

B. Students occupying a room as a single, but paying for a double will be required to move to a new room, acquire a roommate or pay for a double room as a single room, which will cost an additional \$325 per semester.

C. Any student who is assigned but fails to officially check into the hall by the first hour of classes each semester will forfeit the full amount of the deposit and the room will be reassigned.

XVII. VACATION PERIODS

The on-campus residence halls are officially closed between fall and spring semesters. If housing is offered during this time, students will be charged an additional room rent.

XVIII. ENFORCEMENT & RECOVERY OF ROOM

In the event the College should find it necessary to bring legal proceedings to recover possession of the student's room, or to enforce any of the terms of this contract, including the recovery of damages or charges, the student agrees to pay all reasonable attorney's fees, costs and expenses so incurred by the College.

XIX. CONTRACT TRANSFERS

Any student may, at any time, transfer their contract to another registered, continuing, off-campus student who has not otherwise contracted for housing with the College. Eligible parties must obtain approval for the transfer and complete the transfer process together at the Residence Life office. The physical transfer may take place only after proper approval has been granted and all applicable paperwork has been completed.

EXHIBIT H
2006-2007 HOUSING CONTRACT

Lewis-Clark STATE

Residence Hall Contract

Instructions: Please read all sections of this contract before signing: **By signing below I acknowledge that I have read, understand, and agree to all terms and conditions of this contract. Completion of this contract does not guarantee availability of a residence hall space. NO ALCOHOL is permitted in the residence halls.**

Residence Hall Assignment: _____ Date Assigned: _____

To be assigned by Residence Hall Staff ONLY.

CONTACT INFORMATION

Last/Family Name: _____ First/Given Name: _____

Permanent Mailing Address: _____

City: _____ State/Province: _____ Postal Code: _____

Country (if applicable): _____ Home Telephone (include area code): _____

Email Address: _____ Cell Phone No.: _____

Student ID#: _____

PERSONAL INFORMATION

Date of Birth: _____ Gender: ☐ Male ☐ Female

Are you an LCSC athlete: ☐ Yes ☐ No Sport: _____

Please list any physical or medical conditions that should be considered in making a hall/room assignment or that might be necessary to know in case of an emergency:

CLASS: ☐ Freshman ☐ Sophomore ☐ Junior ☐ Senior GPA (required field): _____

PAYMENT OPTIONS

LCSC Residence Halls are reserved by the SEMESTER or by the YEAR. If you choose the YEAR option, you will need to pay the full amount during the fall semester. Please indicate your choice of payment below:

☐ SEMESTER ☐ YEAR Please indicate which semester & year you are entering _____
i.e. Fall 2006; Spring 2007

This section is for the Institute of Intensive English Language ONLY. Please check the session(s) you will need a residence hall room.

IIE Student: ☐ Fall 1 ☐ Fall 2 ☐ Spring 1 ☐ Spring 2 ☐ Summer 1 ☐ Summer 2 YEAR _____

MEAL PLAN OPTIONS:

Meal Plan A - Unlimited dinners and weekends throughout semester + \$450 Flex

Meal Plan B - Unlimited dinners and weekends throughout semester + \$350 Flex

Meal Plan C - Unlimited dinners and weekends throughout semester + \$250 Flex

Commuter Plan - Clearwater Hall, College Place, Parrish House & CAMP House ONLY = \$500 Flex

Clark Hall residents must purchase Meal Plan A, B or C.

Rates are listed on the website at: <http://www.lcsc.edu/reslife/Rates%202006-2007.htm>

ROOMMATE PREFERENCE

To accommodate your roommate preference, both you and your roommate should send in your contracts within the same time period. I choose to live with: _____

Would you be interested in living with someone of a different cultural or racial background? ☐ YES ☐ No

Please complete the Personal Preferences listed below. We attempt to match students with similar likes and dislikes to the best of our ability.

PERSONAL PREFERENCES

Words that Best Describe Me

Outgoing/social
Value more quiet/solitude

Sleeping Habits

I am an early morning person.
I am a late night person.

Preferred Room Condition

Perfectly clean
Reasonably straight
Messy
It doesn't matter

Preferred Study Location

In my room
In the library
With music

Intended Major
Personal Interests
Sports/Recreation Interests
Types of music I like
Smoking

Do you smoke? Yes No
Object to it? Yes No

Drinking

Do you drink alcoholic beverages? Yes No
Object to it? Yes No

In which Residence Hall would you prefer to live? Please rank 1- first choice; 2 –second choice, etc.

- _____ College Place – 4 person suites, 88 bed facility with shared kitchenette & living space (4 single bedrooms in each suite); located on 4th Street across from LCSC Bookstore.
- _____ Clearwater Hall - 4 person suites, 117 bed facility with shared kitchenette & living space (3-5 single bedrooms in each suite); Located in beautiful downtown and approximately 5 blocks from the campus, this hall has a private study lounge and furnished suites.
- _____ Parrish House (co-ed) Upperclassman; 3.0 GPA or higher – Houses 29 students
- _____ Clark Hall (co-ed) – Houses 78 students

Student Signature _____

Date _____

Parent/Guardian Signature (if under 18 years old) _____ Date _____

Please mail this signed and completed contract with the \$100 room deposit
(If paying by credit card, please remit \$103.00 to cover credit card charges. The refund amount will be \$100)
to: CONTROLLER'S OFFICE--LEWIS-CLARK STATE COLLEGE--500 8TH AVENUE
LEWISTON, ID 83501

For Cashier's Office Use Only:

Deposit \$
GR#
Date

For Residence Life Office Use Only:

--

**EXHIBIT I
SIGNAGE CRITERIA**

Signage Criteria.

Exterior: Following Landlord's consent, Tenant shall have the right to place on the exterior of building and windows and at Tenant's sole expense, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the premises resulting from the installation or removal of signs installed by Tenant.

Interior: Tenant need not seek Landlord's consent for signage placed on the interior of the building (but excluding the windows), provided that said signage is installed only in that portion of the project administered by the Tenant. Tenant shall repair all damage to the premises resulting from the installation or removal of signs installed by Tenant.

EXHIBIT J

DESCRIPTIONS OF ITEMS OF PERMITTED FURNITURE AND EQUIPMENT

Student Tenants will be permitted to bring the following items and similar items of furniture and equipment into the Units and the adjoining Common Rooms occupied by them:

Electric Fan
Stereo (but not an entertainment center cabinet)
Small Television
Computer, printer and similar computer peripherals
Beanbag chair or small chair
Desk lamp
Clock
Small chair, such as a folding chair
Stand alone bookshelf – small (limited to room size)
Card table & chairs

Clearwater Hall
Potential Financing

BACKGROUND

Lewis-Clark State College has analyzed the possible purchase of Clearwater Hall. If an offer is authorized, State Board approval will be sought for financing terms.

DISCUSSION

Upon Board approval, LCSC will seek to obtain funds to purchase this facility via the issuance of a tax exempt student fee revenue note. At this date it is anticipated that the terms and conditions of this financing would approximate the following:

Borrower:	Lewis-Clark State College
Buyer:	Wells Fargo Brokerage Services, LLC or its assignee
Project:	Purchase of Clearwater Hall from a private investor
Total Project Costs:	\$3.8 million (estimated)
Costs of Issuance	Responsibility of Borrower
Amount to be Financed	100%
Term	15 years (27 year amortization with refinancing at 15 years)
Interest Rate	4.9% (estimated)
Payment Amount	\$253,000 (estimated)
Amount to Refinance	\$820,000 (estimated)
Anticipated Funding Date	June 2008

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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

I. Real and Personal Property and Services

1. Authority

- a. The Board may acquire, hold, and dispose of real and personal property pursuant to Article IX, Section 2 and Article IX, Section 10, Idaho Constitution, pursuant to various sections of Idaho Code.
- b. Leases of office space or classroom space by any institution, school or agency except the University of Idaho are acquired by and through the Department of Administration pursuant to Section 67-5708, Idaho Code.
- c. All property that is not real property must be purchased consistent with Sections 67-5715 through 67-5737, Idaho Code, except that the University of Idaho may acquire such property directly and not through the Department of Administration. Each institution, school and agency must designate an officer with overall responsibility for all purchasing procedures.
- d. Sale, surplus disposal, trade-in, or exchange of property must be consistent with Section 67-5722, Idaho Code, except that the University of Idaho may dispose of such property directly and not through the Department of Administration.
- e. If the executive director finds or is informed that an emergency exists, he or she may consider and approve a purchase or disposal of equipment or services otherwise requiring prior Board approval. The institution, school or agency must report the transaction in the Business Affairs and Human Resources agenda at the next regular Board meeting together with a justification for the emergency action.

2. Acquisition of Real Property

- a. Any interest in real property acquired for the University of Idaho must be taken in the name of the Board of Regents of the University of Idaho.
- b. Any interest in real property acquired for any other institution, school or agency under the governance of the Board must be taken in the name of the state of Idaho by and through the State Board of Education.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

- 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.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

LEWIS-CLARK STATE COLLEGE

SUBJECT

LCSC requests approval to sell its property at 504 6th Ave ("York House")

REFERENCE

April 2005

Board approved LCSC request to purchase three adjacent properties, including the subject property at 504 6th Ave, Lewiston, Idaho.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.1 & V.I.5.b.(3)

BACKGROUND

Board approval would enable LCSC to divest itself of a property which is no longer deemed necessary for program support and which is not suited for a student rental property.

DISCUSSION

The property in question is a stately home in the Normal Hill neighborhood, located approximately one block north of LCSC's Lewiston campus. The College acquired the property, already configured and used as a bed-and-breakfast, to provide a practical laboratory for students in LCSC's hospitality management program. A faculty member within the Business Technology and Service division championed the project and oversaw day-to-day management of the re-named "York House" in conjunction with his instructional duties with students in the program, who used the operation as a laboratory resource. With the recent departure of the faculty member who oversaw the operation, and with the subsequent refocusing and realignment of duties within the division and this program, it is not practical for the College to invest in additional personnel to carry out marketing responsibilities and housekeeping duties for an in-house bed-and-breakfast operation. Students will continue to have hands-on laboratory experience through internship programs with commercial hotel and restaurant operators in the region, providing needed breadth of experience and making best use of scarce support dollars.

LCSC plans to continue York House operations until the end of May 2008, so as not to disrupt currently-planned laboratory operations or cancel current bookings. Therefore, subject to Board approval, a new appraisal of the property would be accomplished (the property was last appraised at \$250,000 in February 2005) and would be put on the market effective June 1, 2008.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 17-18, 2008

IMPACT

Sale of the property would not disrupt LCSC's Hospitality Management program. Funds formerly allocated to support operation of the facility (which complemented income received for lodging and meals from York House guests and special event fees) would be available to support higher priority program needs. Proceeds from sale of the property would be used to support the College's strategic needs and support core mission areas.

ATTACHMENTS

Attachment 1 – Overhead photo showing property location (high)	Page 3
Attachment 2 – Overhead photo showing property location (low)	Page 4
Attachment 3 – Exterior photo	Page 5
Attachment 4 – Exterior photo	Page 6
Attachment 5 – Interior photo	Page 7
Attachment 6 – Interior photo	Page 8
Attachment 7 – Feb 2005 appraisal of property	Page 9

STAFF COMMENTS AND RECOMMENDATIONS

The appraised value of the property as of March 15, 2005 was \$270,000. According to the April 2005 agenda, the house is near the LCSC campus, making it valuable to the college as a rental unit. The purchase of this house was to be amortized over 20 years with monthly revenue exceeding payments.

According to the college, the York House was never intended to be rented as a single-family or student unit but rather on a nightly basis as a bed-and-breakfast. LCSC has typically acquired only inexpensive properties for student or family rentals, and the York House isn't ideally-suited for multiple-student housing. The maintenance costs would also offset any rent payments received.

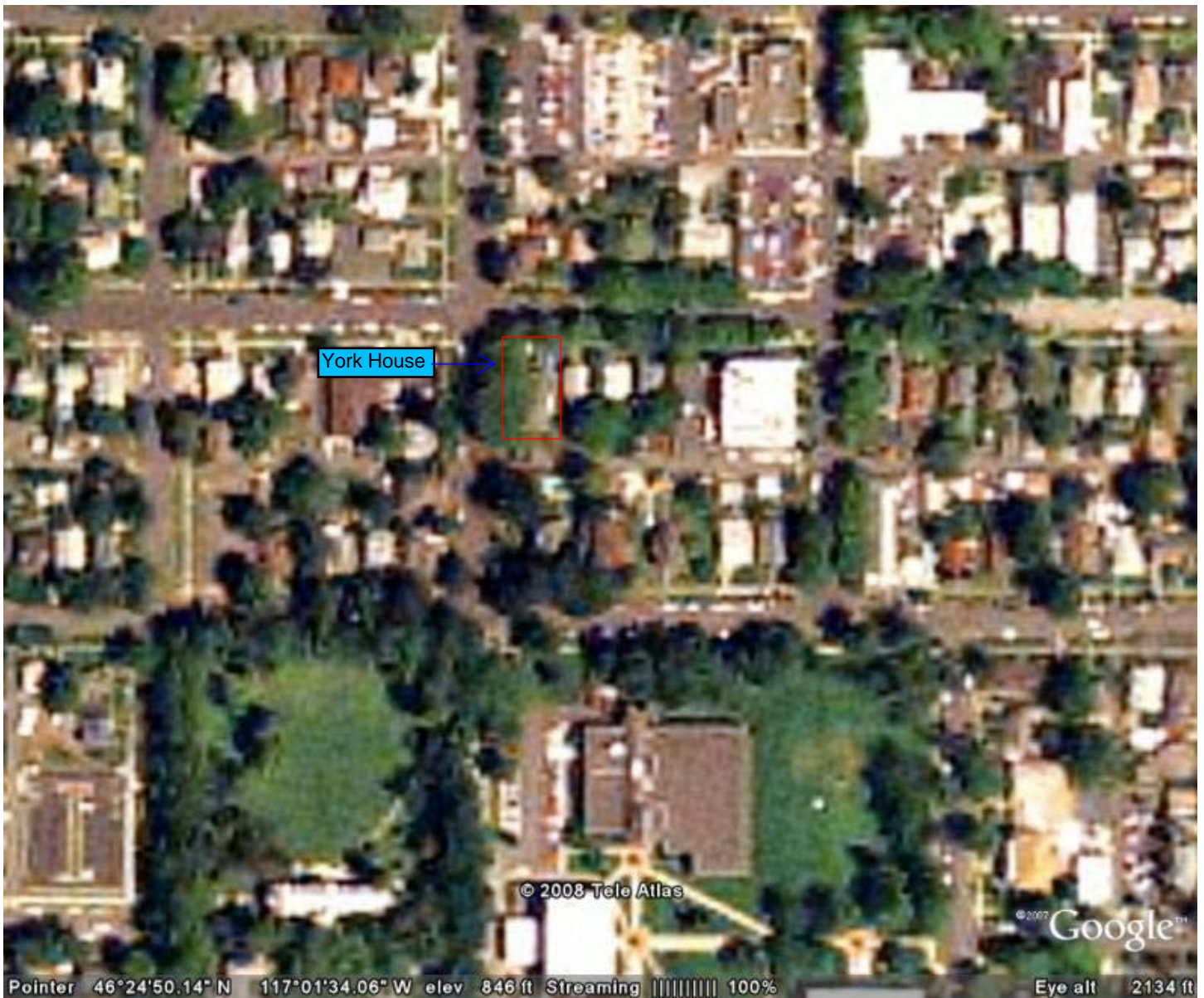
Staff recommends approval.

BOARD ACTION

A motion to approve the request by Lewis-Clark State College to sell the property located at 504 6th Avenue, Lewiston, Idaho. Sale closing would be subject to results of a new appraisal of the property and the Board's review and approval of a purchase agreement following receipt of an offer.

Moved by _____ Seconded by _____ Carried Yes _____ No _____













FROM:

ANDY JOHANSEN & JOSEPH W. SCOTT
WESTERN APPRAISALS
1014 MAIN STREET
LEWISTON, ID 83501

Telephone Number: (208)746-9891

Fax Number: (208)746-9895

INVOICE**INVOICE NUMBER**

RL5285

DATE

02/28/2005

REFERENCE

Internal Order #: RL5285

Lender Case #:

Client File #:

Main File # on form: RL5285

Other File # on form: SUMMARY APPRAISAL RPT

Federal Tax ID: 82-0480131

Employer ID:

TO:

JULIE CREA
LEWIS-CLARK STATE COLLEGE
ADMINISTRATIVE SERVICES
500 8TH AVENUE
LEWISTON, ID 83501

Telephone Number: 208-792-2240

Fax Number: 208-792-2077

Alternate Number:

E-Mail:

DESCRIPTION

Lender: LEWIS-CLARK STATE COLLEGE

Client: LEWIS-CLARK STATE COLLEGE

Purchaser/Borrower: N/A

Property Address: 504 6th Ave

City: LEWISTON

County: NEZ PERCE

State: ID

Zip: 83501-2423

Legal Description: LEWISTON: NORTH PARK PLACE, W 10' LOT 6 BLOCK 2 AND LOT 7

FEES**AMOUNT**

FULL SUMMARY APPRAISAL REPORT 1004

800.00

SUBTOTAL

800.00

PAYMENTS**AMOUNT**

Check #:

Date:

Description:

Check #:

Date:

Description:

Check #:

Date:

Description:

SUBTOTAL**TOTAL DUE**

\$

800.00



APPRaisal OF REAL PROPERTy

LOCATED AT:

504 6th Ave
LEWISTON: NORTH PARK PLACE, W 10' LOT 6 BLOCK 2 AND LOT 7
LEWISTON, ID 83501-2423

FOR:

LEWIS-CLARK STATE COLLEGE
ADMINISTRATIVE SERVICES
LEWISTON, ID 83501

AS OF:

2/17/2005

BY:

ANDY JOHANSEN & JOSEPH W. SCOTT
WESTERN APPRAISALS
1014 MAIN STREET
LEWISTON, ID 83501
(208) 746-9891

Valuation Section

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. RL5285

COST APPROACH

ESTIMATED SITE VALUE = \$20,000

ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:

Dwelling2,683 Sq. Ft. @ \$76.47 = \$205,169

Sq. Ft. @ \$ =

APPLIANCES, FIREPLACE, PORCHES, PATIO, ETC = 12,500

Garage/Carport702 Sq. Ft. @ \$24.45 = 17,164

Total Estimated Cost New = \$234,833

LessPhysicalFunctionalExternal

Depreciation70,450 = \$70,450

Depreciated Value of Improvements = \$164,383

"As-is" Value of Site Improvements = \$67,500

INDICATED VALUE BY COST APPROACH = \$251,883

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): SITE VALUE BASED ON REVIEW OF RECENT LAND SALES. COST DEVELOPED FROM MARSHALL AND SWIFT COST MANUAL. VERIFIED BY APPRAISER'S FILES AND LOCAL COST DATA. PHYSICAL DEPRECIATION IS BASED ON AGE/LIFE METHOD ADJUSTED FOR LOCAL MARKET. PLEASE SEE ATTACHED SKETCH FOR HOUSE DIMENSIONS. CONTRIBUTORY VALUE OF GUEST HOUSE IS INCLUDED IN THE "AS-IS" VALUE OF SITE IMPROVEMENTS.

ECONOMIC LIFE: 35 YEARS REMAINING.

SALES COMPARISON ANALYSIS

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
504 6th Ave AddressLEWISTON, ID		725 PROSPECT AVENUE LEWISTON, ID		511 7TH AVENUE LEWISTON, ID		1411 8TH AVENUE LEWISTON, ID	
Proximity to Subject		0.23 miles		0.05 miles		0.67 miles	
Sales Price		\$195,000		\$300,000		\$185,000	
Price/Gross Living Area		\$98.48		\$92.54		\$80.50	
Data and/or Verification Source		MLS LISTING AGENT		MLS LISTING AGENT		MLS LISTING AGENT	
VALUE ADJUSTMENTS		DESCRIPTION+(-)\$ Adjust.		DESCRIPTION+(-)\$ Adjust.		DESCRIPTION+(-)\$ Adjust.	
Sales or Financing Concessions		CONVENTIONAL		CONVENTIONAL		CONVENTIONAL	
Date of Sale/Time		03-04+4,400		06-03+8,000		06-03+8,000	
Location		LEWISTON		LEWISTON		LEWISTON	
Leasehold/Fee Simple		FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site		0.16 AC		0.20 AC		0.26 AC	
View		GOOD-5,000		LOCAL		LOCAL	
Design and Appeal		2 STY		2 STY		2 STY	
Quality of Construction		AVERAGE		GOOD-20,000		AVERAGE	
Age		1932 EFF 1980-5,000		1910 EFF 1980-5,000		1925 EFF 1970	
Condition		AVERAGE		AVERAGE PLUS-10,000		AVERAGE	
Above Grade		TotalBdrmsBaths		TotalBdrmsBaths		TotalBdrmsBaths	
Room Count		933		743		742+1,200	
Gross Living Area		1,980 Sq. Ft.+11,300		3,242 Sq. Ft.-8,900		2,298 Sq. Ft.+6,200	
Basement & Finished Rooms Below Grade		468 SF-1,300		1152 SF-4,800		1334 SF-5,700	
		0 FIN		844 FIN-3,800		1334 FIN-9,300	
Functional Utility		AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling		GFA/CAC		G RAD/CAC		GFA/CAC	
Energy Efficient Items		AVERAGE		AVERAGE		AVERAGE	
Garage/Carport		1 GAR/ATT+2,500		3 GAR/DET-2,500		NONE+5,000	
Porch, Patio, Deck, Fireplace(s), etc.		PATIO+2,000		PORCHES		PATIO,PORCH+1,000	
		2 FRPL		2 FRPL		NONE+2,000	
Fence, Pool, etc.		FENCE		FENCE		NONE+500	
Extra Amenities		UGSS+45,000		UGSS+45,000		SMALL GUEST HOUSE+35,000	
Net Adj. (total)		+53,900		+2,000		+43,900	
Adjusted Sales Price of Comparable		Net 27.6 % Gross 39.2 %\$248,900		Net 0.7 % Gross 36.0 %\$298,000		Net 23.7 % Gross 39.9 %\$228,900	
Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): SEE ADDITIONAL SALE AND COMMENTS ON NEXT PAGE.							

ITEMSUBJECTCOMPARABLE NO. 1COMPARABLE NO. 2COMPARABLE NO. 3

Date, Price and Data7/12/2004, \$295,000CURRENTLY LISTED FOR \$225,000NONE KNOWNNONE KNOWN

Source, for prior salesLISTING WITHDRWN51 DAYS ON MARKET

within year of appraisal172 DAY ON MARKET

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:
SALES COMPARABLES HAVE NOT RESOLD IN THE PAST YEAR. SUBJECT WAS LISTED FOR \$295,000 BEGINNING 7/12/2004 AND WITHDRAWN AFTER 172 DAYS ON MARKET.

INDICATED VALUE BY SALES COMPARISON APPROACH\$250,000

INDICATED VALUE BY INCOME APPROACH (if Applicable)Estimated Market Rent\$N/A/Mo. x Gross Rent MultiplierN/A=\$N/A

RECONCILIATION

This appraisal is made☒ "as is"☐ subject to the repairs, alterations, inspections or conditions listed below☐ subject to completion per plans & specifications.
Conditions of Appraisal: NO PERSONAL PROPERTY INCLUDED IN VALUE. ROOF APPEARS TO BE NEARING END OF USEFUL LIFE.

Final Reconciliation: MOST WEIGHT PLACED ON THE COMPARABLE SALES AS THIS APPROACH BEST DEPICTS WHAT THE BUYERS AND SELLERS ARE CURRENTLY DOING IN T MARKET. SECONDARY WEIGHT PLACED ON THE COST APPROACH WITH LIMITED SALES AVAILABLE. THE INCOME APPROACH NOT UTILIZED AS SINGLE FAMILY RESIDENTIAL ARE NOT TYPICALLY PURCHASED FOR THE CREATION OF AN INCOME STREAM.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF02/17/2005
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE\$250,000

APPRaiser:Joseph W. ScottSUPERVISORY APPRAISER (ONLY IF REQUIRED):Andy Johansen

☒ Did ☐ Did Not Inspect Property

NameJOSEPH W. SCOTTNameANDY JOHANSEN

Date Report Signed02/28/2005Date Report Signed02/28/2005

State Certification #IN-TRAININGState IDState Certification #CRA #148State ID

Or State License #StateOr State License #State

Freddie Mac Form 70 6/93

PAGE 2 OF 2

Fannie Mae Form 1004 6-93

Form UA2 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

BAHR - SECTION II

TAB 13 Page 12

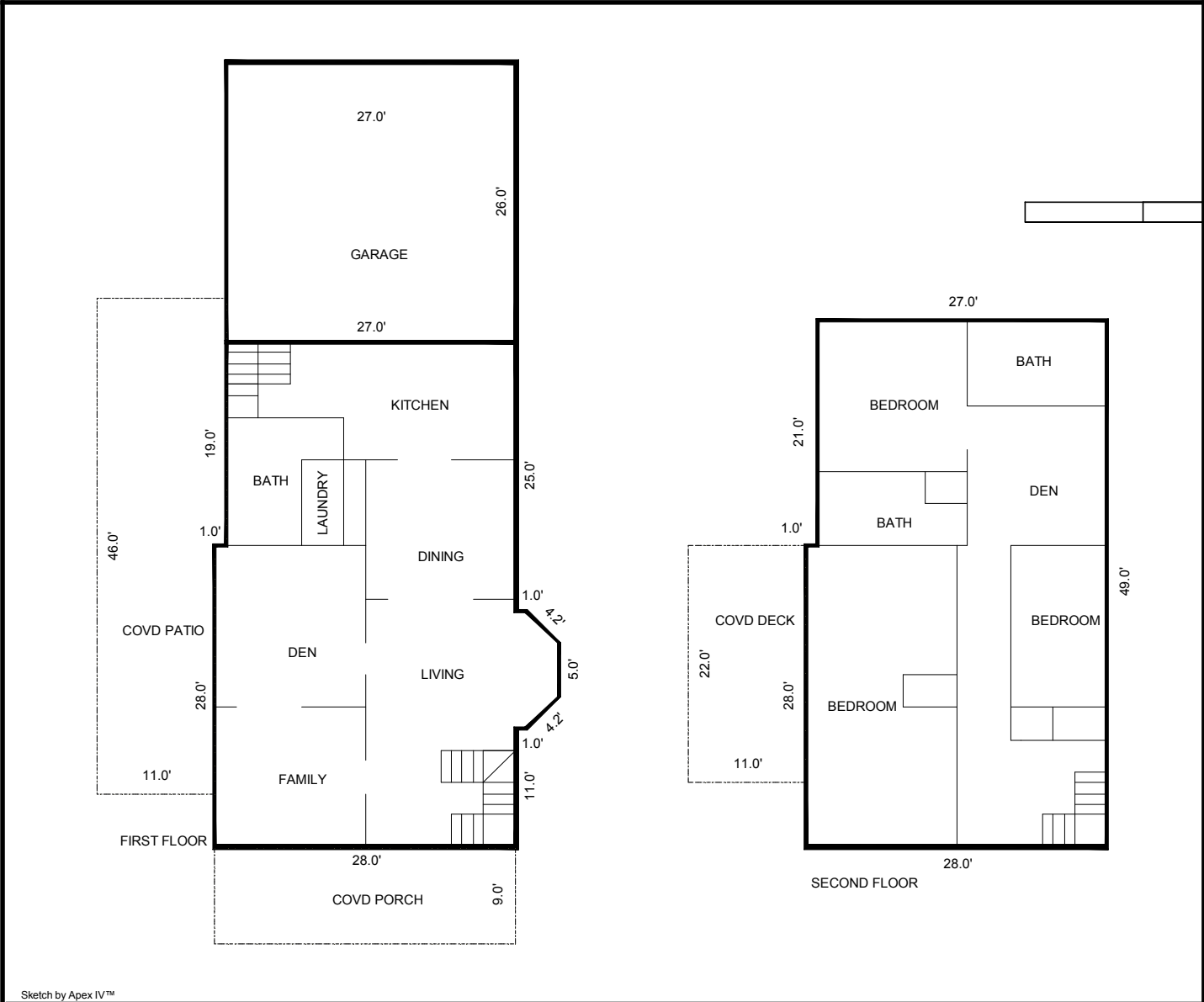
UNIFORM RESIDENTIAL APPRAISAL REPORT

MARKET DATA ANALYSIS

These recent sales of properties are most similar and proximate to subject and have been considered in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject. If a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.														
SALES COMPARISON ANALYSIS	ITEM	SUBJECT	COMPARABLE NO. 4				COMPARABLE NO. 5				COMPARABLE NO. 6			
	504 6th Ave		1121 3RD STREET											
	Address LEWISTON, ID		LEWISTON, ID											
	Proximity to Subject		0.41 miles											
	Sales Price	\$ N/A		\$	187,000			\$			\$			
	Price/Gross Living Area	\$ 70.75					\$				\$			
	Data and/or Verification Sources	OWNER INSPECTION	MLS LISTING AGENT											
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		+ (-)\$ Adjust.		DESCRIPTION		+ (-)\$ Adjust.		DESCRIPTION		+ (-)\$ Adjust.	
	Sales or Financing Concessions		CASH											
	Date of Sale/Time		03-03		+8,800									
	Location	LEWISTON	LEWISTON											
	Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE											
	Site	0.20 AC	0.28 AC											
	View	LOCAL	LOCAL											
	Design and Appeal	2 STY	2 STY											
	Quality of Construction	AVERAGE	AVERAGE											
	Age	1900 EFF 1970	1928 EFF 1970											
	Condition	AVERAGE	AVERAGE											
	Above Grade Room Count	Total Bdrms Baths 9 3 3	Total Bdrms Baths 7 3 2.5				Total Bdrms Baths				Total Bdrms Baths			
	Gross Living Area	2,683 Sq. Ft.	2,643 Sq. Ft.		+600		Sq. Ft.				Sq. Ft.			
	Basement & Finished Rooms Below Grade	CELLAR NONE	891 SF 445 FIN		-3,500 -3,100									
	Functional Utility	AVERAGE	AVERAGE											
	Heating/Cooling	GFA/CAC	GFA/CAC											
	Energy Efficient Items	AVERAGE	AVERAGE											
	Garage/Carport	2 GAR/ATT	2 CPT/ATT		+3,000									
	Porch, Patio, Deck, Fireplace(s), etc.	PORCHES, PATIO,DK 2 FRPL	PATIO,PORCHES FRPL, GAS STOVE		+1,000									
	Fence, Pool, etc.	FENCE	FENCE											
	Extra Amenities	GUEST HOUSE,UGSS	NONE +45,000											
	Net Adj. (total)		+ - \$		51,800		+ - \$				+ - \$			
	Adjusted Sales Price of Comparable		Net 27.7 % Gross 34.8 %		\$ 238,800		Net % Gross %		\$		Net % Gross %		\$	
	Date, Price and Data Source for prior sales within year of appraisal	7/12/2004, \$295,000 LISTING WITHDRWN\ 172 DAY ON MARKET	CURRENTLY LISTED FOR \$191,000 135 DAYS ON MARKET											
COMMENTS	Comments: THE SUBJECT HOME WAS BUILT IN 1900 AND HAS BEEN UPDATED TO AN EFFECTIVE AGE OF ABOUT 1970. THE HOME IS IN AVERAGE TO ABOVE CONDITION AND AVERAGE TO ABOVE QUALITY. THERE IS A GUEST HOUSE ASSOCIATED WITH THE HOME WHICH IS LOCATED ON THE SAME SITE. THE GUEST HOUSE LACKS A USEABLE KITCHEN AND ONE OF THE MAIN DOWNSTAIRS ROOMS HAS BEEN CONVERTED INTO A HOT TUB ROOM. THERE IS ALSO NO LAUNDRY FACILITY IN THE GUEST HOUSE. IN ORDER FOR THE GUEST HOUSE TO OPERATE, FULLY INDEPENDENTLY, THE HOT TUB ROOM WOULD HAVE TO BE CONVERTED BACK TO A NORMAL FAMILY ROOM, THE KITCHEN WOULD HAVE TO BE REMODELED TO INCLUDE APPLIANCES AND A MORE FUNCTIONAL WORK AREA, AND A LAUNDRY HOOK UP WOULD BE REQUIRED.													
	TO PROVIDE A MARKET VALUE ESTIMATE OF THE HOME AND GUEST HOUSE, IT HAS BEEN COMPARED TO OTHER HOMES WHICH HAVE SOLD AND WHICH ARE SIMILAR IN CONSTRUCTION AND LOCATION. VERY FEW SIMILAR SALES ARE CURRENTLY AVAILABLE. THE FOUR SALES SHOWN ARE THE BEST AVAILABLE IN LEWISTON WHICH HAVE SOLD WITHIN THE PAST TWO YEARS. HOME VALUES HAVE INCREASED SLIGHTLY WITHIN THE PAST TWO YEARS AND ALL OF THE COMPARABLE SALES HAVE BEEN ADJUSTED FOR THE DIFFERENCE IN DATE OF THE SALES. THE GUEST HOUSE IS SHOWN AS AN AMENITY TO THE MAIN HOME IN THE SALE ANALYSIS GRID ABOVE. IDEALLY, ALL OF THE COMPARABLE HOMES WOULD HAVE A GUEST HOUSE FOR A BETTER COMPARISON, HOWEVER, ONLY ONE CURRENT SALE WAS AVAILABLE WITH A GUEST HOUSE, AND IT WAS MUCH SMALLER THAN THAT OF THE SUBJECT. THE GUEST HOUSE CONTRIBUTORY VALUE WAS DERIVED BY COMPARING IT TO SIMILAR HOMES, WITH THE LAND VALUE EXTRACTION AND AN ADDITIONAL \$7,500 WAS DEDUCTED TO CONVERT THE GUEST HOUSE TO A MORE FUNCTIONAL LIVING UNIT AS PREVIOUSLY MENTIONED. THE GUEST HOUSE VALUE WAS ALSO DEPRECIATED BY TWENTY PER CENT BECAUSE OF THE LACK OF MARKETABILITY OF TWO HOMES ON THE SAME SITE. THE CONTRIBUTORY VALUE OF THE GUEST HOUSE WAS CONSIDERED TO BE \$45,000 AS SHOWN IN THE SALES ANALYSIS.													
	THE FOUR COMPARABLE SALES ARE THE MOST SIMILAR AVAILABLE, BUT ARE STILL LESS THAN IDEAL. ALL OF THE SALES HAVE BEEN ADJUSTED FOR SUPERIOR OR INFERIOR CHARACTERISTICS AS SHOWN IN THE SALES ANALYSIS GRID.													
	SALE 1 HAS A SUPERIOR VIEW AND HAS BEEN UPDATED TO A GREATER EXTENT THAN THE SUBJECT. IT HAS A SMALLER LIVING AREA AND A PARTIAL BASEMENT, SMALLER STORAGE AND PORCHES, AND LACKS THE GUEST HOUSE.													
	SALE 2 IS LOCATED NEAR THE SUBJECT. IT IS SUPERIOR IN QUALITY AND CONDITION COMPARED TO THE SUBJECT. IT HAD BEEN SIGNIFICANTLY UPGRADED AND HAD GRANITE COUNTER TOPS, MORE EXTENSIVE WOOD WORK ETC, AND WAS MORE MODERN FROM THE REFURBISHMENT. IT IS ALSO LARGER AND HAD A PARTIALLY FINISHED BASEMENT. IT LACKED THE GUEST HOUSE OF THE SUBJECT.													
	SALE 3 IS SMALLER ON THE MAIN FLOOR, BUT HAS A FULLY FINISHED BASEMENT. IT LACKS CAR STORAGE AND A FIREPLACE, AND HAS FEWER PORCHES. IT DOES HAVE A GUEST HOUSE, BUT IT IS SMALLER AND OF INFERIOR QUALITY COMPARED TO THE SUBJECT'S.													
	SALE 4 IS NEARLY THE SAME SIZE AS THE SUBJECT, BUT HAS A SMALL, PARTIALLY FINISHED BASEMENT. THE CAR STORAGE AND PORCHES ARE INFERIOR TO THE SUBJECT AND IT LACKS THE GUEST HOUSE.													
	THE SUBJECT HOME AND GUEST HOUSE ARE WELL FURNISHED. THE FURNISHINGS ARE CONSIDERED PERSONAL PROPERTY AND ARE NOT INCLUDED IN THE VALUE ANALYSIS. NONE OF THE COMPARABLES WERE FURNISHED AT THE TIME OF THE SALE. THE VALUE OF THE FURNISHINGS, IF INCLUDED WOULD BE ADDED TO OUR VALUE CONCLUSION FOR AN OVERALL VALUE.													
	AFTER CONSIDERATION OF THE PROPERTY AT 511 6TH AVENUE, THE MARKET VALUE CONCLUSION FOR THE REAL ESTATE IS -----\$250,000.00													

Building Sketch (Page - 1)

Borrower/Client N/A			
Property Address 504 6th Ave			
City LEWISTON	County NEZ PERCE	State ID	Zip Code 83501-2423
Lender LEWIS-CLARK STATE COLLEGE			



Sketch by Apex IV™

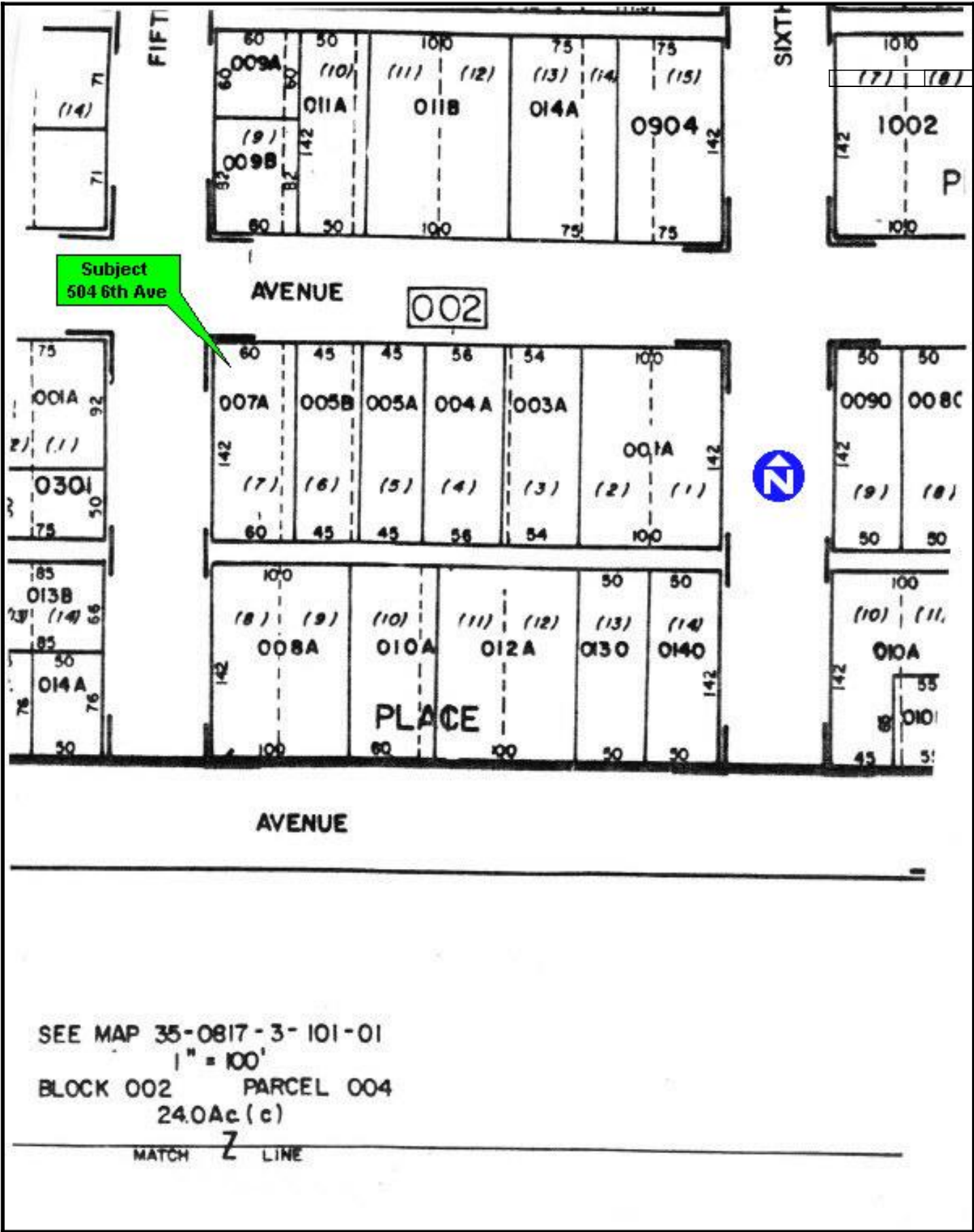
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	First Floor	1332.00	1332.00
GLA2	Second Floor	1351.00	1351.00
P/P	COD PORCH	252.00	
	COV PATIO	529.00	
	COVD DECK\	242.00	1023.00
GAR	Garage	702.00	702.00
TOTAL LIVABLE (rounded)			2683

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
	1.0	x 11.0	11.00
	3.0	x 5.0	15.00
0.5	x 3.0	x 3.0	4.50
0.5	x 3.0	x 3.0	4.50
	27.0	x 47.0	1269.00
	1.0	x 28.0	28.00
Second Floor			
	28.0	x 28.0	784.00
	21.0	x 27.0	567.00
8 Calculations Total (rounded)			2683

Plat Map

Borrower/Client N/A			
Property Address 504 6th Ave			
City LEWISTON	County NEZ PERCE	State ID	Zip Code 83501-2423
Lender LEWIS-CLARK STATE COLLEGE			



Subject Photo Page

Borrower/Client N/A			
Property Address 504 6th Ave			
City LEWISTON	County NEZ PERCE	State ID	Zip Code 83501-2423
Lender LEWIS-CLARK STATE COLLEGE			



Subject Front

504 6th Ave	
Sales Price	N/A
Gross Living Area	2,683
Total Rooms	9
Total Bedrooms	3
Total Bathrooms	3
Location	LEWISTON
View	LOCAL
Site	0.20 AC
Quality	AVERAGE
Age	1900 EFF 1970



Subject Rear



Subject Street

PHOTOGRAPH ADDENDUM

Borrower/Client	N/A					
Property Address	504 6th Ave					
City	LEWISTON	County	NEZ PERCE	State	ID	Zip Code 83501-2423
Lender	LEWIS-CLARK STATE COLLEGE					



504 6TH AVE
FRONT VIEW LOOKING NORTHEAST

--	--



504 6TH AVENUE
REAR VIEW FACING SOUTHWEST



GUEST HOUSE (611 5TH STREET)
FRONT VIEW

Comparable Photo Page

Borrower/Client N/A			
Property Address 504 6th Ave			
City LEWISTON	County NEZ PERCE	State ID	Zip Code 83501-2423
Lender LEWIS-CLARK STATE COLLEGE			



Comparable 1

725 PROSPECT AVENUE	
Prox. to Subject	0.23 miles
Sale Price	195,000
Gross Living Area	1,980
Total Rooms	7
Total Bedrooms	4
Total Bathrooms	2
Location	LEWISTON
View	GOOD
Site	0.16 AC
Quality	AVERAGE
Age	1932 EFF 1980



Comparable 2

511 7TH AVENUE	
Prox. to Subject	0.05 miles
Sale Price	300,000
Gross Living Area	3,242
Total Rooms	7
Total Bedrooms	4
Total Bathrooms	3
Location	LEWISTON
View	LOCAL
Site	0.20 AC
Quality	GOOD
Age	1910 EFF 1980



Comparable 3

1411 8TH AVENUE	
Prox. to Subject	0.67 miles
Sale Price	185,000
Gross Living Area	2,298
Total Rooms	7
Total Bedrooms	4
Total Bathrooms	2
Location	LEWISTON
View	LOCAL
Site	0.26 AC
Quality	AVERAGE
Age	1925 EFF 1970

Comparable Photo Page

Borrower/Client N/A			
Property Address 504 6th Ave			
City LEWISTON	County NEZ PERCE	State ID	Zip Code 83501-2423
Lender LEWIS-CLARK STATE COLLEGE			



Comparable 4

1121 3RD STREET	
Prox. to Subject	0.41 miles
Sale Price	187,000
Gross Living Area	2,643
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.5
Location	LEWISTON
View	LOCAL
Site	0.28 AC
Quality	AVERAGE
Age	1928 EFF 1970

Comparable 5

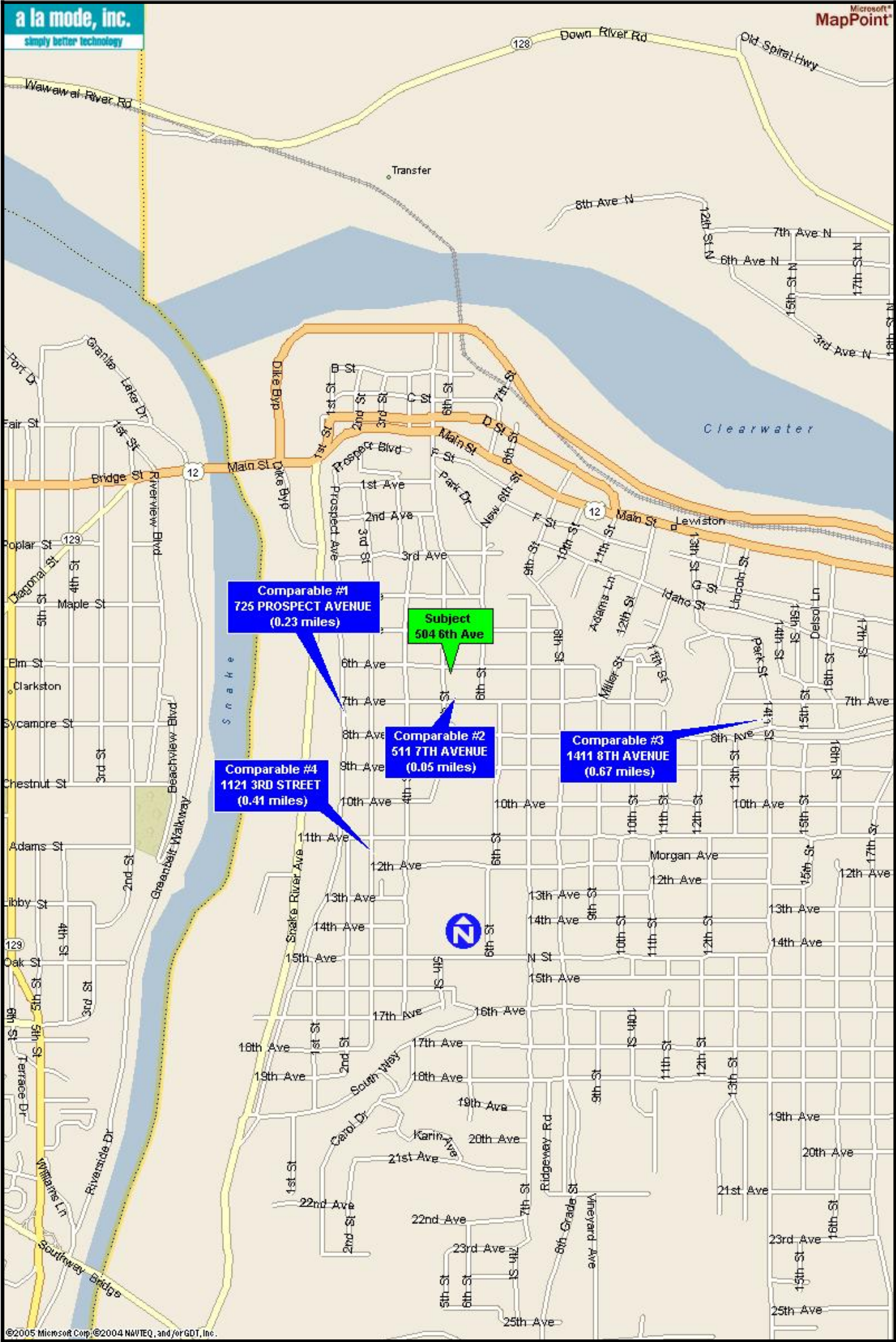
Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 6

Prox. to Subject
Sale Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable Sales Map

Borrower/Client N/A			
Property Address 504 6th Ave			
City LEWISTON	County NEZ PERCE	State ID	Zip Code 83501-2423
Lender LEWIS-CLARK STATE COLLEGE			



MULTI-PURPOSE SUPPLEMENTAL ADDENDUM
FOR FEDERALLY RELATED TRANSACTIONS

Western Appraisal (208)746-9891

Borrower/Client N/A			
Property Address 504 6th Ave			
City LEWISTON	County NEZ PERCE	State ID	Zip Code 83501-2423
Lender LEWIS-CLARK STATE COLLEGE			

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.

☒ PURPOSE & FUNCTION OF APPRAISAL

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a federally related transaction.

☒ EXTENT OF APPRAISAL PROCESS

☒ The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.

☒ The Reproduction Cost is based on MARSHALL AND SWIFT ADJUSTED FROM APPRAISER'S FILES AND LOCAL DATA. supplemented by the appraiser's knowledge of the local market.

☒ Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.

☒ The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.

☐ The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.

☐ For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

☒ SUBJECT PROPERTY OFFERING INFORMATION

According to OWNER the subject property:

☐ has not been offered for sale in the past: ☐ 30 days ☐ 1 year ☐ 3 years.

☐ is currently offered for sale for \$.

☒ was offered for sale within the past: ☐ 30 days ☒ 1 year ☐ 3 years for \$ 295,000 .

☒ Offering information was considered in the final reconciliation of value.

☐ Offering information was not considered in the final reconciliation of value.

☐ Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

☒ SALES HISTORY OF SUBJECT PROPERTY

According to OWNER AND COUNTY RECORDS the subject property:

☒ Has not transferred ☐ in the past twelve months. ☒ in the past thirty-six months. ☐ in the past 5 years.

☐ Has transferred ☐ in the past twelve months. ☐ in the past thirty-six months. ☐ in the past 5 years.

☐ All prior sales which have occurred in the past are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer

☒ FEMA FLOOD HAZARD DATA

☒ Subject property is not located in a FEMA Special Flood Hazard Area.

☐ Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
C	1601040001B	1/20/1982	

☐ The community does not participate in the National Flood Insurance Program.

☐ The community does participate in the National Flood Insurance Program.

☐ It is covered by a regular program.

☐ It is covered by an emergency program.

☒

CURRENT SALES CONTRACT

☒ The subject property is currently not under contract.

☐ The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.

☐ The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

☐ The contract indicated that personal property was not included in the sale.

☐ The contract indicated that personal property was included. It consisted of _____ Estimated contributory value is \$ _____.

☐ Personal property was not included in the final value estimate.

☐ Personal property was included in the final value estimate.

☐ The contract indicated no financing concessions or other incentives.

☐ The contract indicated the following concessions or incentives: _____.

☐ If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

☒

MARKET OVERVIEW

Include an explanation of current market conditions and trends.

2-3 _____ months is considered a reasonable marketing period for the subject property based on MULTIPLE LISTING STATISTICS. EXPOSURE TIME IS CURRENTLY EQUAL TO MARKET TIME.

☒

ADDITIONAL CERTIFICATION

The Appraiser certifies and agrees that:

(1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.

(2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

(3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

☒

ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

☒

ADDITIONAL COMMENTS

THIS ANALYSIS IS A COMPLETE APPRAISAL PRESENTED IN A SUMMARY REPORT IN ACCORDANCE WITH STANDARDS RULE 2-2(b).

☒

APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature

Effective Date

02/17/2005

Date Prepared

02/28/2005

Appraiser's Name (print)

JOSEPH W. SCOTT

Phone #

208-746-9891

State

☐ License

☐ Certification #

TRAINEE

Tax ID #

82-0480131

☒

CO-SIGNING APPRAISER'S CERTIFICATION

☒ The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.

☐ The co-signing appraiser has not personally inspected the interior of the subject property and:

☐ has not inspected the exterior of the subject property and all comparable sales listed in the report.

☐ has inspected the exterior of the subject property and all comparable sales listed in the report.

☐ The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.

☐ The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

☒

CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Co-Signing Appraiser's Signature

Effective Date

02/17/2005

Date Prepared

02/28/2005

Co-Signing Appraiser's Name (print)

ANDY JOHANSEN

Phone #

208-746-9891

State

ID

☐ License

☒ Certification #

CRA #148

Tax ID #

82-0480131

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER’S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser’s certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 504 6th Ave, LEWISTON, ID 83501-2423

APPRAISER:

Signature: Joseph W. Scott
Name: JOSEPH W. SCOTT
Date Signed: 02/28/2005
State Certification #: IN-TRAINING
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

SUPERVISORY APPRAISER (only if required):

Signature: Andy Johansen
Name: ANDY JOHANSEN
Date Signed: 02/28/2005
State Certification #: CRA #148
or State License #: _____
State: IDAHO
Expiration Date of Certification or License: 7/26/2005

☒ Did ☐ Did Not Inspect Property

APPRAISERS EXPERIENCE AND QUALIFICATIONS

NAME: ANDY JOHANSEN (WILLIAM A.)

WESTERN APPRAISALS
1014 MAIN STREET
LEWISTON, IDAHO 83501
PH 208 746 9891
FAX 208 746 9895

MOSCOW OFFICE
PH 208 883 5387
FAX 208 882 3846

E MAIL andyjo@moscow.com

EDUCATION:

College of Idaho-- BS (Zoology) 1966

Webster University -- MA (Business Management) 1987

University of Idaho--Real Estate Essentials, Real Estate Practices, Real Property Appraisal
Appraisal Courses—Residential Case Studies, Standards of Professional Practice, Basic
Income Capitalization, Advanced Residential Form and Narrative, Cash Equivalency,
Americans with Disabilities Act, Appraising 1-4 Family Income Properties, Residential
Property Construction and Inspection, Feasibility Analysis and Highest and Best Use,
National Flood Insurance Program, Technical Inspection of Real Estate, Manufactured
Housing, Residential Construction and Inspection, Appraising From Blueprints, Appraising
the Tough Ones

EMPLOYMENT RECORD:

U.S. Air Force Pilot 1967-1991

Commercial Pilot 1991-1993

Western Appraisals 1993 – present

CERTIFICATIONS, TAX ID, E & O INSURANCE

Idaho Certified Residential Appraiser #148

Washington Certified Residential Appraiser #1700819

Tax ID #82-0480131

E & O—Liability Insurance Administrators policy # LSI006837-001



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REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

I. Real and Personal Property and Services

1. Authority

- a. The Board may acquire, hold, and dispose of real and personal property pursuant to Article IX, Section 2 and Article IX, Section 10, Idaho Constitution, pursuant to various sections of Idaho Code.
- b. Leases of office space or classroom space by any institution, school or agency except the University of Idaho are acquired by and through the Department of Administration pursuant to Section 67-5708, Idaho Code.
- c. All property that is not real property must be purchased consistent with Sections 67-5715 through 67-5737, Idaho Code, except that the University of Idaho may acquire such property directly and not through the Department of Administration. Each institution, school and agency must designate an officer with overall responsibility for all purchasing procedures.
- d. Sale, surplus disposal, trade-in, or exchange of property must be consistent with Section 67-5722, Idaho Code, except that the University of Idaho may dispose of such property directly and not through the Department of Administration.
- e. If the executive director finds or is informed that an emergency exists, he or she may consider and approve a purchase or disposal of equipment or services otherwise requiring prior Board approval. The institution, school or agency must report the transaction in the Business Affairs and Human Resources agenda at the next regular Board meeting together with a justification for the emergency action.

5. Disposal of Real Property

- b. Board approval of other transfers

(3) The transfer by an institution, school or agency of any other interest in real property requires prior Board approval.

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**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT'S UPDATE	Information Item
2	SWAN VALLEY SCHOOL DISTRICT #92 TRUSTEE ZONE CHANGE	Motion to approve
3	SCHOOL DISTRICT PROPERTY TRANSFER – MINIDOKA – CASSIA	Motion to approve
4	SCHOOL DISTRICT PROPERTY TRANSFER –LAKELAND – WEST BONNER (REED PETITION)	Motion to approve
5	TEMPORARY AND PROPOSED RULE – IDAPA 08.02.03.004 RULES GOVERNING THOROUGHNESS- INCORPORATION BY REFERNCE	Motion to approve
5a	ADDITION TO THE HIGH SCHOOL MATH CONTENT STANDARDS	Motion to approve
5b	REVISION TO THE IDAHO ALTERNATIVE ASSESSMENT EXTENDED CONTENT STANDARDS	Motion to approve
6	APPOINTMENT TO THE CURRICULAR MATERIALS SELECTION COMMITTEE	Motion to approve
7	PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS	Motion to approve
8	TEMPORARY AND PROPOSED RULE CHANGE TO IDAPA 08.02.02.060. RULES GOVERNING UNIFORMITY – APPLICATION PROCEDURES / PROFESSIONAL DEVELOPMENT	Motion to approve
9	PLEASANT VALLEY ELEMENTARY DISTRICT OUT-OF-STATE TUITION WAIVER REQUEST	Motion to approve

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STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

SUBJECT

Superintendent of Public Instruction Update to the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

N/A

BACKGROUND

N/A

DISCUSSION

N/A

IMPACT

N/A

STAFF COMMENTS AND RECOMMENDATIONS

N/A

BOARD ACTION

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

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STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

SUBJECT

Adjusted Trustee Zones for Swan Valley School District

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-313, Idaho Code

BACKGROUND

Section 33-313 of Idaho Code prescribes the procedure for adjusting trustee zones for school districts. The Swan Valley School District Board of Trustees has submitted the required documents and prepared a proposal which is submitted to the State Board of Education. The responsibility of the State Board of Education is to approve or disapprove the proposal for the adjusted trustee zones.

DISCUSSION

In order to fill a vacancy on their board of trustees, Swan Valley School District is requesting an adjustment to their trustee zones. As explained in the letter from the Board of Trustees, one trustee had resigned his position and a willing party was found to fill the vacancy and fulfill the remaining year in the term. Recently, in preparing for a trustee election, it was discovered the new trustee did not live in the trustee zone he was representing. At that point the seat was vacated. This proposal would adjust the trustee zone boundary to make the willing party eligible to hold the seat. The populations of the zones will not be markedly affected, and no one living in the current zone boundaries has come forward to fill the vacancy. The trustee positions are traditionally difficult to fill for this district.

IMPACT

N/A

ATTACHMENTS

Attachment 1 – Letter from Swan Valley School District	Page 3
Attachment 2 – Legal Description and Details of Proposed Trustee Zones	Page 5
Attachment 3 – Map of Proposed Trustee Zones	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the adjusted trustee zones for the Swan Valley School District as submitted.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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SWAN VALLEY SCHOOL DISTRICT #92

Monte Woolstenhulme, Superintendent

Fran Howell, Secretary



"Home of the Panthers"

March 11, 2008

Idaho State Board of Education,

Dear Board President and Members,

The purpose of this letter is to submit a request to redefine and change trustee zone #1 of the Swan Valley School District #92, located in the eastern portion of Bonneville County, Idaho. This request is respectfully submitted at the request of the Swan Valley School District #92 Board of Trustees, Teresa Nye serving as Board Chair.

Historical Background

At the July 2007 School Board meeting the current chairman Dave Sargent officially resigned his position after 15 years of service, and had found Jared Johnson to fill his position for the remaining 1 year of his term. It was assumed by the School Board, the Superintendent (now retired), and the newly appointed trustee (Jared) that he resided within Trustee Zone #1. Jared was recruited due to his willingness to volunteer and serve his community, where in a small rural area few citizens have been willing to serve on the School Board. Many of the recent trustee elections have been unopposed and when vacancies have arisen it has been difficult to find people willing to serve.

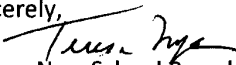
Current Status


Fast forward to March 10th, 2008, when the current superintendent and board clerk were discussing the upcoming deadlines for a trustee election to be held May 20th, for Zone #1, and it was discovered through close analysis of an old zone-map the Jared did not reside within Zone #1. This issue was then discussed individually with the Board chair Teresa Nye and the affected trustee Jared Johnson.

After a review of Idaho Code and consultation with legal counsel, this proposal is now being submitted. With the proposed boundary change of Trustee Zone #1, only one family with three children would be affected by this action. This change would allow for a trustee position to be filled with someone willing to serve, has been faithful in his commitment since July 2007, has participated in board-training sessions and with young children in school has expressed an interest in continuing his commitment to the School Board.

Attached is a copy of the Zone Trustee Map, proposed boundary change alignment, along will accompanying legal descriptions. Thank you for your consideration in this matter.

Sincerely,


Teresa Nye, School Board Chair


Monte Woolstenhulme, Superintendent/Principal

3389 Swan Valley Highway
PO Box 220
Irwin, ID 83428

PHONE (208) 483-2405
FAX (208) 483-2415
WEB SITE www.sd92.k12.id.us

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STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

Swan Valley School District #92, Bonneville County, Idaho
Proposed Realignment for Zone 1 Boundary

Date Requested: March 12, 2008

Trustee Zone legal descriptions

TRUSTEE ZONE NO.1

BEGINNING at a point on the midsection line of Sec. 16, Twp. 2N, R. 46 E. B.M., on the Bonneville-Teton County Idaho Wyoming state boundary line; thence south approximately 4 ¼ miles to the NE corner of the SE ¼ SE ¼ of Sec. 4, Twp. 1N, R. 46 E. B.M., thence west 16 ½ miles, more or less, passing through the intersection of NFD-85 road and Highway 26, to the intersection with the main channel of the Snake River; including block census tract 1039 which is the area within the boundary of Rainey Creek-South of Rainey Creek Road; thence following the Snake River main channel in a northwesterly direction to the approximate midpoint of the Highway 26 bridge crossing, thence west along the Township line 8 ½ miles, more or less, to the SW Corner of Sec. 31, Twp. 2N, R. 42 E. B.M., thence north 1 mile to the NW corner of Sec. 31, Twp. 2N, R. 42 E. B.M.; thence east 4 miles, more or less, to the SW Corner of Sec. 26; thence north 2 miles to the NW Corner of Sec. 23, Twp. 2N, R. 42 E. B.M., thence east 3 miles, more or less, along the section line to the SE Corner of Sec. 18, Twp. 2N, R. 43 E., B.M.; thence north to the main channel of the Snake River; thence following the Snake River in a northerly direction along the main channel to the SW corner of Sec. 18, Twp. 3N, R. 43 E. B.M., thence west approximately 1 mile along the west bank of the Snake River to the NW Corner of Sec. 24, Twp. 3N, R. 42 E. B.M., which is at an approximate point where the section line intersects the Snake River; thence north 3 miles to the NW corner of Sec. 1, Twp. 3N, R. 42 E. B.M., thence east following the Bonneville-Madison County line to its intersection with the Bonneville-Teton County line; thence following the Bonneville-Teton County line in a southerly direction to the point of beginning.

TRUSTEE ZONE NO. 2

BEGINNING at a point at the NE Corner of the SE ¼ SE ¼ of Sec. 4, Twp. 1N, R. 46 E.B.M. which is along the Bonneville County Idaho-Wyoming State boundary line; thence following the state line south approximately 16 ½ miles to its intersection with Highway 26; thence following Highway 26 in a northwesterly direction to the intersection of the NFD-85 road with Highway 26 in Twp. 1N, R. 44 E. B.M., excluding block census tract 1039, which included the area within the boundary of Rainey Creek-South of Rainey Creek road; thence east approximately 14 miles to the point of beginning.

TRUSTEE ZONE NO. 3

BEGINNING at the intersection of Highway 26 with the Idaho-Wyoming State boundary line in Sec. 3, Twp. 3S, R. 46 E. B.M., thence following the Idaho-Wyoming state boundary line south approximately 12 ½ miles to the intersection with the Bonneville-Caribou County line; thence west approximately 9 ¾ miles to the SW Corner of Sec. 31, Twp. 4S, R 45 E. B.M., thence north 12 miles to the NW corner of Sec. 6, Twp. 3S, R. 45 E., B.M., thence west 12 miles to the SW Corner of Sec. 31, Twp. 2S, R. 43 E. B.M., thence south 12 miles to the SE Corner of Sec. 36, Twp. 4S, R. 42 E. B.M., thence west approximately 6 miles to the SW Corner of Sec. 31, thence north following the section line 24 miles to the NW Corner of Sec. 6, Twp. 1S, R. 42 E. B.M., thence east approximately 1 mile to the Caribou National Forest Boundary line, thence north 6 miles to the SW Corner of Sec. 31, Twp. 2N, R. 42 E. B.M., thence east 8 ½ miles along the Township line to the approximate midpoint of Highway 26 bridge crossing and the main channel of the Snake River, thence southeasterly along the main channel of the Snake River to a point that intersects with the section line between sections 2 & 3, Twp. 1N, R 43E. B.M., thence east approximately 2 ¼ mile to the intersection of Highway 26 and the NFD-85 road, thence following Highway 26 in a southeasterly direction to the point of beginning.

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

Swan Valley School District #92, Bonneville County, Idaho
Proposed Realignment for Zone 1 Boundary

Date Requested: March 12, 2008

TRUSTEE ZONE Details

TRUSTEE ZONE NO. 1 – estimated population: 210

Trustee Jared Johnson, Appointed July 1, 2007, Re-election: May 20, 2008, (*Dave Sargent, previous Board Chair resigned, ran unopposed May 2002, May 2005*)

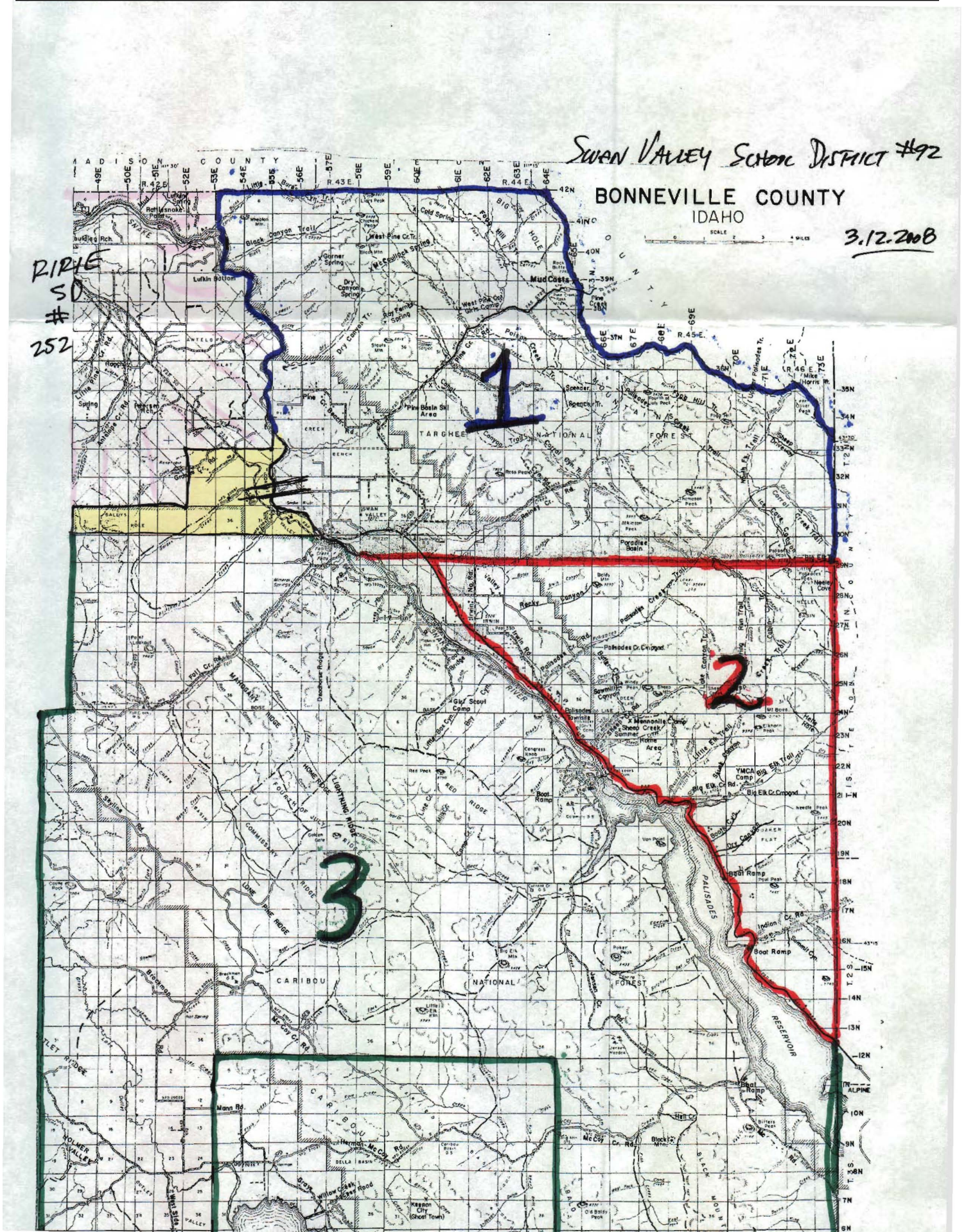
*Determined March 11, 2008 that he does not reside within Trustee Zone 1 as assumed. Resolution by the Board on March 12, 2008 to declare a vacancy for Trustee Zone 1 (Id.Code 33-504), and submit a request to realign the Trustee Zone Boundaries between zones 1 & 2 (Id. Code 33-313).

TRUSTEE ZONE NO. 2 –estimated population: 229

Trustee Bill Steffes, Elected May, 2004, Re-election: May, 2010 (*Bill ran unopposed, May, 2007*)

TRUSTEE ZONE NO. 3 – estimated population: 220

Trustee Teresa Nye (Chair), Appointed April, 2003, Re-election: May, 2009 (*Teresa ran unopposed May, 2006*)



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**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

**IDAHO STATUTES
TITLE 33
EDUCATION
CHAPTER 3
STATE BOARD OF EDUCATION**

33-313. TRUSTEE ZONES. Each elementary school district shall be divided into three (3) trustee zones and each other school district shall be divided into no fewer than five (5) or more than nine (9) trustee zones according to the provisions of section 33-501, Idaho Code. Any proposal to define the boundaries of the several trustee zones in each such school district shall include the determination, where appropriate, of the number of trustee zones in such district, and the date of expiration of the term of office for each trustee. The boundaries of the several trustee zones in each such school district shall be defined and drawn so that, as reasonably as may be, each such zone shall have approximately the same population.

Whenever the area of any district has been enlarged by the annexation of all or any part of another district, or by the correction of errors in the legal description of school district boundaries, any such additional territory shall be included in the trustee zone or zones contiguous to such additional territory until such time as the trustee zones may be redefined and changed. Trustee zones may be redefined and changed, but not more than once every five (5) years in the manner hereinafter provided.

A proposal to redefine and change trustee zones of any district may be initiated by its board of trustees and shall be initiated by its board of trustees at the first meeting following the report of the decennial census, and submitted to the state board of education, or by petition signed by not less than fifty (50) school electors residing in the district, and presented to the board of trustees of the district. Within one hundred twenty (120) days following the decennial census or the receipt of a petition to redefine and change the trustee zones of a district the board of trustees shall prepare a proposal for a change which will equalize the population in each zone in the district and shall submit the proposal to the state board of education. Any proposal shall include a legal description of each trustee zone as the same would appear as proposed, a map of the district showing how each trustee zone would then appear, and the approximate population each would then have, should the proposal to change any trustee zones become effective.

Within sixty (60) days after it has received the said proposal the state board of education may approve or disapprove the proposal to redefine and change trustee zones and shall give notice thereof in writing to the board of trustees of the district wherein the change is proposed. Should the state board of education disapprove a proposal the board of trustees shall within forty-five (45) days submit a revised proposal to the state board of education. Should the state board of education approve the proposal, the trustee zones shall be changed in accordance with the proposal.

At the next regular meeting of the board of trustees following the approval of the proposal the board shall appoint from its membership a trustee for each new zone to

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

serve as trustee until that incumbent trustee's three (3) year term expires. If the current board membership includes two (2) incumbent trustees from the same new trustee zone, the board will select the incumbent trustee with the most seniority as a trustee to serve the remainder of his three (3) year term. If both incumbent trustees have equal seniority, the board will choose one (1) of the trustees by the drawing of lots. If there is a trustee vacancy in any of the new zones, the board of trustees shall appoint from the patrons resident in that new trustee zone, a person from that zone to serve as trustee until the next annual meeting. At the annual election a trustee shall be elected to serve during the term specified in the election for the zone. The elected trustee shall assume office at the annual meeting of the school district next following the election.

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

SUBJECT

Excision and Annexation of Land from Minidoka Joint School District to Cassia County Joint School District

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-308, Idaho Code; IDAPA 08.02.01.050, Rules Governing Uniformity

BACKGROUND

Section 33-308 of Idaho Code prescribes the procedure for excision and annexation of land from one school district to another. The Minidoka School District Board of Trustees has transmitted the proposal and petition containing the required documents which is submitted to the State Board of Education. The responsibility of the State Board of Education is to approve or disapprove the proposal for the excision/annexation. If the proposal is approved, it will be sent to the electors of the area affected.

DISCUSSION

The proposal and petition were submitted by Julie Rushton to Minidoka and Cassia County school districts. Both districts oppose the property transfer. Pursuant to IDAPA 08.02.01.050 a hearing officer was appointed to review the request and a public hearing was held. The hearing officer recommends approval of the proposed property transfer. The hearing officer's recommendation and exhibits are attached. These include the documents as originally submitted to the State Department of Education (pages 26-33) although one document was incomplete and is included as Attachment 2.

IMPACT

N/A

ATTACHMENTS

Attachment 1 – Hearing Officer Recommendation	Page 3
Attachment 2 – Reasons for Submitting Petition and number of children impacted	Page 79
Attachment 3 – Maps of current and proposed boundaries	Page 81

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve/disapprove the excision and annexation from Minidoka Joint School District to Cassia County Joint School District.

Moved by _____ Seconded by _____ Carried Yes ___ No ___

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STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

RICHARD A. CARLSON, Hearing Officer
P.O. Box 21
Filer, ID 83328
Telephone and fax: (208) 326-3686

BEFORE THE IDAHO DEPARTMENT OF EDUCATION

In re: Petition to Change School District)	
Boundaries,)	
)	
Julie Rushton, <i>et al</i>,	)	RECOMMENDED
	)	ORDER
Petitioners,)	
)	
v.)	
)	
Minidoka County Joint School District No. 331)	
and Cassia County Joint School District No.)	
151,)	
Respondents.)	
_____)	

This matter was heard on February 25, 2008 before Hearing Officer Richard A. Carlson. Julie Rushton appeared as a representative of the Petitioners. Michael Tribe, Attorney at Law, appeared on behalf of the Minidoka County Joint School District #331 along with Superintendent Dr. Scott Rogers. Douglas Whipple, Attorney at Law, appeared on behalf of the Cassia County Joint School District #151 along with Superintendent Gaylen Smyer.

1. NOTICE

This is the recommended order of the Hearing Officer under IDAPA 04.11.01.720. It

RECOMMENDED ORDER- 1

will not become final without action of the agency head. Any party may file a petition for reconsideration of this recommended order with the Hearing Officer issuing the order within fourteen (14) days of the service date of this order. The Hearing Officer issuing this recommended order will dispose of any petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3), Idaho Code.

Within twenty-one (21) days after (a) the service date of this recommended order, (b) the service date of a denial of a petition for reconsideration from this recommended order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this recommended order, any party may in writing support or take exceptions to any part of this recommended order and file briefs in support of the party's position on any issue in the proceeding.

Written briefs in support of or taking exceptions to the recommended order shall be filed with the agency head (or designee of the agency head). Opposing parties shall have twenty-one (21) days to respond. The agency head or designee may schedule oral argument in the matter before issuing a final order. The agency head or designee will issue a final order within fifty-six (56) days of receipt of the written briefs or oral argument, whichever is later, unless waived by the parties or for good cause shown. The agency head (or designee of the agency head) may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order.

RECOMMENDED ORDER. 2

2. WITNESSES AND EXHIBITS

A. The following persons testified at the hearing:

1. Julie Rushton
2. Dr. Scott Rogers
3. Michelle DeLuna
4. Alicia Bywater
5. Brian Duncan
6. Gaylen Smyer

B. The following exhibits were admitted at the hearing:

EX. 1- A four (4) page letter dated Feb. 20, 2008 from Julie Rushton to the Hearing Officer with an attached one-page spreadsheet concerning tax base impacts to both Districts and two attached maps delineating the current and proposed District boundaries;

EX. 100- A six (6) page document consisting of the "Petition to Change District Boundaries" together with related maps and "Exhibit 'C' -Reasons for Submitting this Petition";

EX. 101- An eight (8) page document labeled " Written Statement Opposing Proposed Alteration of District Boundaries";

EX. 102 – A one (1) page document labeled "Tax Impact for Residents of Both Counties";

EX. 103 – A four (4) page document in spreadsheet format containing miscellaneous information about the debts and tax base of School District #331;

EX. 104 – A one (1) page letter dated Feb. 19, 2008 from Alicia Bywater, Transportation Supervisor of District #331;

EX. 105 – A large color map of the Minidoka County Joint School District #331;

EX 106 – A copy of a one (1) page letter dated Dec. 6, 2007 from Gaylen Smyer, Superintendent of District #151, to Dr. Mike Rush, Idaho Board of Education concerning the proposed annexation/ excision;

EX. 107 – A map delineating a potential bus route for transport of students from area proposed for excision/ annexation to District #151 schools along with mileage and cost estimates for transportation planning;

RECOMMENDED ORDER- 3

EX. 200- A four (4) page exhibit containing proposed bus routes (same as Ex. 107), Dec. 6, 2007 letter from Gaylen Smyer (same as EX. 106), information about Declo High School and CRTC classes, and tax valuations of the petitioners' properties.

C. The following exhibits were marked but were not admitted as evidence:

EX. 3 – A one (1) page exhibit initially offered by Ms. Rushton at the hearing which was objected to by Mr. Tribe and was ultimately withdrawn;

EX. 2 – A nine (9) page exhibit offered by Ms. Rushton at the hearing which had not been served on all parties prior to the hearing pursuant to the Pre-Hearing Order dated Feb. 7, 2008 and to which Mr. Tribe objected. Mr. Tribe renewed his objection at the end of the hearing on the basis that its admission would cause unfair prejudice to District #331 since the District had not had an opportunity to prepare a response to it. The Hearing Officer, having taken the objection under advisement, finds that EX. 2 will not be admitted as part of the record and will not be considered because it was not provided to all parties pursuant to the pre-hearing order and likely caused unfair prejudice to the extent that Mr. Tribe was not able, on short notice, to respond to the evidence in the exhibit.

3. PROCEDURAL BACKGROUND

On or about November 21, 2007 Julie Rushton filed a “Petition to Change District Boundaries” with School Districts #331 and #151 requesting an alteration of the Districts’ boundaries. The effect of the change would be to remove an approximately one and one-half square mile area in the “Jackson” area of Cassia County from District #331 and add it to District #151. Maps of the area proposed for change are in the record marked Exhibits 101 and 105. The legal description of the area is contained in Exhibit 100 at page one.

After having received the petition, the Board of School District #331 considered the matter and objected to the proposed change in a letter to the Idaho State Board of Education dated Dec. 17, 2007. (EX. 101) The Board of School District #151 also recommended the petition be denied in a letter to the Board dated Dec. 6, 2007. (EX. 200, p.2)

RECOMMENDED ORDER. 4

Representatives of the School Districts, the Petitioners, and the Hearing Officer met for an informal pre-hearing conference on February 1, 2008 to work out a schedule for the hearing, and discuss some rules about exchanging witness lists and an exchange of documentary evidence that the parties intended to offer as exhibits. Some other issues were addressed during the pre-hearing conferences i.e. the order of the presentation of witness testimony.

Notice of the public hearing regarding the petition was published in a newspaper of general circulation in the area (the *South Idaho Press*) on February 9, 2008. The hearing was held on February 25, 2008 in the City of Rupert City Council chambers and was audio taped with the consent of all parties. In addition, a court reporter also recorded the hearing but has not been requested to prepare a transcript.

At the conclusion of the receipt of testimony and evidence the parties were invited to present written statements (arguments) in support of their respective positions which Petitioners and both Districts did on March 3, 2008.

This Recommended Order is based on a careful review of the record including the documentary evidence and oral testimony presented at the hearing as well as a review and application of law. This Recommended Order constitutes the Hearing Officer's analysis of the relevant issues, his findings of fact, and his conclusions of law.

4. APPLICABLE LAWS, REGULATIONS AND STANDARDS

Idaho Code 33-308 and IDAPA 08.02.01.050 provide citizens the right to petition the Board of Education for alterations of school district boundaries. That statute and rule require an analysis of two issues:

1. Will the excision as proposed leave a school district with a bonded debt in excess of the limit prescribed by law;

RECOMMENDED ORDER- 5

2. Is the excision and annexation in the best interests of the children residing in the area described in the petition. In determining the best interests of the children, the hearing officer shall consider all relevant factors, which may include:

- i. The safety and distance of the children from the applicable schools;
- ii. The views of the interested parties as these views pertain to the interests of the children residing in the petition area;
- iii. The adjustment of the children to their home and neighborhood environment;
- iv. The suitability of the school(s) and school district which is gaining students in terms of capacity and community support.

IDAPA 08.01.01.050 makes the Idaho Rules of Administrative Procedure of the Attorney General, IDAPA 04.11.01 et seq. applicable to hearings on petitions for school district boundary alterations. The Petitioners in this case have the burden of presenting evidence on the two issues described above and proving their “case” by a preponderance of evidence.

5. WILL THE ALTERATION LEAVE SCHOOL DISTRICT #331 WITH A BONDED DEBT IN EXCESS OF THE LIMIT PRESCRIBED BY LAW?

The proposed change of district boundaries will not leave School District #331 with bonded indebtedness in excess of the limit prescribed by law. That finding and conclusion is based on the following:

- a. The analysis of the bonded debt and tax base consequences of the proposed boundary change submitted by District #331 (EX. 101, p. 3)
- b. The oral testimony of Ms. Michelle DeLuna – a District #331 employee responsible for budget and financial affairs of the District- to the effect that the District could lose approximately thirty million dollars (\$30,334,000) of its tax base before its tax base would shrink below the required level to support its bonded indebtedness.

RECOMMENDED ORDER- 6

c. EX. 1, p. 2 which represented the 2007 tax base of District #331 as \$ 902,308,946. and bonded indebtedness in the amount of \$23,050,000 in the event the boundary change were approved.

The District is allowed a bond indebtedness no greater than five (5) per-cent of the previous year's total actual (not adjusted) value of its property tax base. Subtracting the market value of the property in the area proposed for excision (approximately \$798,000- EX. 200, p. 4) from School District #331's tax base will leave it well under the upper limit of indebtedness imposed by statute.

**6. IS THE EXCISION AND ANNEXATION IN THE BEST INTERESTS
OF THE CHILDREN RESIDING IN THE AREA DESCRIBED
IN THE PETITION?**

IDAPA 08.02.01 Rule 50 requires consideration of "all relevant factors" which have a bearing on the "best interests of the children residing in the area described in the petition". The Rule gives some examples of factors that can be considered but is not an exclusive list.

The petitioners' initial written statement of reasons prompting the requested change of district boundaries, included the following:.

"In making this request, we have not considered the relative strengths and qualities of the two districts; we simply consider ourselves to be a part of the Cassia School District 151 community. We also believe this change will be in the best interest of the nine (9) school age children currently affected, and we believe the impact to both districts will be minimal. The following outlines our reasoning for this request:

1. **Contiguous to District 151.** The one and a half square miles as defined in the petition borders District 151 along the south side.

2. **All Students Attend District 151.** Although this one and a half square mile area is currently in District 331, none of the students living in this area have attended District 331 schools in over five years.

3. **District 331 Busing Policy.** According to the Transportation Research Board of the National Academy of Sciences, the school bus is the absolute safest way to get to and from school. It is far safer than walking, riding a bike or even driving yourself. We, as a neighborhood, have made attempts to work out a busing solution for the safety of our children. District 151 has been willing to provide busing for our children, however

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District 331 has refused to grant the permission needed for such busing. At the present time, our children must be dropped off at a designated bus stop a few miles from our homes. This bus stop is at an intersection that is heavily traveled by farming and dairy operations. Based on bus safety statistics, our children will be safer being picked up in front of our homes rather than being transported to a bus stop.

4. **Annual Petition.** Although we consider ourselves to be part of the School District 151 community, and our children have not attended school anywhere else in over five years, we must annually petition District 151 Board of Trustees each January to assure that our children will be allowed to attend District 151 for the following school year. While we appreciate District 151's willingness to grant our yearly requests, granting this request for a change in district boundaries would eliminate this annual task and the possibility of denial. The concern for denial comes from the open enrollment confirmation letter which states "Please be advised that if, at the first of the school year the number of in-district enrollment numbers are too high, the principal may re-evaluate your application." Removing this constant "uncertainty" would definitely be in the best interest of the children.

5. **Grass Roots Support.** Of the eight eligible voters that reside within the area of the petition, eight have been contacted and all eight have signed the Petition to Change District Boundaries.

6. **Minimal Effect to Tax Base.** As no students living in the one and a half square mile area attend school in District 331, there will be no reduction of students. We do recognize that District 331 will lose tax base on four homes and approximately one and a quarter square miles of agricultural land, however, given the large size of District 331's tax base, and its current and expected growth, we believe that District 331 will never miss the tax base derived from this small area.

As Petitioners, we trust that the Board of Trustees of both districts will recognize that we strongly perceive ourselves as being part of the District 151 community. We look forward to being "full patrons" of District 151 and we trust that both Districts will focus on what is best for the students and the families involved." (EX. 100, pp.5-6)

In response, District #331's initial written statement opposing the Petition can be summarized as follows:

1. The initial petition was characterized as being in the "best interests of the children and *families* involved". Applicable law does not recognize the "best interests of the families" as a proper criteria to consider;

2. **"Availability of Open Enrollment.** The desires of parents and other family members to move their children from one school district to another are adequately addressed in the Idaho Code sections dealing with open enrollment - specifically sections 33-1401 et al. Section 33-1402 provides that whenever the parent or guardian of any pupil determines that it is in the best interest of the pupil to attend a school within another district such pupil, or pupils, may be transferred to and attend the selected school subject to the provisions of I.C. 33-1402 & 33-1402. The petitioners have not alleged that there is a problem with open enrollment in their desired school district. What the petitioners are seeking relief from is having to annually enroll their children in another district and bus

RECOMMENDED ORDER- 8

them to nearby bus stops. Petitioners claim that they have a concern that District 151 may deny them access to their desired schools. This alleged "concern for denial" comes from a standard form sent from District 151, which merely asserts the district's policy preference for resident students. The petitioners further state that removing "this constant 'uncertainty' would definitely be in the best interest of the children." Although uncertainty and the need to annually enroll maybe concerns of the parents of the children involved, the petitioners have not shown how these factors, if eliminated, would be in the best interests of their children." (Above and following quotes from EX.101)

3. **"District 331 Provides Adequate Schools.** District 331 schools have not been shown to be deficient in any manner nor has the petition raised the issue. District 331 is a suitable district for instruction as are each of the individual schools that the children of the petitioners would attend if their children attended District 331 schools. The children of the families named in the petition, if attending District 331 schools, would attend Acequia Elementary, East Minico Middle School and Minidoka County High School."

4. **"No Explanation as to Why Annexation Would be in the Best Interests of Children.** The Petition fails to demonstrate why excision from District 331 and annexation by District 151 would be in the best interests of the children. The amount of travel to and from Minidoka County Schools has not been shown to be excessive nor has the petition raised that issue. Acequia Elementary is approximately four (4) miles from the petitioners' residences, East Minico is approximately seven (7) miles from the petitioners' residences and Minico High School is approximately nine (9) miles from the petitioners' residences. The petitioners have not stated how far the District 151 schools that they currently attend are from their residences."

5. **"Precedent.** District 331 has real property located in Minidoka, Jerome. Lincoln and Cassia Counties. If pockets of parents begin requesting excision, the District will potentially lose significant numbers of students and property with the final result being a dwindling tax base. The dwindling tax base and the unpredictability of actions such as this will handicap the District as it attempts to set responsible budgets for subsequent school years and set long-term plans for the future. If the State Board of Education allows this excision and the annexation into District 151, it sends a clear message that if open enrollment creates a perceived hardship on a parent such as having to drive your children to school, then the solution is to file a petition for annexation and force another district to transport your children to and from your preferred school."

6. "A District 151 bus is picking up petitioners' children at a designated bus stop. The true concern of petitioners appears to be the fact that they have to take some part in insuring that then children are transported to the schools and district of their choice. While traffic patterns are important in analyzing the safety of students, District 331 does not believe that the safety of petitioners' children is in any way jeopardized by being transported to a bus stop a few miles from their home."

7. Both Districts are "interested parties" as the term is used in IDAPA 08.02.01.050.01 (b)(ii) and both Districts oppose the change of boundaries.

8. **"The Adjustment of the Children to Their Home and Neighborhood Environment.** District 331 is without comment as to the adjustment of the children to their home and neighborhood environment. However, District does not believe this is a factor that should carry any weight with the decision maker in this matter as there will be no change to the children's home or neighborhood environment."

RECOMMENDED ORDER. 9

9. "Suitability of the Schools and District. There is no evidence in the petition as to the suitability of the schools and school District that would be gaining students in this matter. District 331 believes that District 151 provides a suitable education for its students and that there is sufficient capacity to absorb the students full time as they are currently attending District 151 schools."

The initial written response from District #151 opposing the boundary change can be summarized as follows:

1. "The students residing in the area identified in the petition are currently attending Cassia Joint School District 151 schools through the open enrollment process. The Cassia Joint School District 151 Board of Trustee surmised that since the students have access to and are enrolled in Cassia Schools there is no need to annex any portion of the Minidoka Joint District 331 into the Cassia Joint School District." (EX. 200, p.2)

Witnesses' testimony at the public hearing generally followed their positions summarized above but provided additional evidence, some focused more specifically on bus transportation issues, some focused on both Districts' opposition to the proposed boundary change. The following findings are based on the Hearing Officer's review of the documentary evidence and oral testimony:

1. The area proposed for excision/ annexation ("the property") is in a rural part of Cassia County that is somewhat isolated from the closest urban areas of Rupert, Declo, and Burley. An east-west roadway – formerly named '200 South' and now re-named '400 North' - runs along the south boundary of the property and is the south boundary of District #331 and the north boundary of District #151. East of the property is desert (presumably BLM land) where there is no housing development.(Rushton test.) There is scattered housing development some distance north of the property and some to the west. (Rushton, Bywater test. EX. 105)

2. There are four residences located on the property, occupied by four families with 9 school age children (two additional pre-school age children)- all of them attending District #151 schools in the Declo area for six or more years on an "open enrollment" basis.(Rushton test.) One or more of the petitioner families will have school age children for the next 14 years. (Rushton test.) All adults eligible to vote living on the property signed in support of the petition. The petitioners are aware that they will pay higher property taxes as a result of higher school district tax levies in District #331 if the petition is approved. (EX. 102, Rushton test.) While some or all of the petitioners may shop in or travel to Rupert for a variety of reasons, they feel primarily connected with the Declo community as a result of their involvement with District #331 schools, school functions, fundraisers, sports activities, etc. (Rushton test.)

RECOMMENDED ORDER. 10

3. District #331 will not allow District #151 school busses to enter it's territory for a variety of reasons, including the possibility that some children might get confused about the proper bus to board. (Duncan test.) As a result, petitioners either drive their children to a designated school bus stop located a mile or more from the property or occasionally drive their children to school. School districts attempt to pick children up directly in front of their homes in rural areas to discourage children from walking along country roads where there is traffic but no sidewalk or dedicated walkway. (Bywater test.) Heavy truck traffic associated with farm and large dairy operations exists on '400 North' - the Districts' present boundary line – and the roadway along which petitioners' childrens' present bus stop is located. (Rushton test.) Aside from potential traffic hazards, the current bus stop is in front of a potato cellar and floods periodically causing problems.

4. The travel distances from the property to either of the District schools is roughly equal. (EX. 105, Bywater, Rushton test.) Travel distance from the property to the District #151's Declo High School is 11 miles vs. 13 miles to District #331's Minico High School.

5. There is no evidence to suggest that either District offers more academic opportunities than the other.

6. Both Districts have opposed the petition based on an expectation that allowing it might set a precedent (i.e. that other neighborhood groups might petition for boundary changes) and 'open enrollment' policies provide a satisfactory alternative for parents who wish to send their children to out-of-district schools. (Rogers, Smyer, Duncan test.) Excissions/ annexations can also complicate budgeting, curriculum planning and other aspects of school administration. (Dr. Rogers test.) However, there is no proscribed method, other than a petition filed pursuant to Idaho Code 33-308, to address the long term needs of parents who, like petitioners, have determined that it is in their childrens' best interests to attend schools "out of district". Likewise, there is no evidence (other than speculation) that approval of *one* annexation/excision request *causes* others to be filed.

The petitioners all believe that it is in their childrens' best interests to attend schools in District #151 and are willing to pay higher taxes to meet their childrens' needs. Dr. Rogers, Superintendent of District #331, acknowledged that "it was in the best interest of those students to attend those schools.... (referring to the current situation where all petitioners' children are attending District #331 schools) although he did qualify his statement by testifying that there were other remedies besides excision/annexation to accommodate their best interests, i.e. the open enrollment system.

Idaho Code 33-308 and IDAPA 08.02.01.050 requires an answer to the question "Is the excision and annexation in the best interests of *the children residing in the area described in the petition*" (Emphasis supplied). The statute's and rule's focus on the best interests of *those* children- not the best interests of other children or one of the Districts- leads this Hearing Officer to conclude that, while other interests such as Dr. Rogers, Mr. Smyer, and Mr. Duncan testified about might be considered, they are secondary.

For at least the past five years it has been in the best interests of all the children residing in the area described in the petition to attend District #151 schools and that

RECOMMENDED ORDER- 11

circumstance is likely to continue for a decade or more into the future. That has been, and is, the clear and unanimous opinion of their parents who know the children best and are primarily responsible for their well-being. While the Hearing Officer is sensitive to the need for stability of district boundaries to encourage long term planning within our educational system, Idaho Code 33-308 makes the best interests of students in the affected area of paramount importance.

CONCLUSION

Based on the evidence in the record this Hearing Officer finds that the petitioners have proved, by a preponderance of evidence, that:

(1) the excision of the subject property, as proposed, will not leave the Minidoka County Joint School District #331 with a bonded debt in excess of the limit prescribed by law;

(2) the excision and annexation, as proposed, is in the best interests of the children residing in the area described in the petition.

Based on the discussion, analysis, findings and conclusions of law set forth above this Hearing Officer recommends that the Board of Education approve this pending petition.

DATED this 17th day of March, 2008.



Richard A. Carlson, Hearing Officer

RECOMMENDED ORDER- 12

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008


CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 17th day of March, 2008, the above and foregoing as served on the following by placing a copy of the same in the United States mail, postage prepaid and properly addressed to the following:

Julie Rushton
1394 E. 500 N.
Jackson, ID 83350

Michael Tribe
Robinson & Associates
P.O. Box 396
Rupert, ID 83350

Douglas R. Whipple
Attorney at Law
P.O. Box 249
Burley, ID 83318



Richard A. Carlson
Hearing Officer

RECOMMENDED ORDER- 13

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

February 20, 2008

Julie Rushton
1394 East 500 North
Jackson, ID 83350

Richard A. Carlson, Hearing Officer
P.O. Box 21
Filer, ID 83328

Re: Petition to Change School District Boundaries

Mr. Carlson, as per your instruction, I am sending additional exhibits we wish to have included with the original petition and exhibits.

I will be speaking on behalf of the petitioners. We do not have any other witnesses that we will be calling.

Sincerely,



Julie Rushton

EXHIBIT 1
114

Exhibit 2 - Minimal Effect to Tax Base

Current Comparison of Both School Districts

	1999 Tax Base	2007 Tax Base	Increase	% Increase
District 331	804,367,826	903,107,180	98,739,354	12.28%
District 151	818,207,206	949,478,984	131,271,778	16.04%

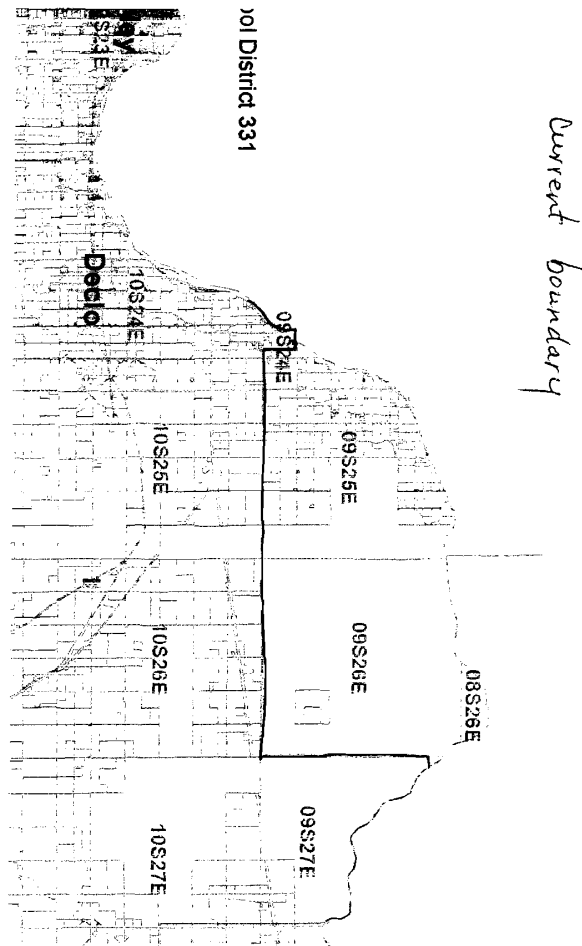
Effect to Tax Base and % of Bonded Debt if Petition is Granted

	2007 Tax Base	Bonded Indebtedness	
District 331	903,107,180	23,050,000	2.5523%
Petition Area	-798,234		
	902,308,946	23,050,000	2.5546%

(Data obtained from Idaho Department of Education Website, "Tax levies for school purposes" and from the respective school districts)

EXHIBIT 1
2/4

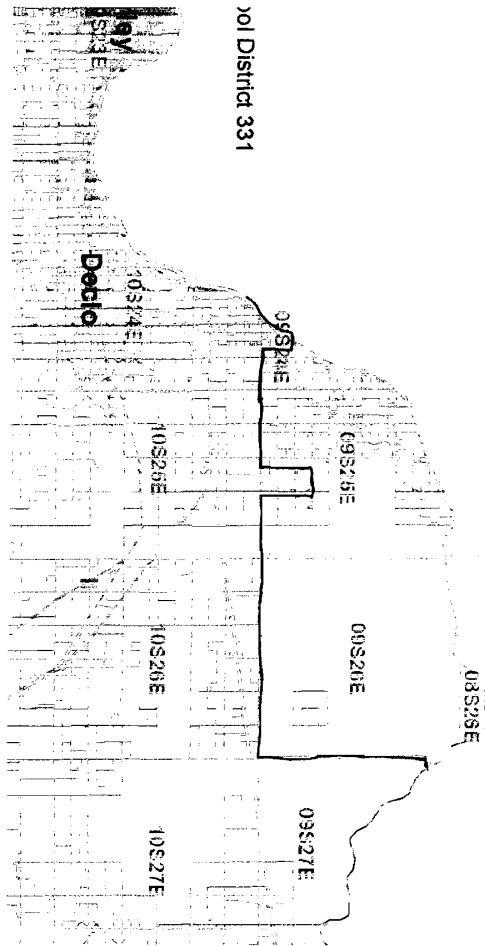
Exhibit 3



1
3/4

Exhibit 4

Proposed boundary



414

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

RECEIVED

NOV 21 2007

Petition to Change District Boundaries

Addressed to: Minidoka County Joint School District 331 Board of Trustees
633 Fremont Ave. Rupert, ID 83350

MINIDOKA COUNTY SCHOOLS
DISTRICT OFFICE

Cassia County Joint School District 151 Board of Trustees
237 East 19th St. Burley, ID 83318

November 20, 2007

Dear Trustees,

We, the undersigned, do respectfully petition that the following described real property be excised from Minidoka School District 331 and be annexed into Cassia School District 151, to wit:

Township 9 South, Range 25 East of the Boise Meridian, Cassia County, Idaho

Section 26: W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 27: SE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$
Section 34: E $\frac{1}{2}$ and E $\frac{1}{2}$ W $\frac{1}{2}$
Section 35: W $\frac{1}{2}$ W $\frac{1}{2}$

The maps showing the boundaries of both districts as they presently appear and as they would appear should the excision and annexation be approved are attached as Exhibit A and B respectively.

Also included is an outline of reasons for making this request (Exhibit C).

The number of school age children (K-12) residing in the area described in the petition and thereby directly affected by this decision is currently nine.

As patrons of Cassia School District 151, we will assume our proportionate share of any bonded debt and also the interest thereon.

As outlined in the letter attached as Exhibit C, there are numerous reasons for submitting this petition. However, the overwhelming reason that we make this request is that we believe this change is in the best interest of the children and families involved.

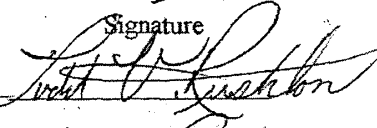
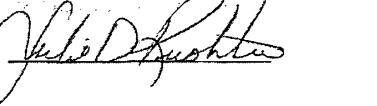
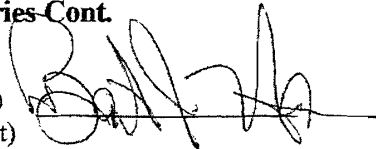
Name	Address	Phone	Signature
Todd V. Rushton	1394 E. 500 N. Jackson (former address: 746 E. 100 S. Rupert)	436-5206	
Julie D. Rushton	1394 E. 500 N. Jackson (former address: 746 E. 100 S. Rupert)	436-5206	

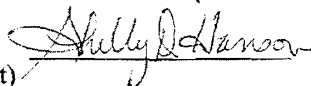
EXHIBIT 100
11-6

Petition to Change District Boundaries-Cont.

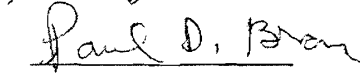
Barton J. Hanson 496 N. 1450 E. Jackson 436-1690
(former address: 104 S. 800 E. Rupert)



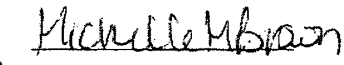
Shelly D. Hanson 496 N. 1450 E. Jackson 436-1690
(former address: 104 S. 800 E. Rupert)



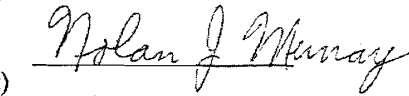
Paul D. Brown 548 N. 1450 E. Jackson 436-5260
(former address: 52 S. 800 E. Rupert)



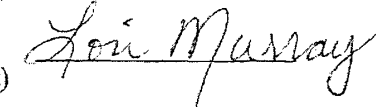
^{H.}
Michelle J. Brown 548 N. 1450 E. Jackson 436-5260
(former address: 52 S. 800 E. Rupert)



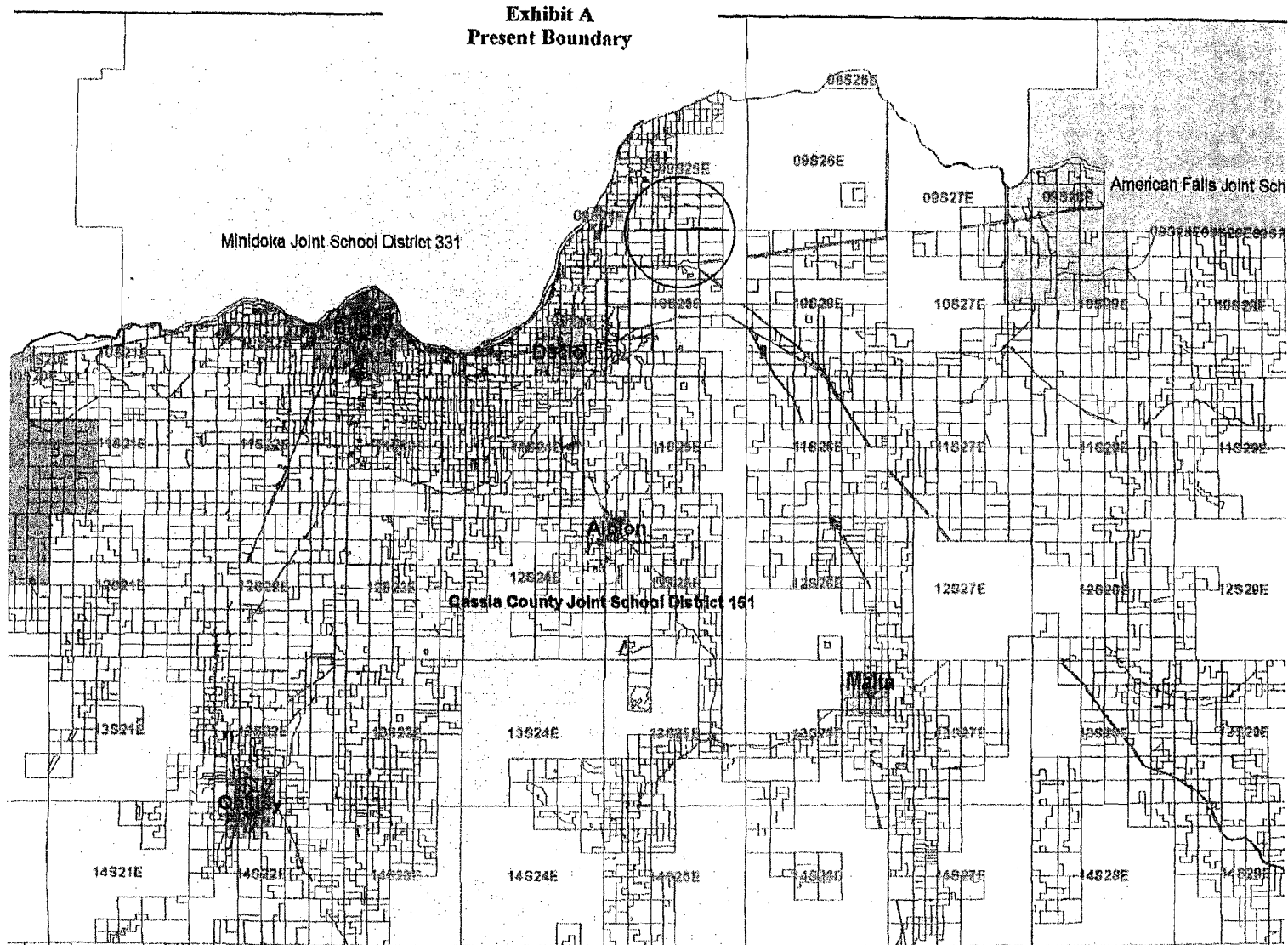
Nolan J. Murray 1452 E. 500 N. Jackson 436-9866
(former address: 802 E. 100 S. Rupert)



Lori Murray 1452 E. 500 N. Jackson 436-9866
(former address: 802 E. 100 S. Rupert)



STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008



STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

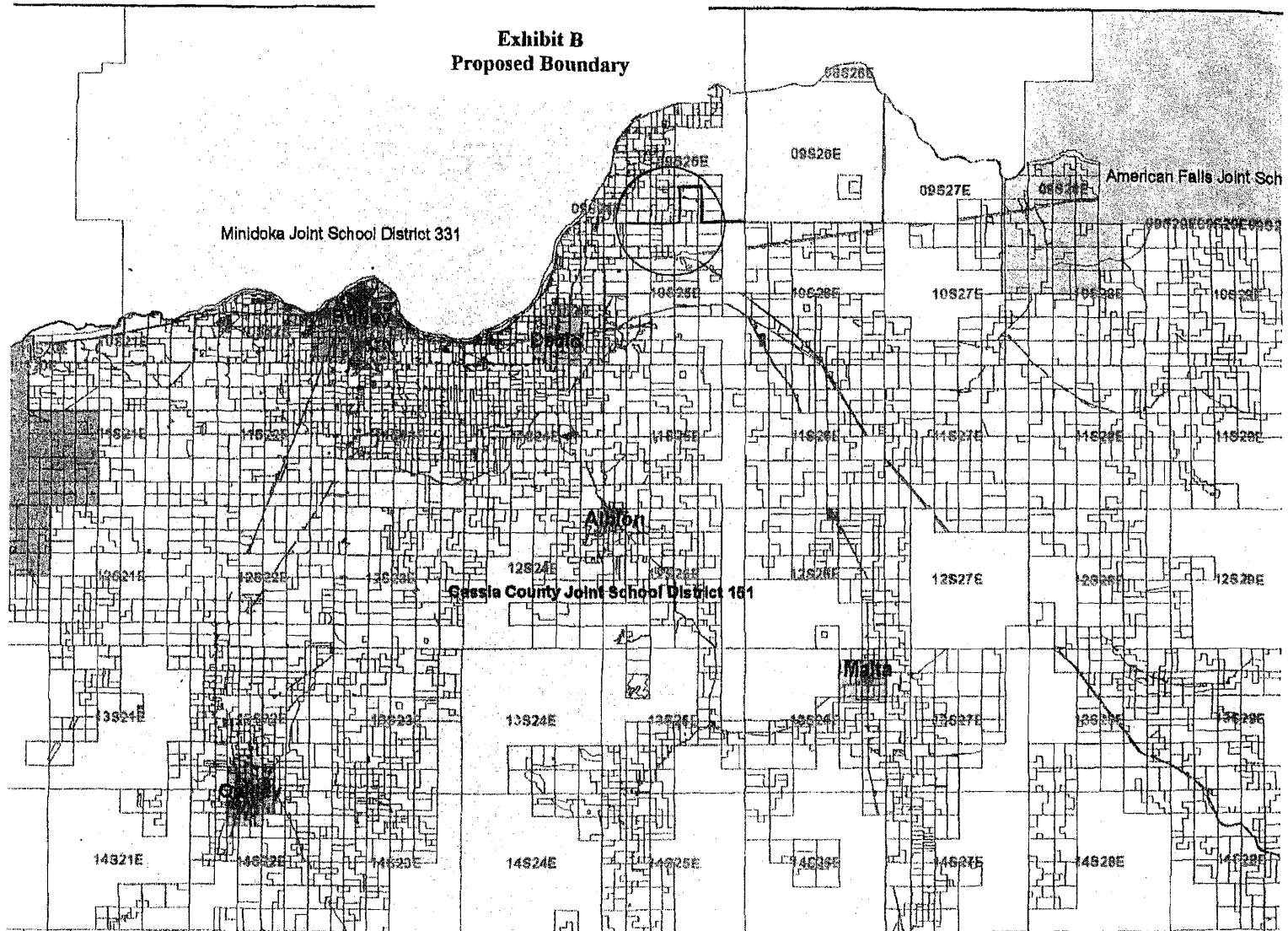


Exhibit C
Reasons for Submitting this Petition

This letter is written in support of a Petition to Change District Boundaries. Pursuant to Chapter 308 of Title 33 of the Idaho code, the attached petitioners request that a School District Boundary change be made in order for the parcel of land identified in the petition to be excised from the Minidoka School District 331 and annexed into the Cassia School District 151.

In making this request, we have not considered the relative strengths and qualities of the two districts; we simply consider ourselves to be a part of the Cassia School District 151 community. We also believe this change will be in the best interest of the nine (9) school age children currently affected, and we believe the impact to both districts will be minimal. The following outlines our reasoning for this request:

1. **Contiguous to District 151** The one and a half square miles as defined in the petition borders District 151 along the south side.
2. **All Students Attend District 151** Although this one and a half square mile area is currently in District 331, none of the students living in this area have attended District 331 schools in over five years.
3. **District 331 Busing Policy** According to the Transportation Research Board of the National Academy of Sciences, the school bus is the absolute safest way to get to and from school. It is far safer than walking, riding a bike or even driving yourself. We, as a neighborhood, have made attempts to work out a busing solution for the safety of our children. District 151 has been willing to provide busing for our children, however District 331 has refused to grant the permission needed for such busing. At the present time, our children must be dropped off at a designated bus stop a few miles from our homes. This bus stop is at an intersection that is heavily traveled by farming and dairy operations. Based on bus safety statistics, our children will be safer being picked up in front of our homes rather than being transported to a bus stop.
4. **Annual Petition** Although we consider ourselves to be part of the School District 151 community, and our children have not attended school anywhere else in over five years, we must annually petition District 151 Board of Trustees each January to assure that our children will be allowed to attend District 151 for the following school year. While we appreciate District 151's willingness to grant our yearly requests, granting this request for a change in district boundaries would eliminate this annual task and the possibility of denial. The concern for denial comes from the open enrollment confirmation letter which states "Please be advised that if, at the first of the school year the number of in-district enrollment

5/6

numbers are too high, the principal may re-evaluate your application.” Removing this constant “uncertainty” would definitely be in the best interest of the children.

5. **Grass Roots Support** Of the eight eligible voters that reside within the area of the petition, eight have been contacted and all eight have signed the Petition to Change District Boundaries.

6. **Minimal Effect to Tax Base** As no students living in the one and a half square mile area attend school in District 331, there will be no reduction of students. We do recognize that District 331 will lose tax base on four homes and approximately one and a quarter square miles of agricultural land, however, given the large size of District 331’s tax base, and its current and expected growth, we believe that District 331 will never miss the tax base derived from this small area.

As Petitioners, we trust that the Board of Trustees of both districts will recognize that we strongly perceive ourselves as being part of the District 151 community. We look forward to being “full patrons” of District 151 and we trust that both Districts will focus on what is best for the students and the families involved.

We respectfully request that the School Boards of District 331 and District 151 and the Idaho State Board of Education favorably consider our request to be excised from District 331 and be annexed into District 151.

Respectfully,

The Petitioners as signed on the preceding petition.

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Minidoka County School District #331

"Schools and Families Working Together"

Board Members

Brian Duncan, Chairman
Greer Copeland, Vice-Chairman
Doyle Price, Trustee
George MacDonald, Trustee
Tammy Stevenson, Trustee

Administration

Dr. Scott A. Rogers, Superintendent
John Fennell, Assistant Superintendent
Betty Miller, Board Clerk
Michelle DeLuna, Business Manager

December 17, 2007

Idaho State Board of Education
650 West State Street
PO Box 83720
Boise, Idaho 83720-0027

RE: Written Statement Opposing Proposed Alteration of District Boundaries

In compliance with Idaho Code § 33-308(3), the Board of Trustees of Joint School District No. 331, Minidoka, Jerome, Lincoln and Cassia Counties ("District 331") hereby transmit the *Petition to Change District Boundaries* received by District 331 on November 21, 2007, and its written recommendation of opposition to such petition.

I. Timeliness of Recommendation

As required by Idaho Code § 33-308(3), District 331 files its written recommendation to the State Board of Education no later than ten (10) days after its first regular meeting held subsequent to receipt of the petition.

The first regular board meeting held subsequent to receipt of the petition was December 17, 2007. Prior to that meeting, the last regularly scheduled board meeting was held on November 19, 2007.

II. Opposition to Petition

District 331 objects to the petition and joins with the Board of Trustees of Joint School District 151 who represented to District 331 that it also opposes the petition.

At page one of the "Petition to Change District Boundaries" petitioners state that:

[T]here are numerous reasons for submitting this petition. However, the overwhelming reason that we make this request is that we believe this change is in the best interest of the children and families involved.

EXHIBIT 101

While the best interest of the children involved is a viable factor for the State Board of Education and the Superintendent of Public Instruction to consider, the best interest or convenience of the families is not a factor that can lawfully be considered. *See generally* I.C. § 33-308 and IDAPA 08 Title 02 Chapter 01.050 – *Rule Governing Administration*.

The District objects to the petition and recommends denial of the petition for the following reasons:

a. Availability of Open Enrollment

The desires of parents and other family members to move their children from one school district to another are adequately addressed in the Idaho Code sections dealing with open enrollment - specifically sections 33-1401 *et al.* Section 33-1402 provides that whenever the parent or guardian of any pupil determines that it is in the best interest of the pupil to attend a school within another district such pupil, or pupils, may be transferred to and attend the selected school subject to the provisions of I.C. § 33-1402 & 33-1402.

The petitioners have not alleged that there is a problem with open enrollment in their desired school district. What the petitioners are seeking relief from is having to annually enroll their children in another district and bus them to nearby bus stops. Petitioners claim that they have a concern that District 151 may deny them access to their desired schools. This alleged “concern for denial” comes from a standard form sent from District 151, which merely asserts the district’s policy preference for resident students. The petitioners further state that removing “this constant ‘uncertainty’ would definitely be in the best interest of the children.” Although uncertainty and the need to annually enroll maybe concerns of the parents of the children involved, the petitioners have not shown how these factors, if eliminated, would be in the best interests of their children.

b. District 331 Provides Adequate Schools

District 331 schools have not been shown to be deficient in any manner nor has the petition raised the issue. District 331 is a suitable district for instruction as are each of the individual schools that the children of the petitioners would attend if their children attended District 331 schools. The children of the families named in the petition, if attending District 331 schools, would attend Acequia Elementary, East Minico Middle School and Minidoka County High School.

c. No explanation as to Why Annexation Would be in the Best Interests of Children

The Petition fails to demonstrate why excision from District 331 and annexation by District 151 would be in the best interests of the children. The amount of travel to and from Minidoka County Schools has not been shown to be excessive nor has the petition raised that issue. Acequia Elementary is approximately four (4) miles from the petitioners’ residences, East Minico is approximately seven (7) miles from the petitioners’ residences and Minico High School is approximately nine (9) miles from the petitioners’ residences.

The petitioners have not stated how far the District 151 schools that they currently attend are from their residences.

d. Precedent

District 331 has real property located in Minidoka, Jerome, Lincoln and Cassia Counties. If pockets of parents begin requesting excision, the District will potentially lose significant numbers of students and property with the final result being a dwindling tax base. The dwindling tax base and the unpredictability of actions such as this will handicap the District

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as it attempts to set responsible budgets for subsequent school years and set long-term plans for the future.

If the State Board of Education allows this excision and the annexation into District 151, it sends a clear message that if open enrollment creates a perceived hardship on a parent, such as having to drive your children to school, then the solution is to file a petition for annexation and force another district to transport your children to and from your preferred school.

III. Criteria of Review by Superintendent of Public Instruction and Hearing Officer.

Pursuant to IDAPA 08.02.01, the Superintendent of Public Instruction shall appoint a hearing officer in accordance with State Board of Education Governing Policies and Procedures to review the proposed alteration of boundaries. The criteria are specifically whether the alteration as proposed would leave a school district with a bonded debt in excess of the limit proscribed by law and whether the proposed alteration is in the best interest of the children residing in the area described in the petition.

a. Bonded Debt

Based upon a review of District 331's bonded debt, the debt is not such that the Annexation of the petitioner's children would leave District 331 with a bonded debt in excess of the limit prescribed by law as expressed in I.C. § 33-308(4)(b).

b. Best Interests of the Children

In determining the best interest of the affected children pursuant to IDAPA 08.02.01, the hearing officer shall consider all relevant factors, which may include:

- The safety and distance of the children from the applicable schools;
- The views of the interest parties as these views pertain to the interests of the children residing in the petition area;
- The adjustment of the children to their home and neighborhood environment; and
- The suitability of the schools and school district which is gaining students in terms of capacity and community support.

i. Safety and Distance of the Children from the Applicable Schools

Petitioners in Exhibit "C" of their petition cite, without references, to the "transportation Research Board of the National Academy of Sciences" that the school bus is the absolute safest way to get to and from school. Petitioners state that at the present time, "our children must be dropped off at a designated bus stop a few miles from our homes. This bus stop is at an intersection that is heavily traveled by farming and dairy operations."

A District 151 bus is picking up petitioners' children at a designated bus stop. The true concern of petitioners appears to be the fact that they have to take some part in insuring that their children are transported to the schools and district of their choice. While traffic patterns are important in analyzing the safety of students, District 331 does not believe that the safety of petitioners' children is in any way jeopardized by being transported to a bus stop "a few miles from" their home.

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ii. The Views of the Interested Parties

The interested parties are the petitioners, District 151 and District 331. As stated above, both Districts oppose the petition.

iii. The Adjustment of the Children to Their Home and Neighborhood Environment

District 331 is without comment as to the adjustment of the children to their home and neighborhood environment. However, District does not believe this is a factor that should carry any weight with the decision maker in this matter as there will be no change to the children's home or neighborhood environment.

iv. Suitability of the Schools and District

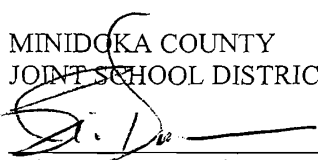
There is no evidence in the petition as to the suitability of the schools and school District that would be gaining students in this matter. District 331 believes that District 151 provides a suitable education for its students and that there is sufficient capacity to absorb the students full time as they are currently attending District 151 schools.

IV. Conclusion

Based on the above, District 331 recommends that the petition be denied. If the petitioners wish to continue to utilize the provisions of Idaho's open enrollment law, they should be allowed to continue in a manner proscribed by law.

DATED this 19 day of December, 2007.

MINIDOKA COUNTY
JOINT SCHOOL DISTRICT NO. 331


Brian Duncan, Chairman

ATTEST:


Betty Miller, Clerk

418

RECEIVED

NOV 21 2007

Petition to Change District Boundaries

Addressed to: Minidoka County Joint School District 331 Board of Trustees
633 Fremont Ave. Rupert, ID 83350

MINIDOKA COUNTY SCHOOLS
DISTRICT OFFICE

Cassia County Joint School District 151 Board of Trustees
237 East 19th St. Burley, ID 83318

November 20, 2007

Dear Trustees,

We, the undersigned, do respectfully petition that the following described real property be excised from Minidoka School District 331 and be annexed into Cassia School District 151, to wit:

Township 9 South, Range 25 East of the Boise Meridian, Cassia County, Idaho

Section 26: W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 27: SE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$
Section 34: E $\frac{1}{2}$ and E $\frac{1}{2}$ W $\frac{1}{2}$
Section 35: W $\frac{1}{2}$ W $\frac{1}{2}$

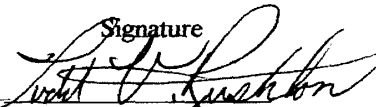

The maps showing the boundaries of both districts as they presently appear and as they would appear should the excision and annexation be approved are attached as Exhibit A and B respectively.

Also included is an outline of reasons for making this request (Exhibit C).

The number of school age children (K-12) residing in the area described in the petition and thereby directly affected by this decision is currently nine.

As patrons of Cassia School District 151, we will assume our proportionate share of any bonded debt and also the interest thereon.

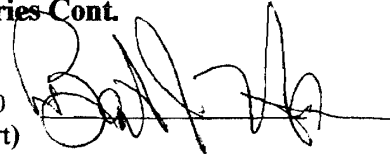
As outlined in the letter attached as Exhibit C, there are numerous reasons for submitting this petition. However, the overwhelming reason that we make this request is that we believe this change is in the best interest of the children and families involved.

Name	Address	Phone	Signature
Todd V. Rushton	1394 E. 500 N. Jackson (former address: 746 E. 100 S. Rupert)	436-5206	
Julie D. Rushton	1394 E. 500 N. Jackson (former address: 746 E. 100 S. Rupert)	436-5206	

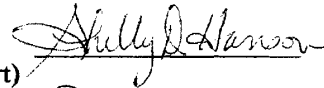
5/8

Petition to Change District Boundaries Cont.

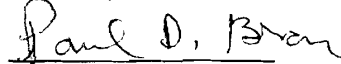
Barton J. Hanson 496 N. 1450 E. Jackson 436-1690
(former address: 104 S. 800 E. Rupert)



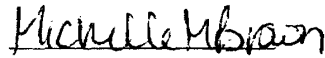
Shelly D. Hanson 496 N. 1450 E. Jackson 436-1690
(former address: 104 S. 800 E. Rupert)



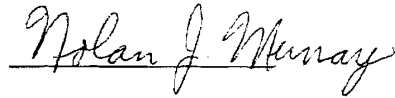
Paul D. Brown 548 N. 1450 E. Jackson 436-5260
(former address: 52 S. 800 E. Rupert)



^{H.}
Michelle J. Brown 548 N. 1450 E. Jackson 436-5260
(former address: 52 S. 800 E. Rupert)



Nolan J. Murray 1452 E. 500 N. Jackson 436-9866
(former address: 802 E. 100 S. Rupert)



Lori Murray 1452 E. 500 N. Jackson 436-9866
(former address: 802 E. 100 S. Rupert)

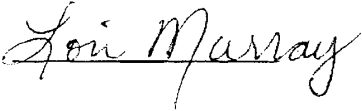


Exhibit A
Present Boundary

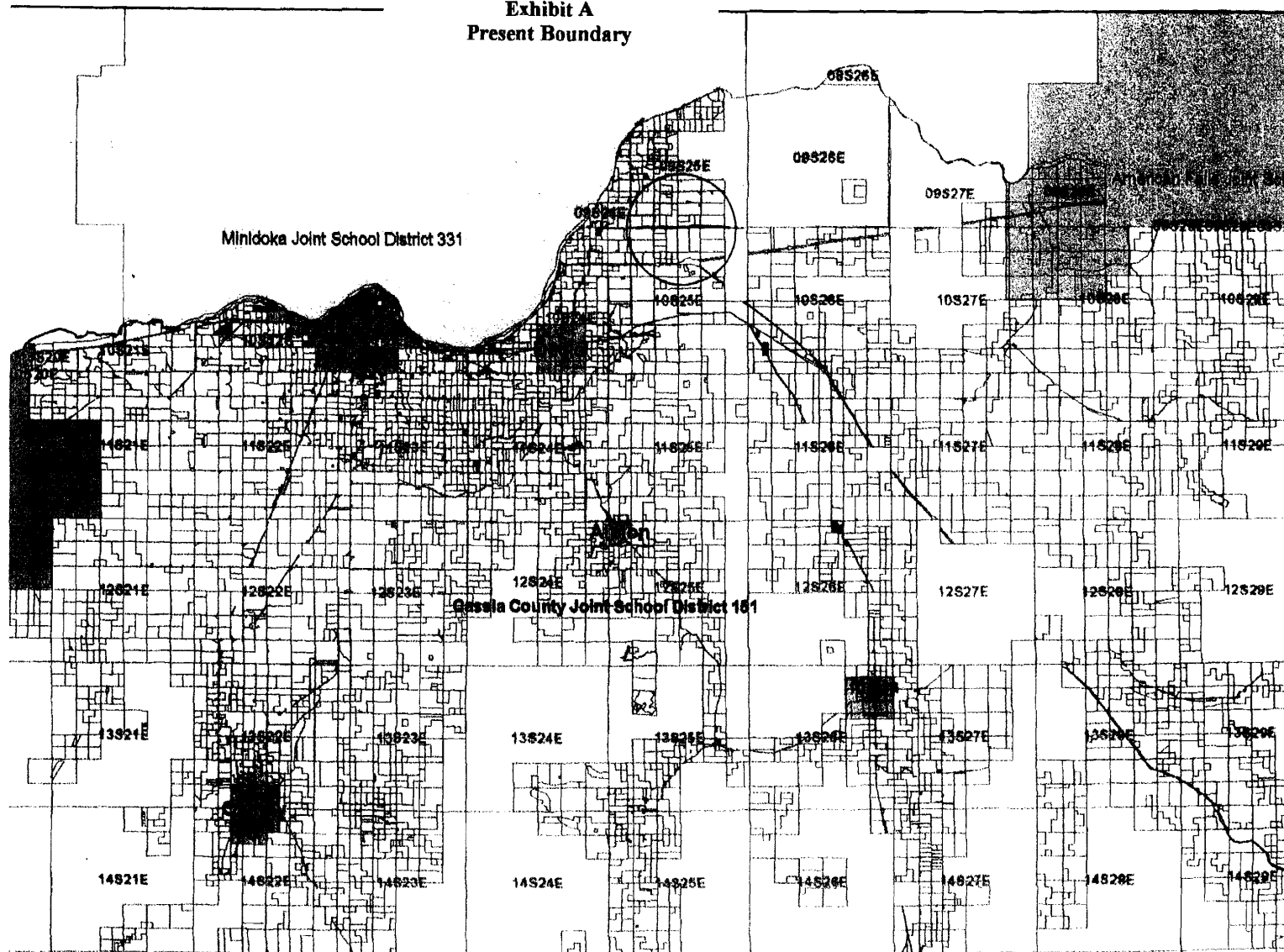


Exhibit C
Reasons for Submitting this Petition

This letter is written in support of a Petition to Change District Boundaries. Pursuant to Chapter 308 of Title 33 of the Idaho code, the attached petitioners request that a School District Boundary change be made in order for the parcel of land identified in the petition to be excised from the Minidoka School District 331 and annexed into the Cassia School District 151.

In making this request, we have not considered the relative strengths and qualities of the two districts; we simply consider ourselves to be a part of the Cassia School District 151 community. We also believe this change will be in the best interest of the nine (9) school age children currently affected, and we believe the impact to both districts will be minimal. The following outlines our reasoning for this request:

1. **Contiguous to District 151** The one and a half square miles as defined in the petition borders District 151 along the south side.
2. **All Students Attend District 151** Although this one and a half square mile area is currently in District 331, none of the students living in this area have attended District 331 schools in over five years.
3. **District 331 Busing Policy** According to the Transportation Research Board of the National Academy of Sciences, the school bus is the absolute safest way to get to and from school. It is far safer than walking, riding a bike or even driving yourself. We, as a neighborhood, have made attempts to work out a busing solution for the safety of our children. District 151 has been willing to provide busing for our children, however District 331 has refused to grant the permission needed for such busing. At the present time, our children must be dropped off at a designated bus stop a few miles from our homes. This bus stop is at an intersection that is heavily traveled by farming and dairy operations. Based on bus safety statistics, our children will be safer being picked up in front of our homes rather than being transported to a bus stop.
4. **Annual Petition** Although we consider ourselves to be part of the School District 151 community, and our children have not attended school anywhere else in over five years, we must annually petition District 151 Board of Trustees each January to assure that our children will be allowed to attend District 151 for the following school year. While we appreciate District 151's willingness to grant our yearly requests, granting this request for a change in district boundaries would eliminate this annual task and the possibility of denial. The concern for denial comes from the open enrollment confirmation letter which states "Please be advised that if, at the first of the school year the number of in-district enrollment

8/8

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

TAX IMPACT FOR RESIDENTS OF BOTH COUNTIES

0.002326 CURRENT MINIDOKA SCHOOL LEVY *	0.003549 CURRENT CASSIA SCHOOL LEVY RATE
0.002378 MINIDOKA SCHOOL LEVY RATE AFTER <u>ALL</u>	0.003477 CASSIA SCHOOL LEVY RATE AFTER <u>ALL</u> JACKSON ANNEXES
0.002328 MINIDOKA SCHOOL LEVY RATE AFTER 4	0.003546 CASSIA SCHOOL LEVY RATE AFTER 4 RESIDENTS ANNEX

PER EVERY \$100,000 OF HOME VALUE W/1 ACRE

\$ 116.30 SCHOOL TAXES BEFORE JACKSON ANNEXATION (BOTH JACKSON AND MINIDOKA RESIDENT)
\$ 118.90 MINIDOKA RESIDENT NEW SCHOOL TAX AFTER ALL JACKSON ANNEXATION
\$ 116.40 MINIDOKA RESIDENT NEW SCHOOL TAX AFTER 4 RESIDENTS ANNEXATION
\$ 173.85 JACKSON RESIDENT NEW SCHOOL TAX AFTER ALL JACKSON ANNEXATION
\$ 177.32 4 JACKSON RESIDENTS NEW SCHOOL TAX AFTER ANNEXATION

PER EVERY \$100,000 OF VALUE FARM

\$ 232.59 SCHOOL TAXES BEFORE JACKSON ANNEXATION (BOTH JACKSON AND MINIDOKA RESIDENT)
\$ 237.80 MINIDOKA RESIDENT NEW SCHOOL TAX AFTER JACKSON ANNEXATION
\$ 232.80 MINIDOKA RESIDENT NEW SCHOOL TAX AFTER 4 RESIDENTS ANNEXATION
\$ 347.70 JACKSON RESIDENT NEW SCHOOL TAX AFTER JACKSON ANNEXATION
\$ 354.64 4 JACKSON RESIDENTS NEW SCHOOL TAX AFTER ANNEXATION

The Jackson Area residents will have to pay Cassia County taxes which is a higher levy rate, but will be slightly less with the added property values added to Cassia's tax roles. Cassia's taxable value will increase 19,775,627 if entire Jackson area annex for the school district portion of their levy.

* NOTE THIS IS THE LEVY AFTER THE CORRECTION OF THE \$40,000,000 ERROR.

EXHIBIT 102
///

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

2007 Dollar Certification of Budget Request to Board of County Commissioners L-2 School Districts (the L-2 worksheet and the Voter Approved Fund Tracker must be attached)							
District Name: MINIDOKA COUNTY SCHOOLS #331				County(ies): MINIDOKA			
Fund	Total Approved Budget*	Cash Forward Balance	Other revenue <i>NOT</i> shown in Column 5	Property Tax Replacement Money (cannot exceed line 12 of L-2 Worksheet)	Balance to be levied	Calculated Levy Rate	Maximum Levy Rate
					Col. 2 minus (Cols. 3+4+ 5)	(County Use Only)	(County Use Only)
1	2	3	4	5	6	7	8
M& O	22,807,244	1,300,000	21,507,244		-	0.000000000	
Tort Fund	76,011	-	-	76,011	-	0.000000000	
Supplemental	1,200,000	-	-	-	1,200,000	0.001328746	
Bond #1	745,000	-	435,000	842	309,158	0.000342327	
Bond #2	961,000	-	581,000		380,000	0.000420770	
Judgement 63-1305	211,227	-	-		211,227	0.000233889	
Pipeline Judgement	160	-	-		160	0.000000177	
Subtotal: (non-exempt funds) Total tort fund:							
Column Total:	26,000,642	1,300,000	22,523,244	76,853	2,100,545	0.002325909	
I certify that the amounts shown above accurately reflect the budget being certified in accordance with the provisions of I.C. §63-803. To the best of my knowledge, this district has established and adopted this budget in accordance with all provisions of Idaho Law.							
Business Manager						8/25/2007	
Signature of District Representative				Title		Date	
Michelle DeLuna							
633 Fremont Ave, Rupert, Idaho 83350				Email Address:		mdeluna@sd331.k12.id.us	
Please print Contact Name, Mailing Address, and E-mail address							
Phone Number:		(208) 436-4727		Fax Number:		(208) 436-6593	
Net Taxable Market Value Computation: For County Clerk Use Only							
County	New Construction Roll Value:	Annexation Value:	Net Taxable Market Value:				
MINIDOKA	4,470,471.00		836,706,846.00				
CASSIA	1,686,127.00		20,776,764.00				
JEROME	192,720.00		29,793,482.00				
LINCOLN	0		15,830,088.00				
Total Value:	6,349,318		903,107,180				

* Note: Do not include revenue allocated to urban renewal agencies.

Revised 8/2/2006 (form BL008)

EXHIBIT 103 1/4

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

2007 Dollar Certification of Budget Request to Board of County Commissioners L-2 School Districts (the L-2 worksheet and the Voter Approved Fund Tracker must be attached)							
District Name: MINIDOKA COUNTY SCHOOLS #331				County(ies): MINIDOKA			
Fund	Total Approved Budget*	Cash Forward Balance	Other revenue <i>NOT</i> shown in Column 5	Property Tax Replacement Money (cannot exceed line 12 of L-2 Worksheet)	Balance to be levied	Calculated Levy Rate	Maximum Levy Rate
1	2	3	4	5	Col. 2 minus (Cols. 3+4+ 5) 6	(County Use Only) 7	(County Use Only) 8
M& O	22,807,244	1,300,000	21,507,244		-	0.000000000	
Tort Fund	76,011	-	-	76,011	-	0.000000000	
Supplemental	1,200,000	-	-	-	1,200,000	0.001358493	
Bond #1	745,000	-	435,000	842	309,158	0.000349991	
Bond #2	961,000	-	581,000		380,000	0.000430190	
Judgement 63-1305	211,227	-	-		211,227	0.000239125	
Pipeline Judgement	160	-	-		160	0.000000181	
Subtotal: (non-exempt funds) Total tort fund:							
Column Total:	26,000,642	1,300,000	22,523,244	76,853	2,100,545	0.002377980	
I certify that the amounts shown above accurately reflect the budget being certified in accordance with the provisions of I.C. §63-803. To the best of my knowledge, this district has established and adopted this budget in accordance with all provisions of Idaho Law.							
Business Manager						8/25/2007	
Signature of District Representative				Title		Date	
Michelle DeLuna							
633 Fremont Ave, Rupert, Idaho 83350				Email Address:		mdeluna@sd331.k12.id.us	
Please print Contact Name, Mailing Address, and E-mail address							
Phone Number:		(208) 436-4727		Fax Number:		(208) 436-6593	
Net Taxable Market Value Computation: For County Clerk Use Only							
County	New Construction Roll Value:		Annexation Value:		Net Taxable Market Value:		
MINIDOKA	4,470,471.00				836,706,846.00		
CASSIA	1,686,127.00				1,001,137.00		
JEROME	192,720.00				29,793,482.00		
LINCOLN	0				15,830,088.00		
Total Value:	6,349,318				883,331,553		

* Note: Do not include revenue allocated to urban renewal agencies.

Revised 8/2/2006 (form BL008)

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

2007 Dollar Certification of Budget Request to Board of County Commissioners L-2 School Districts (the L-2 worksheet and the Voter Approved Fund Tracker must be attached)							
District Name: MINIDOKA COUNTY SCHOOLS #331				County(ies): MINIDOKA			
Fund	Total Approved Budget*	Cash Forward Balance	Other revenue <i>NOT</i> shown in Column 5	Property Tax Replacement Money (cannot exceed line 12 of L-2 Worksheet)	Balance to be levied	Calculated Levy Rate	Maximum Levy Rate
1	2	3	4	5	Col. 2 minus (Cols. 3+4+ 5) 6	(County Use Only) 7	(County Use Only) 8
M& O	22,807,244	1,300,000	21,507,244		-	0.000000000	
Tort Fund	76,011	-	-	76,011	-	0.000000000	
Supplemental	1,200,000	-	-	-	1,200,000	0.001329921	
Bond #1	745,000	-	435,000	842	309,158	0.000342630	
Bond #2	961,000	-	581,000		380,000	0.000421142	
Judgement 63-1305	211,227	-	-		211,227	0.000234096	
Pipeline Judgement	160	-	-		160	0.000000177	
Subtotal: (non-exempt funds) Total tort fund:							
Column Total:	26,000,642	1,300,000	22,523,244	76,853	2,100,545	0.002327966	
I certify that the amounts shown above accurately reflect the budget being certified in accordance with the provisions of I.C. §63-803. To the best of my knowledge, this district has established and adopted this budget in accordance with all provisions of Idaho Law.							
Business Manager						8/25/2007	
Signature of District Representative				Title		Date	
Michelle DeLuna							
633 Fremont Ave, Rupert, Idaho 83350				Email Address:		mdeluna@sd331.k12.id.us	
Please print: Contact Name, Mailing Address, and E-mail address							
Phone Number:		(208) 436-4727		Fax Number:		(208) 436-6593	
Net Taxable Market Value Computation: For County Clerk Use Only							
County	New Construction Roll Value:	Annexation Value:	Net Taxable Market Value:				
MINIDOKA	4,470,471.00		836,706,846.00				
CASSIA	1,686,127.00		19,978,530.00				
JEROME	192,720.00		29,793,482.00				
LINCOLN	0		15,830,088.00				
Total Value:	6,349,318		902,308,946				

* Note: Do not include revenue allocated to urban renewal agencies.

Revised 8/2/2006 (form BL008)

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

2007 Dollar Certification of Budget Request to Board of County Commissioners L-2 School Districts (the L-2 worksheet and the Voter Approved Fund Tracker must be attached)							
District Name: Cassia County 151				County(ies): Cassia			
Fund	Total Approved Budget*	Cash Forward Balance	Other revenue <i>NOT</i> shown in Column 5	Property Tax Replacement Money (cannot exceed line 12 of L-2 Worksheet)	Balance to be levied	Calculated Levy Rate	Maximum Levy Rate
1	2	3	4	5	Col. 2 minus (Cols. 3+4+ 5) 6	(County Use Only) 7	(County Use Only) 8
Cassia SD Levies					3,370,107	0.003549428	
Subtotal: (non-exempt funds) Total tort fund:							
Column Total:	-	-	-	-	3,370,107	0.003549428	
I certify that the amounts shown above accurately reflect the budget being certified in accordance with the provisions of I.C. §63-803. To the best of my knowledge, this district has established and adopted this budget in accordance with all provisions of Idaho Law.							
Business Manager						8/25/2007	
Signature of District Representative				Title		Date	
Michelle DeLuna							
633 Fremont Ave, Rupert, Idaho 83350				Email Address:		mdeluna@sd331.k12.id.us	
Please print Contact Name, Mailing Address, and E-mail address							
Phone Number:		(208) 436-4727		Fax Number:		(208) 436-6593	
Net Taxable Market Value Computation: For County Clerk Use Only							
County	New Construction Roll Value:	Annexation Value:	Net Taxable Market Value:				
ALL CASSIA PROPERTIES			949,478,984.00				
Total Value:	-		949,478,984				

* Note: Do not include revenue allocated to urban renewal agencies.

Revised 8/2/2006 (form BL008)

MINIDOKA COUNTY SCHOOL DISTRICT # 331
Transportation Department
633 Fremont Ave
Rupert, Idaho 83350
208-436-3311

February 19, 2008

In the past we have sent a bus over to 1450 E from 600 N to 400 N for students that attend Minidoka County schools. We have not done so for the last couple of years due to the fact that these families chose to attend Cassia County schools.

Cassia County picks up these students at the corner of 1250 E and 400 N. From my understanding, Cassia County said at that time that was all the farther their buses would come for these students.

If these families would like to attend Minidoka County schools again, we would be more than happy to pick them up at each of their residences.

In my opinion with the declining student enrollment it would be against our best interest to have another county come into our boundaries and pick up students and transport them to another district.

With adding the 7 miles onto our existing bus route the cost would be:

7 miles @ \$2.13 per mile = \$29.82 per day

\$29.82 x 180 days = \$5367.60

85% reimbursement for our district = \$4294.08 would be what we would gain if they would attend Minidoka County Schools per year.

Increase for our bus route would be approximately 10 minutes for the morning route and approximately 10 minutes for the afternoon route.

Thank you,
Alicia Bywater
Transportation Supervisor
Minidoka County School District # 331

EXHIBIT 104
1/1

EXHIBIT 105

MAP OF DISTRICT

EXHIBIT 105
///



CASSIA JT. SCHOOL DISTRICT NO. 151

237 EAST 19TH STREET • BURLEY, ID 83318-2444 • (208) 878-6600 • FAX (208) 878-4231

Deborah Critchfield
Board Chairman

Mike Matthews
Board Vice-Chairman

Linda Petersen
Board Member

Dee L. Jones
Board Member

Steve Lynch
Board Member

Gaylen Smyer
Superintendent

Pam Wade
Business Manager

December 6, 2007

Dr. Mike Rush, Executive Director
Idaho Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Dr. Rush:

The Cassia Joint School District 151 board of Trustees was presented with a petition on November 26, 2007, from a group of residents requesting to be annexed into the Cassia School District. The petitioners reside in that portion of Cassia County that is included within the boundaries of Minidoka Joint School District 331. The Cassia Joint School District Board of Trustees considered the annexation request at the regular monthly meeting on November 27, 2007. The Cassia Joint School District Board of Trustees passed a resolution showing the Board does not support the petition.

Pursuant to Idaho Code 33-308, the Cassia Joint School District 151 Board of Trustees is transmitting the petition to the Idaho State Board of Education with the recommendation that the petition to request annexation not be granted. The students residing in the area identified in the petition are currently attending Cassia Joint School District 151 schools through the open enrollment process. The Cassia Joint School District 151 Board of Trustee surmised that since the students have access to and are enrolled in Cassia Schools there is no need to annex any portion of the Minidoka Joint District 331 into the Cassia Joint School District.

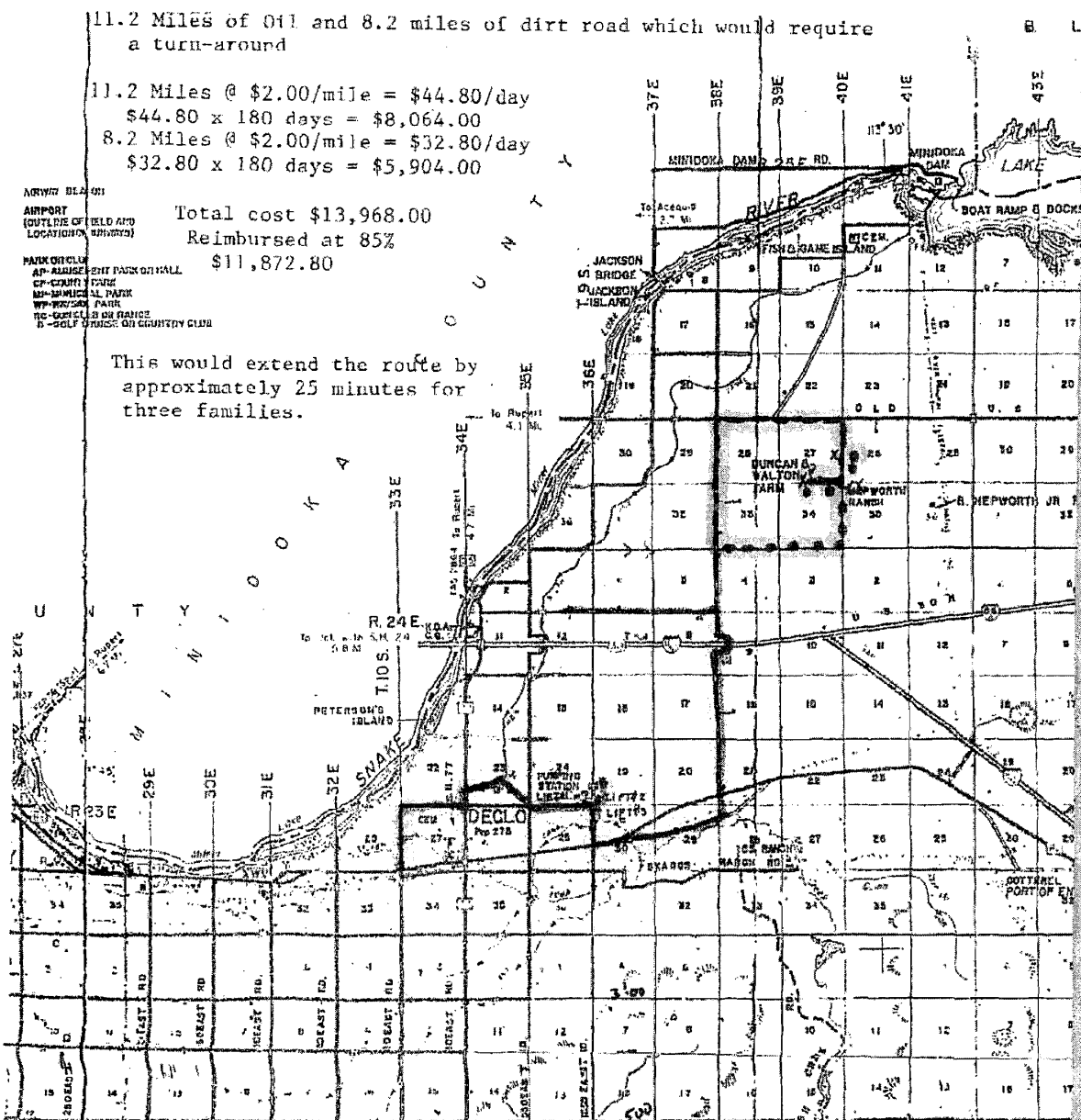
If you require additional information I will be happy to respond to your request(s). I wish to thank the State Board for their time and consideration of this petition.

Sincerely,

Gaylen Smyer

EXHIBIT 106

///



105

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

From: "Gaylen Smyer" <smygalen@sd151.k12.id.us>
Subject: **Second attempt to send documents**
Date: February 15, 2008 10:37:30 PM MST
To: <carlsonr@filertel.com>, <rushton@pmt.org>, <srogers@sd331.k12.id.us>
4 Attachments, 1.2 MB [Save](#)

Mr. Carlson, Mrs. Rushton, and Dr. Rogers:

I apologize for the previous e-mail having no attachments. I attempted to send the contents of an entire folder but I have since learned the documents did not make the journey. Please drop me a note if for some reason this attempt is unsuccessful. Thank you and I am sorry for any inconvenience.

Gaylen Smyer

Tax Impact J....xls (15.5 KB) DHS Classes.xls (23.5 KB) Annex petiti....doc (939 KB)

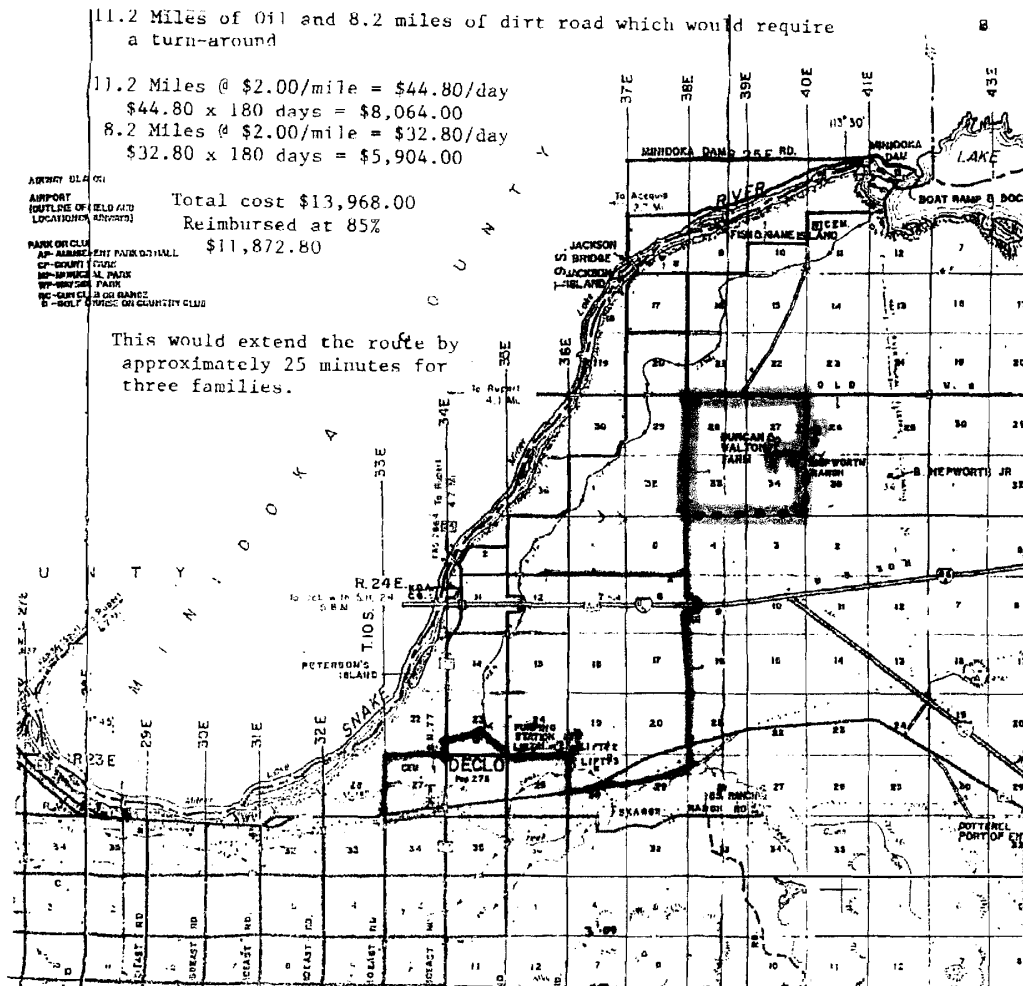


EXHIBIT 200

11 4



CASSIA JT. SCHOOL DISTRICT NO. 151

237 EAST 19TH STREET • BURLEY, ID 83318-2444 • (208) 878-6600 • FAX (208) 878-4231

Deborah Critchfield
Board Chairman

Mike Matthews
Board Vice-Chairman

Linda Petersen
Board Member

Dee L. Jones
Board Member

Steve Lynch
Board Member

Gaylen Smyer
Superintendent

Pam Wade
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December 6, 2007

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If you require additional information I will be happy to respond to your request(s). I wish to thank the State Board for their time and consideration of this petition.

Sincerely,

Gaylen Smyer

EXHIBIT 200
21 4

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

**Information Requested by Mr. Smyer
Regarding Jackson Area Annexation
Out of District Enrollment**

Classes offered to students attending **Declo High School:**

DHS
Dual College Credit Classes:

English
Psychology
Algebra
Calculus
Trigonometry

Core and Elective Classes:

Foreign Languages:

Spanish
German

Lifetime Sports
Digital Scrapbooking
Desktop Publishing
Web Design I
Web Design II
Image Editing
Personal Finance
Multi Media I
Multi Media II

All Core Subjects
are offered at DHS

CRTC*
Juniors & Seniors

Automotive
CADD
Automotive Manufacturing
Health Occupations
CNA- 2nd Year
EMT- 2nd Year
Construction
Electronics
Graphic Communications
Information Technology

* Declo High School students
have the opportunity to enroll
in the courses offered at the
Cassia Regional Technical
Center (CRTC) in Burley. The
students are bused to CRTC
one-half day every other day.

EXHIBIT 200
3/ 4

Cassia County Coordinates for Jackson Petitioners

Tax Valuations & Levy Amounts

School District #151

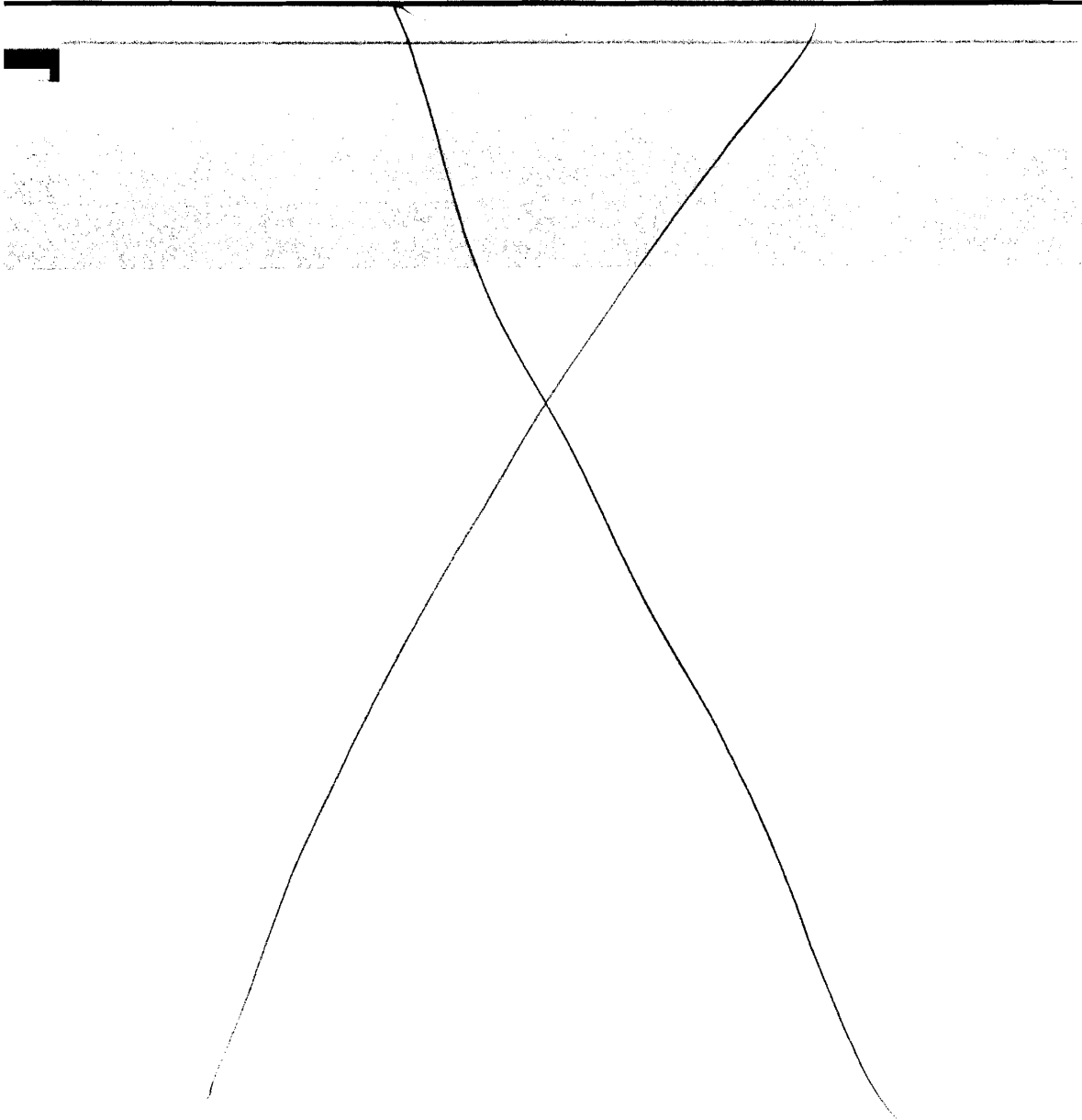
			Assessed Value	School Levy *
Todd Rushton	1394 E. 500 N.	Jackson	\$ 215,462.00	\$ 764.77
Barton Hanson	1450 E. 496 N.	Jackson	\$ 360,726.00	\$ 1,280.37
Paul Brown	1450 E. 548 N.	Jackson	\$ 108,315.00	\$ 384.46
Nolan Murray	1452 E. 500 N.	Jackson	\$ <u>113,731.00</u>	\$ <u>403.68</u>
		TOTAL	\$ 798,234.00	\$ 2,833.27

*District 151 Levy Rate for 07-08 0.0035494

Includes Supplemental, Plant Facilities and Bond levies

EXHIBIT 203
414

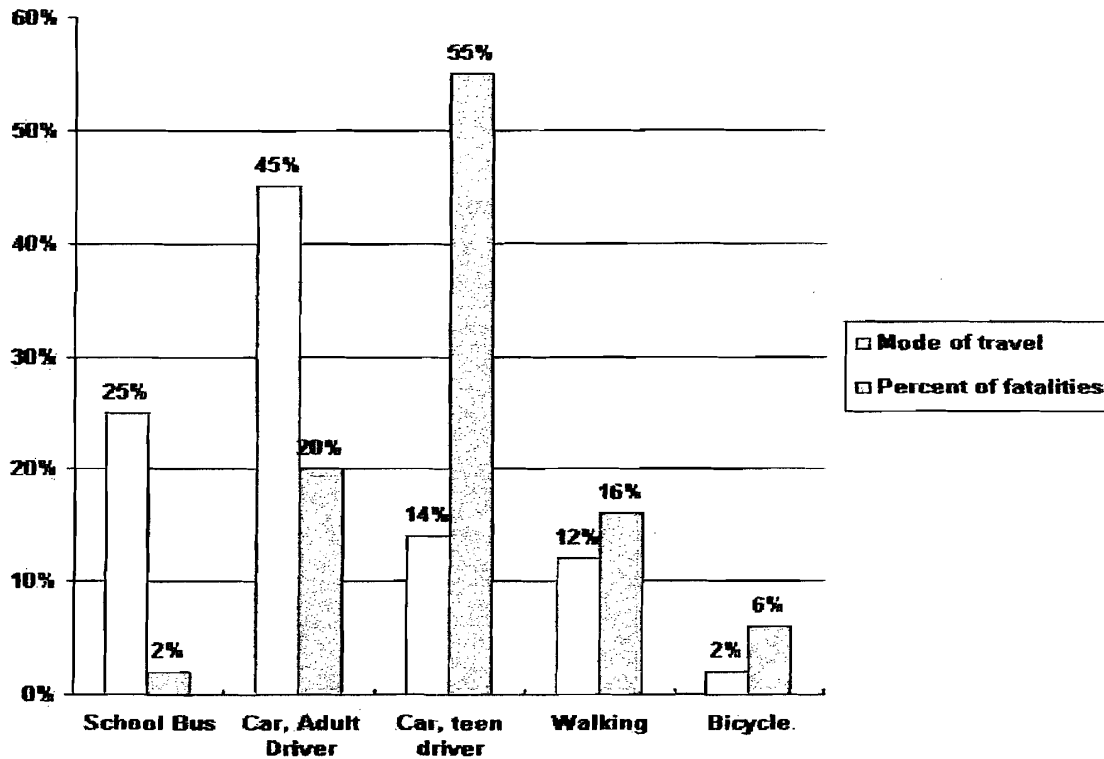
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----



EXHIBIT__

2

(Source: National Research Council)



Riding the bus has become the safest way to get to school, even safer than walking. Researchers looked at the ways children get to school and found that school buses account for one-fourth of all trips but only 2% of children's deaths in school related traffic accidents, making them the safest form of transportation. The most dangerous is, Teenage drivers account for only 14% of trips, but 55% of the accidents.

Each year about 800 children are killed in motor vehicle crashes during school consisting of: 450 students die by teenage drivers, while 5 students die riding in a school bus, 15 are killed getting on or off the bus by passing motorist.



National School Bus Statistics

Key National Statistics

Key National Statistics

- **Unequaled safety record.** There is no safer way to transport a child than in a school bus. Fatal crashes involving occupants are extremely rare events, even though school buses serve daily in every community - a remarkable 8.8 *billion* student trips annually. Every school day, some 440,000 yellow school buses transport more than 24 million children to and from schools and school-related activities. Said another way to give perspective to the huge magnitude of pupil transportation, the equivalent of the populations of Florida, Massachusetts and Oregon ride on a school bus twice every day - almost always without a serious incident.
- **Safety Statistics.** Last year, 45 states had not a single child killed as a school bus occupant - an incredible safety record. Between 1990 and 2000, an average of just six children each year died as school bus passengers. These tragedies typically involved unavoidable, severe circumstances.
- **Trust the school bus for the best safety for your child.** The Transportation Research Board of the National Academy of Sciences estimates that every year more than 800 school-aged children are killed as passengers in other motor vehicles, or walking or riding bicycles, during "normal school transportation hours." *Most of these deaths could be prevented if children rode in school buses.* Parents need to know that driving a child to school is not a safety smart decision - *hands down, the school bus is the safest way to and from school.* Even worse, allowing a child to drive themselves to school, or riding with other teenagers to school, increases the risk of fatality by 10 percent.
- **Pedestrian fatalities.** Over the past 10 years, an average of 29 children were killed in school bus-related pedestrian accidents - struck while getting on or off a school bus.
- **School buses are the largest mass transit program in the U.S.** School buses provide approximately 8.8 billion student trips per year. In contrast, transit buses provide only about 5.2 billion unlinked passenger trips each year in the U.S. (i.e. getting to a destination by using a single bus instead of multiple connections).

Report Card on School Bus Safety in the US



2000 Report Card on School Bus Safety in the U.S.©

By Dr. Cal LeMon

[School Bus Facts](#)

[Key Numbers & Statistics](#)

[School Bus-Related
Child Fatalities](#)

[School Bus-Related
Fatalities](#)

[Press Releases](#)

[Press Release:](#)

**"NOT TAKING A SCHOOL BUS IS BIGGEST SCHOOL-RELATED
VIOLENCE RISK"**

[About this report](#)

[Overview](#)

[State-by-State Analysis](#)

[About Dr. Cal LeMon](#)

[Special Thanks](#)

**2000 Report Card on
School Bus Safety in
the U.S.©**

For immediate release
August 31, 2000

Contact: Cal LeMon
1-800-373-4040

**"NOT Taking a School Bus is Biggest School-Related Violence
Risk"**

Springfield, Mo.-The single greatest risk to children in the United States is not violence inside the school building, but how they get to and from school, an independent safety expert said today in releasing his third annual Report Card on School Bus Safety in the U.S.

According to school bus safety advocate Dr. Cal LeMon, "Most parents are under the mistaken impression that there is a huge risk of violence at school when, in fact, that risk pales in comparison to the risk of making the wrong choice in school-related transportation. The big yellow school bus may not be the 'cool' way to get to school, but it's the hands down safest way."

"In fact, it's 87 times safer for your child to take a school bus than driving them yourself, letting them ride with friends, or even

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

2000 Report Card on School Bus Safety in the US

<http://www.schoolbusinfo.org/intro.htm>

walking and bicycling," LeMon said.

"Ironically, many teenagers say, 'I wouldn't be caught dead on a yellow school bus.' And, yet in communities all across the nation teenagers are dying needlessly in crashes going to and from high school because they insist on driving themselves, or riding with friends, instead of taking the bus," he said.

Citing statistics from the national Centers for Disease Control and Prevention, LeMon said, "During the four years between July 1994 and June 1998, a total of approximately 45 violent incidents that resulted in deaths occurred in school-associated settings. While school shootings in recent years have increased public perception that there is significant violence in schools, the fact is that the majority of our schools are safe places."

"It runs counter to popular thinking, but less than 1 percent of all homicides and suicides among school-age children (5-19 years of age) occur in or around school grounds. The reality is that a child has only a one in two million chance of being killed inside a U.S. school," he added.

"In startling contrast, 600 children are killed every year and many more are injured getting to and from school in some other vehicle than a school bus. This should be a wake up call for parents and policy-makers in every community because the vast majority of these deaths and injuries are predictable and preventable," LeMon said.

"There are 48 million school children in the United States. Half of them ride school buses and on average there are ten occupant fatalities a year. The other half get to school some other way and 600 of them lose their lives as a result. This isn't just a statistical imbalance, it's a terrible safety imbalance that can be corrected easily," he said.

"We need to get our priorities straight," LeMon said. "Whether or not there are lap belts in school buses often is the lightning rod issue in some communities. But the energy and activism should be directed toward getting more children to ride school buses-that's where the big safety payoff is." He noted that a federal research program to determine if lap/shoulder belts would be effective in school buses will be completed later this year.

"It's all about choices. Congress and federal and state governments have done their part by choosing to make school buses the most regulated, most inspected, and safest motor vehicles on the road, and with some of the best trained drivers. But all this safety

emphasis is pointless if parents don't make the right choice and insist that their children take the bus to school," LeMon added.

The *Report Card*, produced with data from the National Highway Traffic Safety Administration and from states, does not attempt to formally rate or grade individual states, or pick winners and losers. Instead, it provides key information about pupil transportation so parents and local officials can see how their state compares to others in funding, ridership, and other critical issues.

This year it includes for the first time narrative comments on many states. For example: Idaho increased pupil transportation funding in each of the past four years; West Virginia not only has high ridership (80 percent), but increased pupil transportation funding by 5 percent; Maryland allocated \$450,000 for local police enforcement of those who pass a stopped school bus illegally; Missouri increased pupil transportation funding by 7.44 percent, the first increase since 1992; and New York transports more students than any other state-2.4 million every day.

LeMon said parents should know these key facts about school buses:

- *They are extremely safe.* An average of only 10 children are killed each year as school bus occupants, and most of the deaths involved very severe crash circumstances that often were not survivable.
- *Predictable and preventable deaths.* Most of the 600 school-age children killed each year during normal school transportation hours while riding in a passenger vehicle other than a school bus would be alive today had they taken a school bus.
- *Best record in transportation industry.* Some 440,000 public school buses in the U.S. travel 4.3 billion miles each year carrying 24 million children...almost always without incident.

Dr. LeMon is a nationally known writer, professional speaker and corporate trainer who is president of The Executive Enrichment, Inc., in Springfield, Mo. His advocacy for school bus safety is a personal concern-he receives no funding from any school bus manufacturer, supplier or other business interest for his work promoting safe pupil transportation. He has extensively researched pupil transportation in the U.S., participated in dozens of school transportation meetings, and is the author of a best-selling book, *Unreported Miracles: What You Probably Do Not Know About Your Child's School Bus*.

About this report...

This report has been compiled to provide hard data, not emotions, for anyone trying to decide if placing a child in a yellow school bus is a safe and smart choice in the United States.

It is not the intent of the *Report Card* to label states with an actual "grade;" rather, it is to provide important numbers that will communicate the history and commitment to school bus safety.

There is a new feature in this report that has not appeared in the past two years. Following the statistics, for many states, the reader will find a commentary provided by Dr. Cal LeMon, the author of this report.

The commentary is an interpretation of the data, along with additional information supplied by the state directors of pupil transportation, and is intended to "flesh out" the inert columns of numbers. If a commentary does not appear for a particular state, the state director of pupil transportation did not provide any ancillary information.

Statistics have been obtained from the National Highway Traffic Safety Administration (NHTSA), the Fatality Analysis Reporting System (FARS), the National Center for Education Statistics (NCES), *School Transportation News*, and *School Bus Fleet* magazines.

Every effort has been made to make the most-recent statistics available for this report. Data on enrollment, children transported, buses and funding are the latest available from each state. For all states, the fatality and injury data are for the 1997-1998 school year. The fatality and incapacitating injuries assume there was a death at the accident scene. The reader should note there are many other non-fatality accidents for both passenger vehicles and school buses that are not reported here.

Overview...

The author, as an overview, has created the following conclusions after collecting and studying all the data.

1. The yellow school bus is, statistically, the safest form of

- ground transportation in the United States, providing a safe ride to 25 million children at least twice a day, every school day, for a total of over 10 billion rides annually.
2. When comparing transporting children to and from school in a passenger vehicle or in a school bus, statistics show that over the past five years it is approximately EIGHTY-SEVEN TIMES SAFER to place a child in a school bus.
 3. The greatest threat to the safety of our children during school hours is not in the school building, but on the way to and from the school building.
 4. The vast majority of "incapacitating injuries" suffered by our children going to and from school could be eliminated by placing students in yellow school buses.
 5. The deaths incurred transporting our children to and from school, regardless of the type of vehicle, are PREVENTABLE with an acknowledgement of the data and respect for safety education.

About Cal LeMon...

Cal LeMon, D.Min., is a nationally known writer, newspaper columnist, corporate educator and professional speaker who is the president of his own training and consulting firm, Executive Enrichment, Inc.

In 1995 Dr. LeMon presented a keynote address for the California Association of School Transportation Officials where he began to understand the outstanding safety record of pupil transportation professionals. This initial contact has lead to Dr. LeMon's best-selling book, *Unreported Miracles: What You Probably Do Not Know About Your Child's School Bus* (Kendall Hunt Publishing Company, 1999).

As a frequent conference speaker, researcher and media spokesperson about yellow school bus transportation, Dr. LeMon has become the authoritative, independent voice for school bus safety in the United States. Dr. LeMon does not receive any funding from sources inside or outside the pupil transportation industry for his investigative work. He often states, "Becoming an advocate for the safety of our children is a great way to use up a life."

The 2000 edition of Report Card on School Bus Safety in the U.S.© is the third consecutive year Dr. LeMon and his staff have collected

data as a service to parents, school administrators and members of the media who are wondering if placing a child in a yellow school bus is the safest choice.

Cal LeMon would like to thank...

This monumental task of collecting numbers about the safety of our children and then arranging them in a form that makes sense has been made possible by the following people and publications.

A special kudos has to go to Doug Snyder, Director of Transportation, Kern County Superintendent of Schools, Bakersfield, California who provided literally weeks of time collecting the data from the FARS (Fatality Analysis Reporting System) about the statistical difference between placing a child in a passenger car and a school bus when considering a trip to school.

Thank you to the staff of School Transportation News and School Bus Fleet whose database was enthusiastically opened to our investigation.

And thanks to members of the Board of Directors of the National Association of Pupil Transportation and the National Association of State Directors of Pupil Transportation Services who will never be satisfied until the injury and fatality figures for yellow school buses read "zero."

Thank you to Karen Livingston who crunched the numbers and put up with the demands of the author.

The largest bouquet has to be thrown to the almost one million professionals in the yellow school bus industry who make a trip to and from school the, statistically, safest form of ground transportation in this country.

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Zend Optimizer not installed

This file was encoded by the . In order to run it, please install the
(available without charge), version 3.0.0 or later.



Seeing this message instead of the website you expected?

This means that this webserver is not configured correctly. In order to view this website properly, please contact the website's system administrator/webmaster with the following message:

The component "Zend Optimizer" is not installed on the Web Server and therefore cannot service encoded files. Please download and install the Zend Optimizer (available without charge) on the Web Server.

Note: Zend Technologies cannot resolve issues related to this message appearing on websites not belonging to

What is the Zend Optimizer?

The Zend Optimizer is one of the most popular PHP plugins for performance-improvement, and has been available without charge, since the early days of PHP 4. It improves performance by scanning PHP's intermediate code and passing it through multiple Optimization Passes to replace inefficient code patterns with more efficient code blocks. The replaced code blocks perform exactly the same operations as the original code, only faster.

In addition to improving performance, the Zend Optimizer also enables PHP to transparently load files encoded by the Zend Guard.

The Zend Optimizer is a free product available for download from . Zend Technologies also developed the PHP scripting engine, known as the

3

11.2 Miles of Oil and 8.2 miles of dirt road which would require a turn-around

11.2 Miles @ \$2.00/mile = \$44.80/day
\$44.80 x 180 days = \$8,064.00
8.2 Miles @ \$2.00/mile = \$32.80/day
\$32.80 x 180 days = \$5,904.00

2,520.00

Total cost ~~\$13,968.00~~ 10,584
Reimbursed at 85%

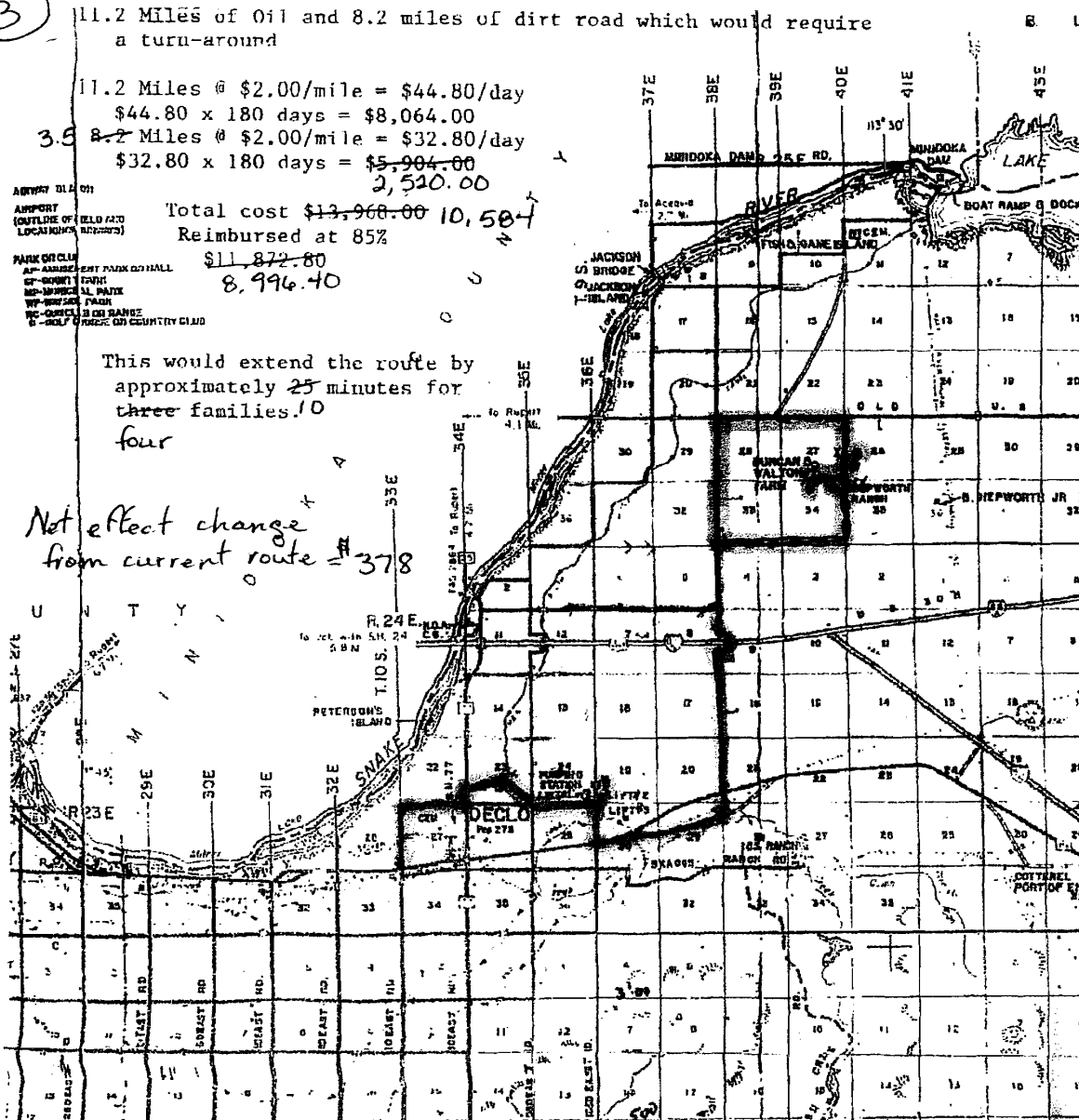
\$11,872.80
8,996.40

ADDITIONAL
AIRPORT
(OUTLINE OF FIELD AND
LOCALITIES, etc.)

PARK ON CLIM
AP-AMUSEMENT PARK ON HALL
OF-SPORTS COURT
NO-BOYDCE AL. PARK
WY-WAYSEA PARK
WC-CHICKS ON RANGE
B-BOLF WARE ON COUNTRY CLUB

This would extend the route by approximately 25 minutes for three families. 10 four

Not effect change
from current route #378



March 3, 2008

Mr. Carlson,

We wish to thank you for your time and thoroughness at the hearing. We appreciate your patience and understanding in regards to our limited knowledge of the procedural processes. We just have a few closing comments.

Minidoka and Cassia School Districts state one of their main reasons for opposing our petition is based on their concern that supporting said petition could open up a Pandora's box of more petitions. We observed the only people at this PUBLIC hearing were those affiliated with the respective school districts, the petitioners, the hearing recorder and yourself. As you mentioned, the 'whole world' knew of this hearing and yet NO ONE from the public came. Doesn't it stand to reason that other people interested in this process would have attended?

Even if more petitions are filed, citizens have a legal right to do so under state law. The school districts may desire that their boundaries never change, but state law allows boundaries to be changed if certain criteria are met. At the same time, state law protects school districts from excessive boundary changes with a stopgap provision, in that a school district cannot be left with bonded indebtedness in excess of 5% of their tax base.

In filing this petition, our focus has always been the best interest of our children. The best interest of our children is to be able to continue their education at Declo schools without the worry of open enrollment and with the safest form of transportation. According to Alicia Bywater (Transportation Supervisor for MSD), the safest form of transportation is a bus picking up and dropping off students in front of their homes.

We tried to reach a sensible compromise with MSD in the past. Mr. Duncan testified that they weren't willing to let a Cassia bus onto their 'turf'. His solution is that our children be uprooted from their current schools and attend schools in MSD. This solution may be in the best interest of his school district but it is NOT in the best interest of our children.

As stated earlier, our children will be attending CSD for the next fourteen years. We sincerely hope that our children don't have to 'rent' for those fourteen years. Please allow them all the rights and privileges of full patronage in CSD by recommending our petition be granted.

In summation, we wish to reaffirm our position that we meet all the requirements set forth by Idaho State Code, section 33-308. In addition, we strongly feel that we have proven our case by a preponderance of the evidence.

Sincerely,

Mr. and Mrs. Todd Rushton
Mr. and Mrs. Bart Hanson
Mr. and Mrs. Doug Brown
Mr. and Mrs. Nolan Murray

Rebuttal Comments

- 1- In reference to the kindergartner who lives near the proposed boundary change: The family living there is house sitting until September 2008 when the owners will return home. The owners are empty nesters whose youngest daughter graduated from Declo High School a few years ago.
- 2- Mr. Duncan's argument that two busses in one area are confusing and present safety concerns, is not applicable in our situation. He admits that our children would not see more than one bus and therefore would not run the risk of getting on the wrong bus, and as Alicia Bywater testified, there is not a MSD bus that comes within three miles of our neighborhood.
- 3- Just to let you know, students who are picked up in the Jackson area rendezvous in Acequia with other busses from the northern parts of MSD. All junior high and high school students are then bussed to their respective schools.

Douglas R. Whipple
WHIPPLE LAW OFFICE
2300 Overland Avenue.
P.O. Box 249
Burley, Idaho 83318
(208) 678-5574
ISBN 2603

Attorney for Cassia County Joint School District No. 151

BEFORE THE IDAHO DEPARTMENT OF EDUCATION

In Re: Petition to Change School District Boundaries,)	
)	
)	
Julie Rushton, et al,)	
)	
Petitioners,)	
)	
v.)	
)	
Minidoka County Joint School District No. 331 and Cassia County Joint School District No. 151,)	
)	
)	
Respondents.)	

**CLOSING STATEMENT FROM
CASSIA COUNTY JOINT
SCHOOL DISTRICT NO. 151**

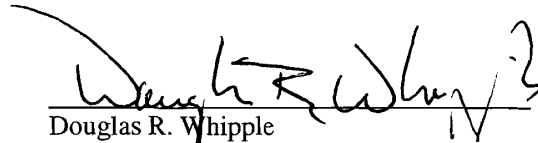
COMES NOW Cassia County Joint School District No. 151 by and through its attorney, Douglas R. Whipple, and files its closing statement.

Cassia County Joint School District No. 151 hereby submits that all relevant information was presented at the hearing on February 25, 2008, and that Cassia County Joint School District No. 151 has nothing further to add except concerning the possible extension of Cassia's bus route. After reviewing Mrs. Rushton's proposed bus route with Cassia's transportation director, Leon Robinson, he agreed that Mrs. Rushton's bus route extension would be the more appropriate route. Mr. Robinson also indicated that it would increase the existing bus route by seven (7) miles in the morning and seven (7) miles after school for a total of fourteen (14) miles a

CLOSING STATEMENT FROM CASSIA
COUNTY JOINT SCHOOL DISTRICT NO. 151- PAGE 1

day. Additionally, because part of the bus route extension would be on gravel road, Mr. Robinson submits it will add twenty (20) minutes morning and after school each day to the existing route.

DATED this 3rd day of March, 2008.



Douglas R. Whipple
Attorney for Cassia County Joint School
District No. 151

CLOSING STATEMENT FROM CASSIA
COUNTY JOINT SCHOOL DISTRICT NO. 151- PAGE 2

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 3rd Day of March, 2008, I served a true and correct copy of the foregoing document upon the attorney named below in the manner noted:

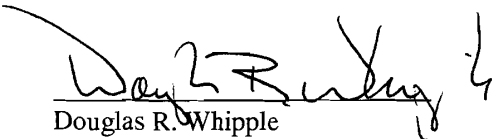
Richard A. Carlson, Hearing Officer
PO Box 21
Filer, ID 83328

Julie Rushton
1394 E. 500 N.
Jackson, ID 83350

Michael P. Tribe, Esq.
PO Box 396
Rupert, ID 83350

By depositing copies of the same in the United States Mail, postage prepaid, at the Burley Post Office in Burley, Idaho.

WHIPPLE LAW OFFICE



Douglas R. Whipple
Attorney for Cassia County Joint School
District No. 151

CLOSING STATEMENT FROM CASSIA
COUNTY JOINT SCHOOL DISTRICT NO. 151- PAGE 3

Michael P. Tribe, Esq.
ROBINSON & ASSOCIATES
Attorneys at Law
P. O. Box 396
Rupert, Idaho 83350
Telephone (208) 436-4717
Facsimile (208) 436-6804
ISB No. 6816

Attorneys for Respondent Minidoka County School District 331

BEFORE THE IDAHO DEPARTMENT OF EDUCATION

**In Re: Petition to Change School District
Boundaries,**

Julie Rushton, et al,

Petitioners,

v.

**Minidoka County Joint School District No.
331 and Cassia County Joint School District
No. 151,**

Respondents.

WRITTEN CLOSING ARGUMENTS

Pursuant to the oral order of the Hearing Officer, Minidoka County School District No. 331 ("District 331") files its *Written Closing Arguments* from hearing held February 25, 2008.

One procedural note, the District was unable to find a copier that was large enough and able to copy the District's Exhibit 105. The original of the exhibit has been sent to the Hearing Officer as requested but copies have not been sent to the other parties at this time.

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WRITTEN CLOSING ARGUMENTS – Page 1

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3 **I. Burden of Proof on Petitioners**

4 The Petitioners have the burden of demonstrating that the statutory requirements of
5 excision and annexation have been met by a preponderance of the evidence. These requirements
6 include whether the excision as proposed would leave District 331 with a bonded indebtedness
7 exceeding the limit prescribed by law and whether excision and annexation would be in the best
8 interests of the children living in the area described in the petition.

9 **II. Procedural Objections**

10 District 331 has preserved several objections to exhibits and testimony at the hearing and
11 renews those objections in this closing argument. The District does not believe it was afforded a
12 fair hearing and states that the hearing should have been continued if the objected material was
13 received into evidence.

14 As stated at the hearing, District 331 objected and continues to object to any documents
15 presented by the petitioners that were not disclosed in the *Notice of Hearing and Pre-Hearing*
16 *Order* issued by the Hearing Officer on February 7, 2008. The order could not have been clearer
17 that the parties were to prepare and “exchange a list of witnesses each expect[ed] to testify at the
18 hearing and pre-marked exhibits each intend[ed] to offer at the hearing.” This was not language
19 or procedure that could only be interpreted by a party who was represented by legal counsel. The
20 petitioners chose not to obtain legal counsel after initiating this petition and should not be
21 rewarded for claiming to not understand the order or flagrantly ignoring it.

22 Specifically, District 331 objects to 1) the written statement of Julie Ruston, 2)
23 petitioner’s Exhibit No. 2, which was the bus safety and National Research Counsel documents
24 because they were not disclosed prior to the hearing, and 3) Ruston’s oral testimony as she was
25 not listed as a witness as required by the pre-hearing order.

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c. Ruston's Oral Testimony

Again, the pre-hearing order required that all witnesses be disclosed. District 331 followed this order. The petitioners should be required to do the same. At the informal status conference or prehearing conference, Rushton stated that she would be the "spokesperson" for the Petitioners. She never stated that she would be a witness. In addition, the Hearing Officer instructed her to send a copy of her written statement to District. Again, District 331 has not received such statement. When District 331 didn't receive a witnesses list it stopped preparing for anticipated cross-examination questions. The District was given the opportunity to cross-examine Ruston, but cross-examination on a hearsay filled written statement is difficult at best.

III. Closing Argument

The Petitioners have created any perceived safety problem for their children. There was undisputed testimony from the Superintendent for District 331, Dr. Scott Rogers and the District's Transportation Supervisor that their buses would pick up the petitioner's children at their homes or at the end of their driveways. However, the petitioners have chosen, through open enrollment, to send their children to Cassia Joint School District No. 151. There was clear uncontroverted testimony that the petitioners all decided to utilize the provisions of open enrollment to allow their children to attend Cassia County Schools. The families have chosen to leave District 331. The perceived safety problem was the petitioner's own creation and they are attempting to bootstrap the annexation on the back of a perceived safety problem created by them.

As stated in District 331's Objection:

[T]here are numerous reasons for submitting this petition. However, the overwhelming reason that we make this request is that we believe this change is in the best interest of the children and families involved.

1 While the best interest of the children involved is a viable factor for the Hearing Officer to
2 consider, the best interest or convenience of the parents is not a factor that can lawfully be
3 considered. That is what has been presented. The parents do not want to drive their children to
4 their chosen schools or drive them to a bus stop. If the bus stop is considered unsafe, the
5 petitioners should negotiate a different stop with District 151. Nothing has changed in the
6 practice of either district that makes this petition necessary.

7 Ruston specifically testified that there are no special services that District 151 offers that
8 District 331 does not offer. In addition, she testified that District 151 has never denied them
9 access to its schools. The petitioners concern is over hypothetical circumstances that should only
10 be addressed if it later comes to fruition.

11 Petitioners, in Exhibit "C" of their petition cite, without references, to the "transportation
12 Research Board of the National Academy of Sciences" that the school bus is the absolute safest
13 way to get to and from school. Petitioners state that at the present time, "our children must be
14 dropped off at a designated bus stop a few miles from our homes. This bus stop is at an
15 intersection that is heavily traveled by farming and dairy operations." The petitioners failed to
16 present evidence that the new desired bus stop would be any safer. Petitioners also did not
17 recognize that District 331 would pick up their children at their residences front door.

18 **1. Dr. Rogers**

19 Dr. Rogers testified that he does consider the best interest of all the District's children
20 when making a decision such as objecting to the petition. Other factors in the District's decision
21 to object to the annexation request is because the District already is facing a declining
22 enrollment, the District would provide buses for the children at issue and the District must plan
23 its budget well in advance of the calendar year. The number of students attending District
24 schools factors into the District's budget. As that student count changes from year to year, large
25 adjustments must be made to the budget as well. The criteria that must be considered cannot be

1 made in a vacuum as the petitioners are requesting. In addition, Dr. Rogers testified that the
2 open reenrollment policies of both Districts adequately compensates for the educational choices
3 of any student's needs.

4 **2. Michelle DeLuna**

5 DeLuna testified that if the petition is granted, the bonded indebtedness of the District
6 will not exceed that prescribed by law. That testimony was not controverted and DeLuna's
7 position with District 331 was such that she had personal knowledge of the District's finances.
8 The District does not claim that the bonded indebtedness is at issue in this hearing.

9 DeLuna did testify that District 331 will have less debt capacity if the annexation is
10 approved. Such testimony was also submitted in District 331's exhibit 103.

11 **3. Alicia Bywater**

12 Bywater is the Transportation Supervisor for District 331. Bywater testified that the
13 elementary schools and the middle school for Minidoka County School District 331 were either
14 closer to or approximately the same distance from the elementary school and the middle school
15 that petitioner's children currently attend in District 151. Minidoka County's High School is
16 approximately 2.5 miles further than Declo High School from the affected area, which the
17 petitioner's high school aged children attend.

18 Bywater testified that District 331 buses already drive in the general area of the
19 petitioners and that in her opinion there would be a duplication of services if Cassia County
20 bused the petitioner's children into District 151 Schools. Bywater also testified that District 331
21 would pick up the petitioner's children at their homes if they chose to attend District 331
22 schools. Bywater is the District employee who would make that decision with final approval
23 from the Board of Trustees.

24 **4. Bryan Duncan**

25 Duncan testified as to the role of the Board of Trustees in this matter and why he and

1 the board objected to the petition. He testified that he was concerned about the safety of all of
2 the District's students and that he was concerned that if there were a District 151 bus coming into
3 what has been historically District 331 boundaries that a student could get on the wrong bus, thus
4 jeopardizing the safety of all children involved.

5 Duncan also testified that District 331 has historically opposed annexations because the
6 District was concerned that it could create precedence for other parents who wanted their
7 children to be bused from District 331 to the school district of their choice, even when they lived
8 in District 331. The Board is not concerned by a straight southern boundary, rather they desire a
9 consistent unchanging boundary that the Board can rely on from calendar year to calendar year
10 and budget year to budget year.

11 **Specific Objections to Annexation**

12 District 331 Specifically Objection to Annexation for the following reasons:

13 **a. Availability of Open Enrollment**

14 District 331 again stresses the availability of open enrollment and the fact that the choice
15 to change district was that of the petitioners. The desires of parents and other family members to
16 move their children from one school district to another are adequately addressed in the Idaho
17 Code sections dealing with open enrollment. Idaho Code § 33-1402 provides that whenever the
18 parent or guardian of any pupil determines that it is in the best interest of the pupil to attend a
19 school within another district such pupil, or pupils, may be transferred to and attend the selected
20 school subject to the provisions of I.C. § 33-1402 & 33-1402.

21 The petitioners have not alleged that there is a problem with open enrollment in their
22 desired school district. As stated in District 331's *Objection*, the petitioners are seeking relief
23 from having to annually enroll their children in another district. Petitioners claim that they have
24 a concern that District 151 may deny them access to their desired schools. This alleged "concern
25 for denial" comes from a standard form sent from District 151, which merely asserts District

151's policy preference for resident students. The petitioners further state that removing "this constant 'uncertainty' would definitely be in the best interest of the children." There was no testimony from the petitioners that their children felt this uncertainty or expressed concern over "this constant uncertainty". When specifically asked on cross-examination, Ruston did not state that this uncertainty was affecting the petitioner's children in any manner. It is the parents who are concerned and inconvenienced.

b. District 331 Provides Adequate Schools

There was no testimony at the hearing that District 331 schools are deficient in any manner nor has the petition raised the issue. District 331 is a suitable district for instruction as are each of the individual schools that the children of the petitioners would attend if they attended District 331 schools. Again, Ruston did not testify that there were any special services available to the petitioner's children in District 151 that were not available in District 331.

c. Precedent

District 331 has real property located in Minidoka, Jerome, Lincoln and Cassia Counties. If parents begin requesting excision, the District will potentially lose significant numbers of students and property with the final result being a dwindling tax base. Dr. Rogers testified that the District is already losing students. The dwindling tax base and the unpredictability of actions such as this will handicap the District as it attempts to set responsible budgets for subsequent school years and set long-term plans for the future.

If this excision is allowed and the annexation into District 151, it sends a clear message that if open enrollment creates a perceived hardship on a parent, such as having to drive your children to school, then the solution is to file a petition for annexation and force another district to transport your children to and from your preferred school.

CERTIFICATE OF MAILING

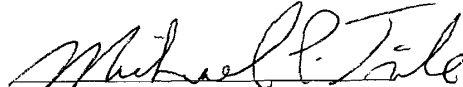
I hereby certify that on the 3rd day of March, 2008, I served a copy of the foregoing
WRITTEN CLOSING ARGUMENTS upon:

Richard A. Carlson, Hearing Officer
P.O. Box 21
Filer, ID 83328

Julie Rushton
1394 E. 500 N.
Jackson, ID 83350

Gaylen Smyer, Superintendent
Cassia County School District No. 151
237 E. 19th
Burley, ID 83318

by depositing a copy thereof in the United States mail, postage prepaid, in an envelope addressed to
said individual at the foregoing address.


Michael P. Tribe
Attorney for Respondent

Affidavit of Publication

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS.

I, Ruby Aufderheide, being first duly sworn upon oath, depose and say that I am Legal Clerk of the TIMES-NEWS, published daily at, Twins Falls, Idaho, and do solemnly swear that a copy of the notice of advertisement, as per clipping attached, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for ~~one consecutive~~ publication, commencing with the issue dated 9th day of February, 2008 and ending with the issue dated 9th day of February, 2008

And I do further certify that said newspaper is a consolidation, effective February 16, 1942, of the Idaho Evening Times, published theretofore daily except Sunday, and the Twin Falls News, published theretofore daily except Monday, both of which newspapers prior to consolidation had been published under said names in said city and county continuously and uninterruptedly during a period of more than twelve consecutive months, and said TIMES-NEWS, since such consolidation, has been published as a daily newspaper except Saturday, until July 31, 1978, at which time said newspaper began daily publication under said name in said city and county continuously and uninterruptedly.

BEFORE THE IDAHO DEPARTMENT OF EDUCATION NOTICE OF PUBLIC HEARING

Re: Petition to Change School District Boundaries,
Julie Rushon, et al,
Petitioners.

Minidoka County School District #331 and Cassia School District #151.
Respondents.

A petition was filed with the Idaho Department of Education pursuant to Idaho Code Sec. 33-308 seeking to excise a portion of the Minidoka County School District #331 and annex this real property to the Cassia County Joint School District #151. The Board of Trustees of the Minidoka County School District has responded to the petition. The property subject to the petition is northeast of the City of Doda. The property's legal description is: the W 1/2 SW 1/4 of Sec. 26, the SE 1/4 and E 1/2 SW 1/4 of Sec. 27, the E 1/2 and E 1/4 W 1/2 of Sec. 34, and the W 1/2 W 1/2 of Sec. 35, all in Township 9 South, Range 25 East of the Boise Meridian, Cassia County, Idaho.

Notice is hereby given that a public hearing will be conducted regarding the petition at the Paper City Hall, 624 F St., Rupert, ID 83350 beginning at 9:00 a.m. on Monday, February 25, 2008. The hearing will continue until 10 p.m. and adjourn until the following evening at the same location and time unless the hearing was conducted on February 25th. Attorney Richard A. Carlson of Ellet, ID has been appointed by the Idaho Department of Education to act as hearing officer in this matter.

The hearing will be conducted in accordance with the provisions of Title 67, Chapter 52, Idaho Code, and under the provisions of IDAPA 04.11.01 pursuant to the authority vested in the Idaho Department of Education by the provisions of IDAPA 08.02.01.050. A copy of the rules of procedure governing the hearing may be obtained or read at any law library, the Idaho Department of Administration, or its web page at www2.state.id.us/adm/adminrules/.

The purpose of this public hearing is to receive evidence regarding the petition for excision/annexation as stated above. This hearing affords the parties the opportunity to present evidence on their own behalf, or through representatives, and affords the affected public the opportunity to present comments, both oral and written, regarding the petition. The hearing officer will issue a written report and recommendation to the Idaho Department of Education for its consideration following the public hearing.

NOTE: The hearing will be conducted in a facility that meets the accessibility requirements of the Americans with Disabilities Act (ADA). If the petitioner or other persons notified require the type of assistance the Department is required to provide under the ADA in order to participate in or understand the hearing, the Department will supply that assistance upon request no later than three (3) working days before the hearing. Requests for assistance must be directed to Richard Carlson at (208) 326-3606 or TDD (208) 326-3607.

Notary Public, State of Idaho.
Richard A. Carlson, Hearing Officer

PUBLISHED February 9, 2008

-108 Idaho Code, Thursday of each week has been designated as the day of competent jurisdiction within the state of Idaho to be issued thereof gal will be published.

Ruby Aufderheide
name subscribed to the within instrument, and being by me first duly e, and acknowledged to me that he executed the same.

Linda Capps McGuire
c for Idaho

Twin Falls, Idaho.

on expires: 5-19-09

LINDA CAPPS-McGUIRE
NOTARY PUBLIC
STATE OF IDAHO

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

RICHARD A. CARLSON, Hearing Officer
P.O. Box 21
Filer, ID 83328
Telephone and fax: (208) 326-3686

BEFORE THE IDAHO DEPARTMENT OF EDUCATION

In re: Petition to Change School District)	
Boundaries,)	
)	
Julie Rushton, <i>et al</i>,	)	WITNESS SIGN-IN
)	
Petitioners,)	
)	
v.)	
)	
Minidoka County Joint School District No. 331)	
and Cassia County Joint School District No.)	
151,)	
Respondents.)	

IF YOU INTEND TO TESTIFY AT THIS HEARING, PLEASE SIGN-IN ON THIS FORM. YOU MUST **PRINT** YOUR NAME AND ADDRESS AND INDICATE WITH A CHECK MARK WHETHER YOU WISH TO TESTIFY IN FAVOR OF OR IN OPPOSITION TO THE PROPOSED CHANGE OR ARE NEUTRAL.

NAME	ADDRESS	IN FAVOR	OPPOSE	NEUTRAL
Nicole Spitzer	1032 100E Rupert		X	
Brian Spitzer	1901 1st St. Hayden		X	
SCOTT ROGERS	611 Albion Blvd. Filer		X	

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

RICHARD A. CARLSON, Hearing Officer
P.O. Box 21
Filer, ID 83328
Telephone and fax: (208) 326-3686

BEFORE THE IDAHO DEPARTMENT OF EDUCATION

In re: Petition to Change School District)	
Boundaries,)	
)	
Julie Rushton, <i>et al</i>,	)	NOTICE OF
	)	HEARING AND
Petitioners,	)	PRE-HEARING ORDER
)	
v.)	
)	
Minidoka County Joint School District No. 331)	
and Cassia County Joint School District No.)	
151,)	
Respondents.)	

On February 1, 2008 the Hearing Officer, Richard A. Carlson, held an informal pre-hearing conference with the parties including representatives of both school districts and representatives of the resident- petitioners. The parties agreed to schedule the hearing as follows:

DATE: Monday, February 25, 2008, continuing to the following evening if necessary;
LOCATON: Rupert City Hall- Council Chambers
624 F St,
Rupert, ID 83350

TIME: 6:00 p.m.

A copy of the legal notice of the hearing to be published in the South Idaho Press on February 8 or 9, 2008 is attached hereto. That notice is incorporated by reference herein and made part hereof.

Based upon the pre-hearing conference held February 1, 2008, IT IS HEREBY ORDERED that the following shall apply to this matter:

1. The hearing shall begin on the date and at the time and place described above;
2. The hearing officer will provide the equipment and an operator capable of producing a complete audio recording of the hearing and will make arrangements for a stenographic record of the hearing to be made by a court reporter;
3. Hearing procedures which shall be followed are those set forth in the Idaho Rules of Administrative Procedure of the Attorney General (IDAPA 04.11.01 et seq);
4. The parties are authorized to engage in discovery pursuant to IDAPA 04.11.01 et seq.

NOTICE OF HEARING AND PRE-HEARING ORDER

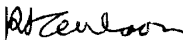
Page-1

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

5. The Hearing Officer will take official notice at the hearing of the materials contained in the petition as originally submitted to the Department, as well as to the responses filed by the districts.
6. The parties shall prepare and exchange a list of witnesses each expects to testify at the hearing and pre-marked exhibits each intends to offer at the hearing on or before February 21, 2008. Every party shall mail a copy of their witness list and proposed exhibits to the Hearing Officer no later than February 21, 2008. For purposes of numbering proposed exhibits the parties shall use the following exhibit numbers:

Julie Rushton/ Petitioners:	2-99
Minidoka County School District:	100- 199
Cassia County School District:	200- 299
7. In order to expedite the hearing process, the parties are strongly encouraged (not ordered) to attempt to reach agreement about factual issues that the parties agree are not in dispute.

Dated this 17th day of February, 2008.


Richard A. Carlson
Hearing Officer


CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7th day of February, 2008, the above and foregoing as served on the following by placing a copy of the same in the United States mail, postage prepaid and properly addressed to the following:

Julie Rushton
1394 E. 500 N.
Jackson, ID 83350

Michael Tribe
Robinson & Associates
P.O. Box 396
Rupert, ID 83350

Gaylen Smyer- Superintendent
Cassia County School District No. 151
237 E. 19th
Burley, ID 83318


Richard A. Carlson
Hearing Officer

BEFORE THE IDAHO DEPARTMENT
OF EDUCATION
NOTICE OF
PUBLIC HEARING

In re: Petition to Change School District Boundaries,
Julie Rushton, *et al*,
Petitioners,

v.

Minidoka County School District #331 and Cassia School District #151,
Respondents.

A petition was filed with the Idaho Department of Education pursuant to Idaho Code Sec. 33-308 seeking to excise a portion of the Minidoka County School District #331 and annex this real property to the Cassia County Joint School District # 151. The Board of Trustees of the Minidoka School District has responded to the petition. The property subject to the petition is northeast of the of the City of Declo. The property's legal description is: the W ½ SW ¼ of Sec. 26, the SE ¼ and E ½ SW ¼ of Sec. 27, the E ½ and E ½ W ½ of Sec. 34, and the W ½ W ½ of Sec. 35, all in Twnshp. 9 South, Range 25 East of the Boise Meridian, Cassia County, Idaho.

Notice is hereby given that a public hearing will be conducted regarding the petition at the Rupert City Hall, 624 F St., Rupert, ID 83350 beginning at 6:00 p.m. on Monday, February 25, 2008. The hearing will continue until 10 p.m. and adjourn until the following evening at the same location and time unless the hearing was concluded on February 25th. Attorney Richard A. Carlson of Filer, ID has been appointed by the Idaho Department of Education to act as hearing officer in this matter.

The hearing will be conducted in accordance with the provisions of Title 67, Chapter 52, Idaho Code, and under the provisions of IDAPA 04.11.01 pursuant to the authority vested in the Idaho Department of Education by the provisions of IDAPA 08.02.01.050. A copy of the rules of procedure governing the hearing may be obtained or read at any law library, the Idaho Department of Administration, or its web page at www2.state.id.us/adm/adminrules/.

The purpose of this public hearing is to receive evidence regarding the petition for excision/annexation as stated above. This hearing affords the named parties the opportunity to present evidence on their own behalf, or through a representative, and provides the affected public the opportunity to present comments, both oral and written, regarding the petition. The hearing officer will issue a written report and recommendation to the Idaho Department of Education for its consideration following the public hearing.

NOTE: The hearing will be conducted in a facility that meets the accessibility requirements of the Americans with Disabilities Act (ADA). If the parties or other persons notified require the type of assistance the Department is required to provide under the ADA in order to participate in or understand the hearing, the Department will supply that assistance upon request no later than three (3) working days before the hearing. Requests for assistance must be directed to Richard Carlson at (208) 326-3686 or TDD Idaho Relay (800) 377-3529.

Dated this 6th day of February, 2008.
/s/ Richard A. Carlson, Hearing Officer
PUBLISH: 2- 8-08 or 2-09-08

Exhibit C
Reasons for Submitting this Petition

This letter is written in support of a Petition to Change District Boundaries. Pursuant to Chapter 308 of Title 33 of the Idaho code, the attached petitioners request that a School District Boundary change be made in order for the parcel of land identified in the petition to be excised from the Minidoka School District 331 and annexed into the Cassia School District 151.

In making this request, we have not considered the relative strengths and qualities of the two districts; we simply consider ourselves to be a part of the Cassia School District 151 community. We also believe this change will be in the best interest of the nine (9) school age children currently affected, and we believe the impact to both districts will be minimal. The following outlines our reasoning for this request:

1. **Contiguous to District 151** The one and a half square miles as defined in the petition borders District 151 along the south side.
2. **All Students Attend District 151** Although this one and a half square mile area is currently in District 331, none of the students living in this area have attended District 331 schools in over five years.
3. **District 331 Busing Policy** According to the Transportation Research Board of the National Academy of Sciences, the school bus is the absolute safest way to get to and from school. It is far safer than walking, riding a bike or even driving yourself. We, as a neighborhood, have made attempts to work out a busing solution for the safety of our children. District 151 has been willing to provide busing for our children, however District 331 has refused to grant the permission needed for such busing. At the present time, our children must be dropped off at a designated bus stop a few miles from our homes. This bus stop is at an intersection that is heavily traveled by farming and dairy operations. Based on bus safety statistics, our children will be safer being picked up in front of our homes rather than being transported to a bus stop.
4. **Annual Petition** Although we consider ourselves to be part of the School District 151 community, and our children have not attended school anywhere else in over five years, we must annually petition District 151 Board of Trustees each January to assure that our children will be allowed to attend District 151 for the following school year. While we appreciate District 151's willingness to grant our yearly requests, granting this request for a change in district boundaries would eliminate this annual task and the possibility of denial. The concern for denial comes from the open enrollment confirmation letter which states "Please be advised that if, at the first of the school year the number of in-district enrollment

numbers are too high, the principal may re-evaluate your application.” Removing this constant “uncertainty” would definitely be in the best interest of the children.

5. **Grass Roots Support** Of the eight eligible voters that reside within the area of the petition, eight have been contacted and all eight have signed the Petition to Change District Boundaries.

6. **Minimal Effect to Tax Base** As no students living in the one and a half square mile area attend school in District 331, there will be no reduction of students. We do recognize that District 331 will lose tax base on four homes and approximately one and a quarter square miles of agricultural land, however, given the large size of District 331’s tax base, and its current and expected growth, we believe that District 331 will never miss the tax base derived from this small area.

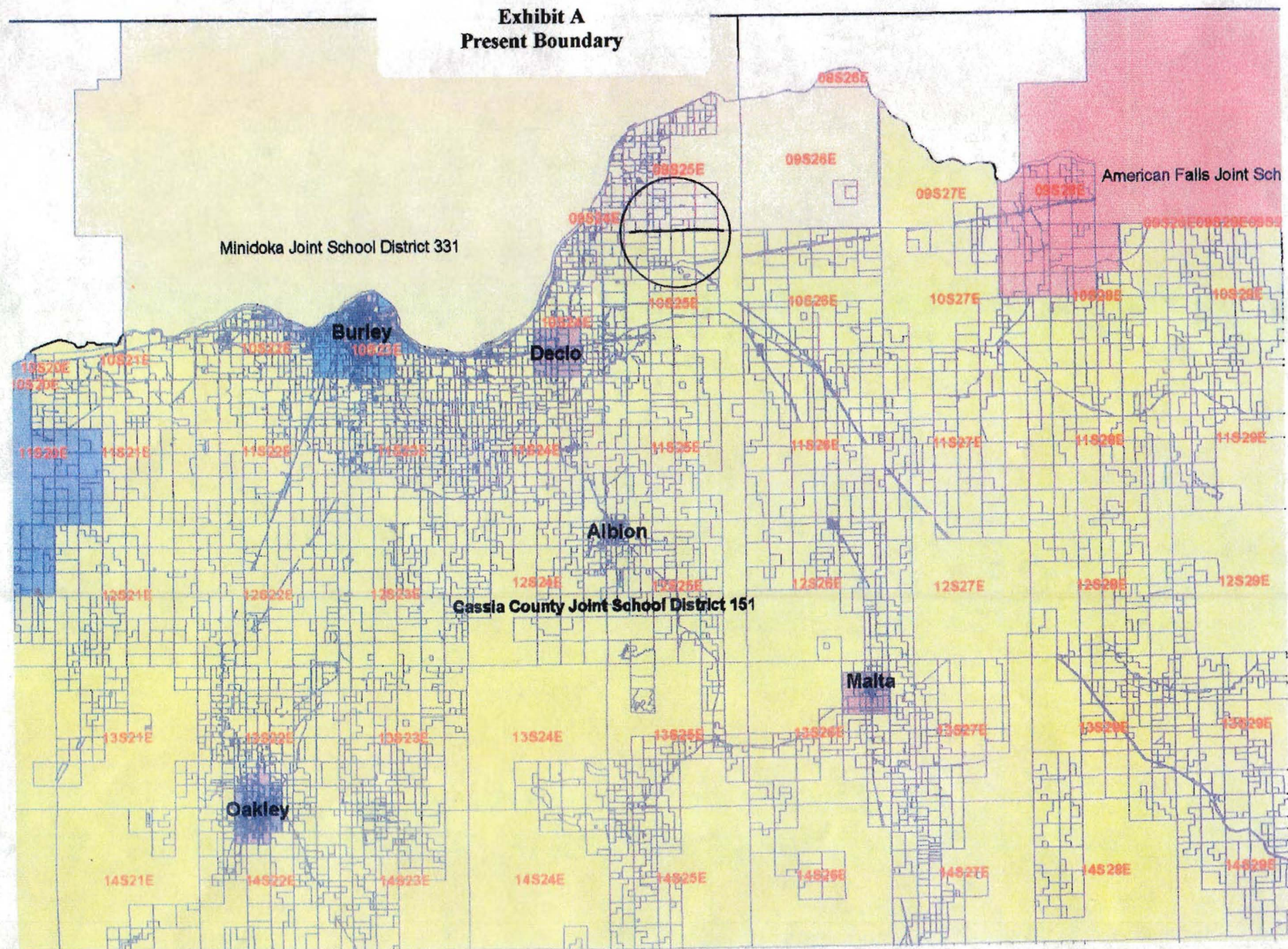
As Petitioners, we trust that the Board of Trustees of both districts will recognize that we strongly perceive ourselves as being part of the District 151 community. We look forward to being “full patrons” of District 151 and we trust that both Districts will focus on what is best for the students and the families involved.

We respectfully request that the School Boards of District 331 and District 151 and the Idaho State Board of Education favorably consider our request to be excised from District 331 and be annexed into District 151.

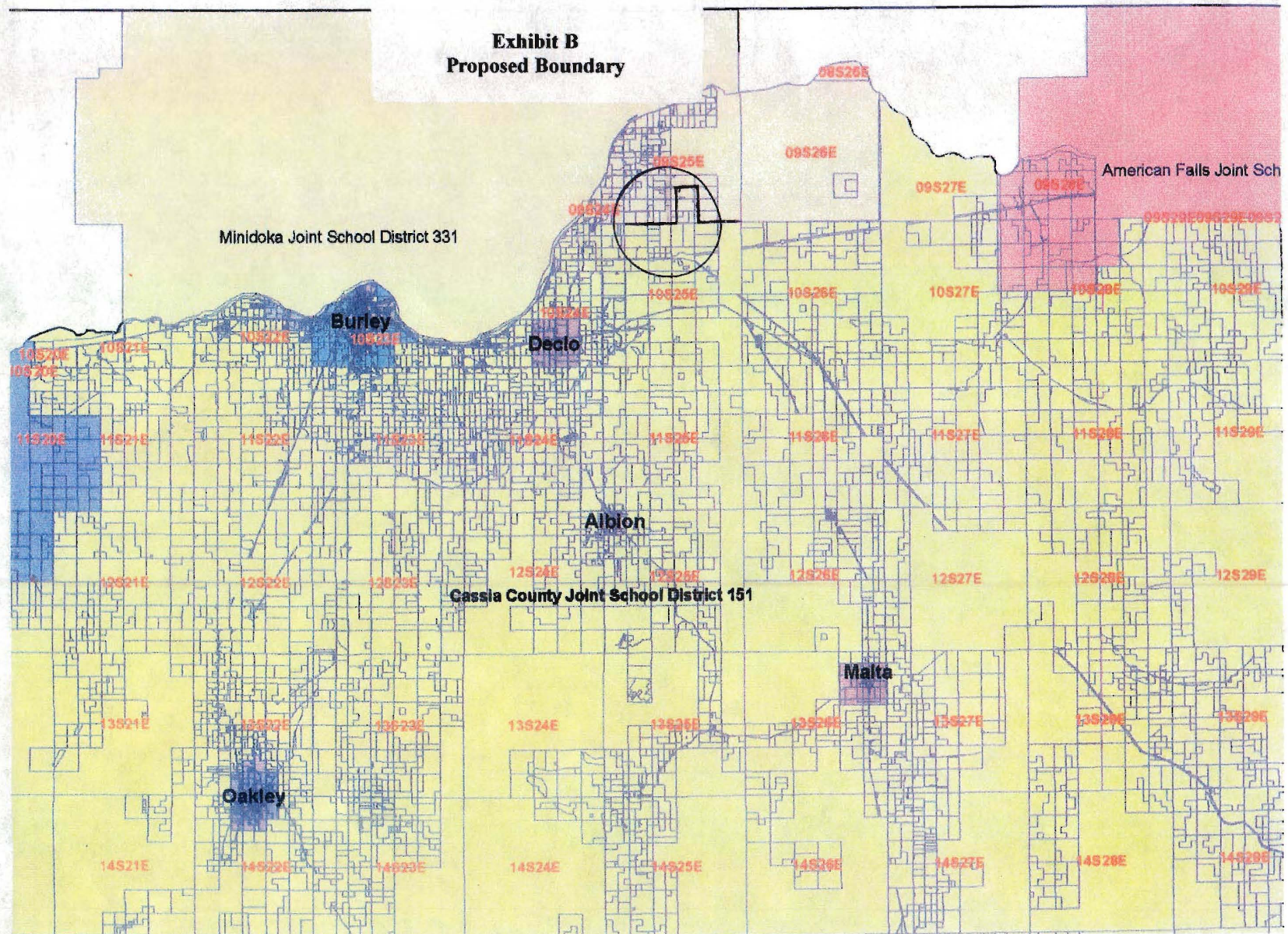
Respectfully,

The Petitioners as signed on the preceding petition.

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008



STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008



**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

**TITLE 33
EDUCATION
CHAPTER 3
SCHOOL DISTRICTS**

33-308. EXCISION AND ANNEXATION OF TERRITORY. (1) A board of trustees of any school district including a specially chartered school district, or one-fourth (1/4) or more of the school district electors, residing in an area of not more than fifty (50) square miles within which there is no schoolhouse or facility necessary for the operation of a school district, may petition in writing proposing the annexation of the area to another and contiguous school district.

(2) Such petition shall be in duplicate, one (1) copy of which shall be presented to the board of trustees of the district from which the area is proposed to be excised, and the other to the board of trustees of the district to which the area is proposed to be annexed. The petition shall contain:

- (a) The names and addresses of the petitioners;
- (b) A legal description of the area proposed to be excised from one district and annexed to another contiguous district;
- (c) Maps showing the boundaries of the districts as they presently appear and as they would appear should the excision and annexation be approved;
- (d) The names of the school districts from and to which the area is proposed to be excised, and annexed;
- (e) A description of reasons for which the petition is being submitted; and
- (f) An estimate of the number of children residing in the area described in the petition.

(3) The board of trustees of each school district, no later than ten (10) days after its first regular meeting held subsequent to receipt of the petition, shall transmit the petition, with recommendations, to the state board of education.

(4) The state board of education shall approve the proposal provided:

(a) The excision and annexation is in the best interests of the children residing in the area described in the petition; and

(b) The excision of the territory, as proposed, would not leave a school district with a bonded debt in excess of the limit then prescribed by law.

If either condition is not met, the state board shall disapprove the proposal.

The approval or disapproval shall be expressed in writing to the board of trustees of each school district named in the petition.

(5) If the state board of education shall approve the proposal, it shall be submitted to the school district electors residing in the area described in the petition, at an election held in the manner provided in chapter 4, title 33, Idaho Code. Such election shall be held within sixty (60) days after the state board approves the proposal.

(6) At the election there shall be submitted to the electors having the qualifications of electors in a school district bond election and residing in the area proposed to be annexed:

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(a) The question of whether the area described in the petition shall be excised from school district no. () and annexed to contiguous school district no. (); and

(b) The question of assumption of the appropriate proportion of any bonded debt, and the interest thereon, of the proposed annexing school district.

(7) If a majority of the school district electors in the area described in the petition, voting in the election, shall vote in favor of the proposal to excise and annex the said area, and if in the area the electors voting on the question of the assumption of bonded debt and interest have approved such assumption by the proportion of votes cast as is required by section 3, article VIII, of the constitution of the state of Idaho, the proposal shall carry and be approved. Otherwise, it shall fail.

(8) If the proposal shall be approved by the electors in the manner prescribed, the state board of education shall make an appropriate order for the boundaries of the affected school districts to be altered; and the legal descriptions of the school districts shall be corrected as prescribed in section 33-307(2), Idaho Code.

*IDAHO ADMINISTRATIVE CODE
State Board of Education Rules*

*IDAPA 08.02.01
Rules Governing Administration*

050.ALTERING SCHOOL DISTRICT BOUNDARIES.

The State Board of Education sets forth the following rules to govern the application and hearing procedures for alteration of school boundaries pursuant to Section 33-308, Idaho Code. A written application from the person or persons requesting alteration of school district boundaries, including the reasons for making the request, will be submitted to the State Board of Education. The application shall also contain that information as required by Section 33-308, Idaho Code: (7-1-99)

01. Written Statement of Support. A written statement supporting or opposing the proposed alteration will be prepared by each board of trustees no later than ten (10) days following its first regular meeting held following receipt of the written application prepared by the person or persons requesting the alteration. Such request and supporting materials shall be forwarded to the Superintendent of Public Instruction. (7-1-99)

02. Review of Request. The Superintendent of Public Instruction shall appoint a hearing officer in accordance with State Board of Education Governing Policies and Procedures to review the proposed alteration of boundaries. (7-1-99)

03. Criteria for Review of Request. The hearing officer shall review the proposed alteration of boundaries taking into account the following criteria: (7-1-99)

a. Will the alteration as proposed leave a school district with a bonded debt in excess of the limit proscribed by law; (7-1-99)

b. Is the proposed alteration in the best interests of the children residing in the area described in the petition. In determining the best interests of the children the hearing officer shall consider all relevant factors which may include: (7-1-99)

i. The safety and distance of the children from the applicable schools; (7-1-99)

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- ii. The views of the interested parties as these views pertain to the interests of the children residing in the petition area; (7-1-99)
- iii. The adjustment of the children to their home and neighborhood environment; and (7-1-99)
- iv. The suitability of the school(s) and school district which is gaining students in terms of capacity and community support. (7-1-99)

04. Market Value. The market value, for tax purposes, of the two (2) districts prior to the requested transfer and of the area proposed to be transferred will be provided. (7-1-99)

05. Decision by State Board Education. The recommendation from the hearing on the matter shall be forwarded to the State Board of Education for decision in accordance with the Board's Governing Policies and Procedures. (7-1-99)

06. Additional Information. The applicant may submit any additional information which is deemed to be appropriate in assisting the State Board of Education to make the decision. (4-1-97)

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SUBJECT

Excision and Annexation of Land from West Bonner County School District to Lakeland Joint School District – Tonya Reed petition

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-308, Idaho Code; IDAPA 08.02.01.050, Rules Governing Uniformity

BACKGROUND

Section 33-308 of Idaho Code prescribes the procedure for excision and annexation of land from one school district to another. The Lakeland Joint School District Board of Trustees has transmitted the proposal and petition containing the required documents which is submitted to the State Board of Education. The responsibility of the State Board of Education is to approve or disapprove the proposal for the excision/annexation. If the proposal is approved, it will be sent to the electors of the area affected.

DISCUSSION

The proposal and petition were submitted by Tonya Reed to Lakeland Joint and West Bonner County school districts, and subsequently to the State Department of Education. Neither district opposes the property transfer. Pursuant to IDAPA 08.02.01.050 a hearing officer was appointed to review the request and a public hearing was held. The hearing officer recommends approval of the proposed property transfer. Pages 28-39 of the recommendation include the letter from Lakeland School District, petition, estimated number of children impacted and maps as submitted to the State Department of Education.

IMPACT

N/A

ATTACHMENTS

Attachment 1 – Hearing Officer Recommendation

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve/disapprove the excision and annexation from West Bonner School District to Lakeland School District as proposed in the petition submitted by Tonya Reed.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

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BEFORE THE HEARING OFFICER FOR THE
IDAHO DEPARTMENT OF EDUCATION

In the matter of the petition requesting)
The annexation of territory from West)
Bonner County School District No. 83,)

TRANSMITTAL OF THE RECORD

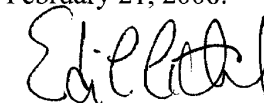
To the)
)
)

Lakeland Joint School District No. 272,)
)
)

I, Edwin L. Litteneker, the Hearing Officer for the above-entitled hearing, transmit the
following to the State Superintendent of Public Education:

1. Charles Kinsey's letter to Joan MacMillan, Idaho State Department of Education, with attached Petition to Annex sections of Bonner County residents into Lakeland Joint School District # 272, dated October 11, 2007.
2. Notice of Scheduling and Status Conference by Telephone, dated January 23, 2008.
3. Notice of Hearing & Pre Hearing Order, dated January 30, 2008.
4. Sign in sheets.
5. Exhibit 1 – Map.
6. Comments received after the hearing.
7. Findings of Fact, Conclusion of Law & Decision with attachments, dated March 4, 2008.
8. 2 Audio tapes of the hearing held on February 21, 2008.

DATED this 04 day of March 2008.



Edwin L. Litteneker
Hearing Officer

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

I DO HEREBY CERTIFY that a true
And correct copy of the foregoing
Document without the attachments was:

☒ Mailed by regular first class mail,
And deposited in the United States
Post Office

☐ Sent by facsimile.

☐ Sent by Federal Express, overnight
Delivery

☐ Hand delivered

To: Charles Kinsey
Lakeland Joint School District No. 272
P.O. Box 39
Rathdrum, Idaho 83858

Mike McGuire
West Bonner County School District No. 83
P.O. Box 2531
Priest River, Idaho 83856

Tonya Reed
P.O. Box 392
Spirit Lake, Idaho 83869

On this 04 day of March 2008.



Edwin L. Litteneker

BEFORE THE HEARING OFFICER FOR THE
IDAHO DEPARTMENT OF EDUCATION

In the matter of the petition requesting)	
The annexation of territory from West)	
Bonner County School District No. 83,	)	FINDINGS OF FACT CONCLUSIONS
	)	OF LAW AND RECOMMENDATIONS
)	
To the)	
)	
)	
Lakeland Joint School District No. 272,)	
)	
)	

INTRODUCTION

A Hearing was conducted on February 21, 2008, by Hearing Officer, Edwin L. Litteneker at the Spirit Lake Elementary School, 32605 N 5th Street, Spirit Lake, Idaho 83869. The Hearing was conducted for purposes of making recommendations to the State Board of Education in connection with the application of residents of the West Bonner School District No. 83 to excise territory from the West Bonner County School District No. 83 and annex that corresponding territory into the Lakeland Joint School District No. 272.

The Hearing was attended by 41 people who signed in on the sign in sheets which are attached to the Transmission of the Record. Additional written comments were received and are also included in the Transmittal of the Record. Exhibit 1 is also included in the Record showing the specific geographical area and the number of effected families.

The West Bonner County School District No. 83 and the Lakeland Joint School District No. 272 received petitions from residents generally located in Sections 29, 31 and 32 of

FINDINGS OF FACT, CONCLUSIONS
OF LAW AND RECOMMENDATIONS

Township 54 North Range 4 West, Boise Meridian, requesting that the territory described on Exhibit No. 1 be excised from the West Bonner County School District and annexed into the Lakeland Joint School District.

The petitions were considered by both School Districts. The Lakeland Joint School District No. 272 took a neutral position. West Bonner County School District No. 83 apparently did not take a formal position on the proposed annexation of the affected area.

Present at the Hearing were Board Members and Superintendents from the respective School Districts. Testimony was presented favoring the excision and annexation and testimony was presented opposing the excision and annexation.

Generally the residents within the area to be annexed were in favor of the excision and annexation and generally the people residing in the Lakeland School District (not residing within the area to be annexed into the Lakeland School District) were opposed to the annexation.

The Hearing was conducted pursuant to Idaho Code Section 33-308 for purposes of making Findings of Fact, Conclusions of Law and Recommendations to the Idaho State Board of Education.

Such notices as required by law were provided and the notification of the Hearing was posted on the public reader board at the Spirit Lake Elementary School as well as at the School itself. An Objection to the notice was from a Lakeland School District patron received after the hearing and is included in the record.

FINDINGS OF FACT

The area proposed to be excised from the Bonner County School District No. 83 and annexed to the Lakeland Joint School District No. 272 is an approximate two square mile area at the southern end of Bonner County and is the southern most area in the West Bonner County

School District. The area to be annexed is immediately adjacent to the northern boundary of the Lakeland Joint School District No. 272. The City of Spirit Lake is also immediately adjacent to the south of the West Bonner County District No. 83 boundary line.

The indentified area is as close as a half a mile and as far as a mile and a half away from the Spirit Lake Elementary School. The Timberlake Junior High School and Timberlake Senior High School are also located in the Spirit Lake vicinity. The residents in the identified area have Spirit Lake addresses, Spirit Lake phone numbers, are served by the Spirit Lake Fire Department and have children who otherwise play with students and friends from the immediate Spirit Lake area. The Priest River community where the West Bonner District High School and Junior High School are located is more than 20 miles from the area to be annexed.

The children residing in the effected area do not frequently participate in Priest River's events or activities except those related to School activities.

Within the two square miles are located approximately forty five residences with a total of sixty three registered voters and approximately twenty non registered voters.

There are approximately 30 school age children in the area. Of those thirty school age children, approximately half of them presently attend schools in the Lakeland School District, paying tuition to attend Spirit Lake Elementary, Timberlake Junior High, or Timberlake Senior High.

Students residing in the effected area and attending the West Bonner School District No. 83 have an approximate two and a half hour bus ride each morning and each evening to travel from their homes to school and to return.

The amount of bus travel necessitated by the distance from the residents of the indentified area to Old Town or Priest River Schools is substantial. The students are bussed as much as 18

miles to Old Town where the Elementary School is located and as many as 23 miles to Priest River where the Junior High and High School are located.

The amount of travel time makes it extremely difficult for the students to participate in after school or extracurricular activities and if they are required for whatever reason to stay after school or get to school early it is necessary for the parents to drive as much as forty six miles for a round trip to deliver or retrieve the children from school and return home.

A number of the interested persons offering comment opposing the annexation expressed concern about the potential overcrowding either attributable to likely growth or as a result of the increase of the West Bonner County students attending the Lakeland Schools. The persons offering comment who presently reside in the Lakeland School District were concerned that an increase of students attributable to the annexation would only add to overcrowded classrooms and would put additional strain on resources and classroom teachers and lessen the quality educational services they have become accustomed to.

It appeared that all of the persons who testified who resided within the area were in favor of the proposed annexation particularly indicated by the number of them who paid tuition for their children to attend the Lakeland School District.

No testimony was offered as to the bonded indebtedness of either of the districts though both Superintendents and Board Members from the West Bonner School District were present.

CONCLUSIONS OF LAW

Idaho Code Section 33-308 requires the State Board of Education to make a determination as to the appropriateness of submitting the proposed petition to an election participated in by the residents of the area to be excised and annexed.

The present residents of the Lakeland School District No. 272 do not participate in the election if an election is ordered by the State Board of Education

The State Board is to approve the proposal if it is in the best interests of the children residing in the area to be annexed and that the excision of territory would not leave the West Bonner County School District No. 83 with excess bonded debt.

The amount of time and distance of travel necessary to transport the students in the effected area to the schools of the West Bonner County District No. 83 is not in the students' best interest.

Attending Spirit Lake Elementary School and Timberlake Junior and Senior High Schools would be in the best interests of the children.

The students' opportunity to participate in after school activities, to go to school with their peers and to not have substantial and significant travel considerations placed on their time certainly justifies the finding that the proposal is in the best interest of the children.

No testimony was offered as to whether there would be any excess bonded debt as a result of the excision of the territory. Therefore, no recommendation can be made as to that particular statutory provision.

RECOMMENDATION

It is recommended that the State Board of Education approve the proposal to excise and annex territory from the West Bonner County School District No. 83 into the Lakeland Joint School District No. 272.

The proposal is in the best interests of the students, however, this recommendation is premised on the assumption that the excision of territory would not leave the West Bonner County School District with a bonded indebtedness in excess of the legal limit.

The recommendation is made strongly to the State Board of Education that the proposal be accepted by the State Board of Education simply based upon the convenience to the parents and students and the close proximity of the area to the Lakeland Joint School District No. 272 and the Spirit Lake Schools.

Finally it is the recommendation that the State Board of Education authorize an election to submit the matter to the voters in the designated area.

DATED this 04 day of March 2008.



Edwin L. Litteneker
Hearing Officer

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

I DO HEREBY CERTIFY that a true
And correct copy of the foregoing
Document was:

X Mailed by regular first class mail,
And deposited in the United States
Post Office

____ Sent by facsimile.

____ Sent by Federal Express, overnight
Delivery

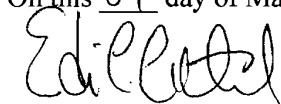
____ Hand delivered

To: Charles Kinsey
Lakeland Joint School District No. 272
P.O. Box 39
Rathdrum, Idaho 83858

Mike McGuire
West Bonner County School District No. 83
P.O. Box 2531
Priest River, Idaho 83856

Tonya Reed
P.O. Box 392
Spirit Lake, Idaho 83869

On this 04 day of March 2008.



Edwin L. Litteneker

Haley Gibson

From: Ed Litteneker
Sent: Monday, March 03, 2008 4:00 PM
To: Haley Gibson
Subject: FW: Timberlake Annexation

-----Original Message-----

From: Julie Cronnelly [mailto:jcronnelly@trindera.com]
Sent: Friday, February 29, 2008 1:19 PM
To: Ed Litteneker
Subject: Timberlake Annexation

Ed,

My name is Julie Cronnelly. I have 3 children in schools in the Lakeland district. One is in 6th grade at Spirit Lake Elementary, one in 4th grade at Spirit Lake Elementary, and one in 8th grade at Timberlake Junior High. We live in the town of Spirit Lake at 31775 N Middle Avenue.

I would like to voice my support for annexation. We know some of the families that are affected, and feel the benefit of allowing these kids to attend schools here in Spirit Lake far outweigh the possibility of increased class sizes, or any other risks associated with annexing them in – I believe many of them are already attending Spirit Lake schools. These are decent, hard working families with great kids. The parents have endured a great sacrifice to make sure their kids are getting the best education they possibly can, and I feel they deserve this one break.

<<http://www.trindera.com/>> <<http://www.trindera.com/>>

Haley Gibson

From: Tonya Reed [thelogbarn@yahoo.com]
Sent: Thursday, February 28, 2008 12:45 PM
To: ed@litteneckerlaw.com
Subject: additional comments from the hearing dated 2-21-08
Attachments: 120972465-littnecker.odt

Open as a Microsoft Word document. Thanks for your time..

Tonya Reed

Never miss a thing. Make Yahoo your homepage.

Tonya Reed
PO Box 392
Spirit Lake, ID 83869

208.623.2076
208.660.3224

Dear Mr. Littnecker,

We would like to go on the record with a couple more statements, that we feel important to the issue.

First and foremost, We would like to point out that at the hearing, all who opposed the annexation were individuals who live outside the annexation area. Those individuals are ones who cannot vote either way. **Not one person of the approximately 70 properties within the annexation area opposed this proposal for annexation and excision.** Ultimately it will be those who reside withing the annexation area who's taxes will be effected by the annexation are in support of this annexation, and realize that they will have to take on the higher tax burden of the Lakeland School District.

Those who opposed it, made comments to the extent that we need to put all our time and effort into pushing West Bonner County School District (WBCSD) to build schools, then we probably would already have had schools for our kids. When we did the proposal for annexation the last time, the WBCSD made lots of promises, and actually had 10 acres donated in the Blanchard area, and that is where they promised us a school. The promise was made by the WBCSD to the people, that if the annexation didn't pass last time, they would put all their efforts to that school. We were told the school would be done for the 2007 – 2008 school year, and once our election failed for this annexation nothing more came of the “PROPOSED NEW SCHOOL.” It also was just a elementary school, so it wouldn't have solved any of the problems for the JR. and SR. high students, who do not get to participate in after school activities.

Also, I wanted you to know that I, at first was okay Chris Nunnallee to add her road to our section, and in the process of the last week, have decided to take a opposing standpoint against her adding her section to my area, due to the fact that I think that her area may jeopardize all the efforts I have made thus far, and I am not willing to allow our process to be slowed up for any reason. As it is, if the state board sends this on to an election for us, it will probably run into June, and if the election passes, I hope it can be changed for this coming school year. Time is truly an essence for us, and the school year will close

Thanks for all your time, and all your considerations...

Tonya Reed, Head Petitioner

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APRIL 17-18, 2008**

Ed Litteneker

From: bnneastmond@peoplepc.com
Sent: Wednesday, February 27, 2008 1:58 PM
To: Ed Litteneker
Subject: Support of Annexation

Hi there! My name is Nicole Eastmond, I live at 36 Krupps road and I wanted to put it on record that my husband (Brett Eastmond) and I totally support the whole annexation issue! We have two kids going to school in Bonner county, one goes to Idaho Hill and the other to Priest River Junior High. There are all sorts of reasons that we support this issue but I think the most important one has to be how early they must get up every morning in order to catch the bus at 6:30 a.m. It seems crazy for them to be bussed 18-23 miles each way when there is a school 2.5 miles away. It would also benefit them as far as extra curricular activities go..It's very hard for two working parents to drive that far after work every day to go get their children from practice or whatever, especially after we've already driven into town the other direction to go to work that morning! Not to mention the gas prices these days!

We feel that we are Spirit Lake Residents, our mail comes to Spirit Lake, our phone number is Spirit Lake, we pay for Spirit Lake Fire/ambulance. We buy our groceries in Kootenai county as well and feel that its only fair that our children be allowed to go to the Kootenai county school (which we would Gladly pay the kootenai county school tax). Nobody is expecting a bus from Spirit Lake to come pick our kids up, we would gladly drive them.

I could probably go on and on but I won't as I am sure you are very busy. Thanks for your time and please let it be on record that we SUPPORT this Annexation!

Thanks,
Nicole and Brett Eastmond

Haley Gibson

From: Ed Litteneker
Sent: Wednesday, February 27, 2008 8:40 AM
To: Haley Gibson
Subject: FW: Annexation

Here is another one, thanks

-----Original Message-----

From: pmb1963@peoplepc.com [mailto:pmb1963@peoplepc.com]
Sent: Tuesday, February 26, 2008 4:14 PM
To: Ed Litteneker
Subject: Annexation

Dear Sir:

We are writing in regard to the hearing on annexation of a portion of West Bonner School District into Lakeland 272. I believe there would have been a larger turnout at the meeting, but like myself many people did not know about it. It was not publicized. I believe that is wrong when it is an issue that directly effects everyone in the district.

We are not in favor of the annexation and expressed our concerns to Mr. Kinsey when the issue first came up. We have lived in the Spirit Lake Elementary school boundaries for about 30 years. Our community worked for many years to get a high school in our area and students from Bayview still have a long bus ride. We understand that a long bus ride is not the best, our children had to go to Rathdrum during their junior high and high school years. The patrons of this district have worked and supported our schools for many years.

Annexation means more growth with larger classes. That is unfair to those families that chose to live within the district. There are plenty of houses and plots of land on the market within the district, but because it lies within the Lakeland school district it is priced slightly higher than Bonner County property. When these people bought there land they knew that was one of the reasons it was cheaper.

We feel their efforts on would be better spent getting a school built in their community. It would benefit everyone in the Blanchard area to have a school there.

Respectfully,
Paul and Marilyn Baggs

PeoplePC Online
A better way to Internet
<http://www.peoplepc.com>

Haley Gibson

From: Ed Litteneker
Sent: Wednesday, February 27, 2008 8:31 AM
To: Haley Gibson
Subject: FW: Lakeland Annexation West Bonner County School Dist.
Attachments: Lakeland Annexation.doc

Please print for me and put in the file, thanks

From: Colleen Peloquin [mailto:cpeloquin@lakeland272.org]
Sent: Tuesday, February 26, 2008 9:46 PM
To: Ed Litteneker
Subject: Lakeland Annexation West Bonner County School Dist.

Mr. Ed Litteneker,
As I was unable to attend the Hearing last Thursday, I have attached a document indicating my concerns.
Thank you for your consideration.
Colleen Peloquin
This email was Anti Virus checked by Astaro Security Gateway. <http://www.astaro.com>

2/27/2008

As a Second Grade Teacher at Spirit Lake Elementary, a resident of Kootenai County, and a parent of two children who attended Spirit Lake Elementary and Timberlake Jr./Sr. High School and graduated; I would like to share my insights on the Annexation of a portion of West Bonner County School District.

As a Taxpayer, I know...

Adding additional properties to our District will increase the cost of maintaining our Schools now and possibly in the future even more. Schools need buildings, classrooms, teachers, furniture, equipment, staff, buses, fuel, and utilities. We presently have several developments in close proximity, even within the City Limits which have the potential to add to our student enrollment. Little Fawn off of Highway 54, 69 parcels in "R" Ranch East of 10th Street and North of Van Buren are only two of several of which I am familiar.

As a Teacher, I know....

Each and every additional child in a classroom makes a difference in the composition of the class learning environment. There are no guarantees that only one child will be added per grade level or per class. There could be 5 Kindergartners and 10 First graders and 0 Second Graders, etc. I taught Kindergarten for 8 years. Believe me.....1 additional Kindergarten student can change the dynamics of a classroom! The same is true for each and every child in each and every grade level all the way up through High School. Students have specific needs that need to be met from Academic: Resource, Title One, Extended Reading, Individualized help from classroom teachers; to Medical: Allergies, Diabetes, Autism, ADD, ADHD, etc.; and Behavior Management issues to name a few concerns.

At Spirit Lake Elementary all of our classrooms are presently utilized. We finally have a Computer Lab, a Science Lab, and a Music Room. We still utilize former closet/storage spaces for office space. In the past our Music classes have been held in a room with accordion doors at the end of the Lunchroom during lunch hours. This is not in the best interest of our students. We do not want to return to sub-standard conditions. We cannot add-on to our school. It is at maximum building/playground ratio.

Class size has always been a priority in optimizing learning especially in the primary grades, but obviously in all grades. "No Child Left Behind" on the Federal, State and District level holds States, Districts, Schools, and Teachers accountable for student learning. Class size is a factor in meeting these Standards.

As a Parent, I know...

I would ensure that my priorities were in place before I purchased property. If purchase price is my priority, I would find the best price available. If my child's education is the highest priority, I would find the best school district. If proximity to my employment is my priority, I would find a home near my work. If I found that my priorities changed due to my child's education, I would make arrangements to re-locate. Once we set our priorities we can't expect others to accommodate all of our other requirements.

Accommodating one group of children to the detriment of another group of children will not result in a positive outcome for either group.

Please consider the issues I have raised here and those raised at the Hearing since as a current Lakeland Patron we are not given the opportunity to vote on this issue.

Respectfully, Colleen A. Peloquin

Ed Litteneker

From: earl frates [scubaman1@verizon.net]
Sent: Sunday, February 24, 2008 4:09 PM
To: Ed Litteneker
Subject: Lakeland Joint School District Annexation

Dear Mr. Litteneker,

I hope I have your name spelled correctly.

I was present for and spoke at the hearing regarding the annexation of a portion of West Bonner County School District into Lakeland Joint School District. I spoke in opposition to this taking place. In reflecting back over the the last few days about some of the points that were made, I would like to share with you a few more of my concerns.

The people who are pushing for this annexation stated that they are members of the Spirit Lake community because they have a Spirit Lake address, phone number, and are within the Spirit Lake Fire Protection District. My parents live in Lakeland Joint School District. They have a Spirit Lake phone number and an Athol address. The people just down the road from them have a Rathdrum phone number and address. Up until just this year, the elementary students in their neighborhood attended Spirit Lake Elementary. They now attend the newly built Twin Lakes Elementary. In my mind whether or not the annexation should occur should not be contingent upon a person's phone number, where they receive their mail, or who comes to put out a fire. It should be based on where they physically reside in relationship to established boundaries. Each of these entities creates its own boundaries based on the needs of the service they provide to their customers or constituents.

Another point presented by the group in favor was that, if annexed, they would be voting on issues in support of the district. First of all, in all groups of voters, we know that there will be a percentage that vote in favor of, those that vote against, and those that don't vote at all for the issue presented. Next, I think there is a portion of this group that does not understand that when it does become necessary for Lakeland Joint School District to put a bond before the patrons of this district in order to build a new elementary school in the Spirit Lake area, due to overcrowding, or to add classroom additions to Timberlake Junior and Senior High Schools, that it is not just people with Spirit Lake phone numbers and addresses that will be voting on this. Our district consists of people that live in Bayview, Athol, Hayden, Rathdrum, and Hauser Lake. There are possibly even some patrons with Coeur d'Alene and Post Falls addresses if they choose to have a post office box there. The administration of Lakeland Joint School District has learned through the years that in order to have the greatest success in passing a bond, they need to offer something to both the northern and southern parts of the district if at all possible. If this doesn't happen, the people in the area that is not receiving some type of improvement have a tendency to vote no as they see the only impact to them is a higher tax bill. In acting responsibly, when the time comes to build new buildings in an area or add on to existing structures, the district's administration is not going to seek out frivolous projects just to get a bond to pass.

Spirit Lake Elementary School does not have extra classroom space at this time. It is fortunate for the students of the Spirit Lake Elementary School zone that because of the student reduction due to the opening of Twin Lakes Elementary, they are able to now have a dedicated music room and science lab. Both of these rooms are used on a regular basis and when they are not being used for their designated purposes teachers are utilizing the space to work with smaller groups of students.

The SLP also now has a room to meet with her students. She had been working with students in a room initially designed to be a storage area. My son received speech services from her. When we met to review his progress in her original room it was difficult to get into and move around in the cramped space. When the time comes that growth within the community reaches a point where these rooms are needed for regular classroom space again it will be a great loss to the students of this district. However, it is only a matter of time before this happens because of the ability for growth within the boundaries that already exist. If the annexation of this new area is allowed to happen it will only increase the rate at which more classroom space will be necessary negatively impacting the patrons and students of the current Lakeland Joint School District. As I said at the hearing, it is my understanding that Spirit Lake Elementary School can no longer have additional classroom space added on. One option to alleviate overcrowding would be the building of a new school. This is very costly to the tax paying patrons of the district. The longer that that can be prolonged the better I think it is. The other option is to rezone each school's boundaries within the district. Now we have impacted other patrons that have students attending other schools by having larger class sizes, or some of the children that are in the over crowded schools are forced to go to another school in the district having to leave the learning environment that they may have been a part of for several years. This does not just effect Spirit Lake Elementary and Timberlake Junior and Senior High Schools. This annexation, if allowed, will impact Lakeland Joint School District as a whole.

I have lived in the community of Spirit Lake for 30 years this July. I have seen many, many changes to this area. I remember a time when it was not uncommon for class sizes to be in excess of 30 students. Because of Lakeland Joint School District's commitment to excellence, and understanding that students don't get the best education possible in these large groups, the administration has worked very hard to lower class sizes. The philosophy of smaller community schools is what appeals to many people that have chosen to make their home in the Lakeland Joint School District. We all know that there will be classes that are large for any number of reasons, but the administration has done all that was within its power to minimize the impact this has on the learning of the students in these classes. My son was in a large 4th grade class last year. There were 30 students in the class the majority of the year. Two students in his class do not live within the Lakeland Joint School District. Unfortunately there were no extra rooms available to alleviate this over crowding so the class remained large all year. We know that each student in a classroom requires time from the teacher. The more students in a class the less teacher contact time with individuals. It is also known that there are students who demand more teacher interaction due to things such as poor behavior or difficulty with learning. To say that one more student in a class doesn't make a difference is an incorrect statement. My older son has had similar experiences throughout his schooling as well. This creates much frustration at not being able to get the help needed as readily. This also creates frustration for the teacher that is committed to teaching each child but can't physically get to each one as he/she knows is the best. Again, annexing more land and students into Lakeland Joint School District is only going to have a negative impact on those that are already a part of this district.

During the hearing I heard people complain that they thought because their home was near a school that that would be the school their children would attend. I heard people complain that their realtor lied to them about the school district they would be residing in if they purchased and lived in a specified area. I heard people complain that it isn't fair that their child has to ride a bus for a long period of time. I heard people complain that their children can't participate in school activities or their parents can't come to school functions because of the distance to the school. I also heard people say that they want to be a stay at home parent and it is cheaper to live in Bonner County. There was also the comment made that there were no homes for sale within the Lakeland Joint School District in August.

My response to these complaints is this: If you are truly concerned about where your children are going to attend school and how that will impact your life, I would hope you would be responsible enough to pick up a phone or go to the Internet and check the information you have been given or think you already know for accuracy. My husband and I purchased our home in Lakeland Joint School District before ever having children. As a Lakeland graduate, it was important to me that my children also went to Lakeland schools. The home we purchased is not our dream home, but it allows our children to go to school within this district and we are in between the elementary and secondary schools which allows easier access to functions that occur outside of the regular school day. Even though we live close to the schools, there are still times we cannot both attend school activities with our children because our work schedules don't allow for that. As has been the case for many years, it would have been cheaper for us to buy north of the school district boundaries, but this was not even a consideration. It never crossed my mind to do that and then expect the district to change its boundaries so I could have my cake and eat it too as the saying goes. I am sorry that people don't feel it is fair that their children have a lengthy bus ride. Life isn't going to be fair. We make choices every day and have to live with the consequences of those decisions. Participating in athletic or other after school activities is a privilege. When I was in school, in Lakeland Joint School District, the Timberlake schools did not exist. I had to ride a bus each day to Lakeland Junior High and later to Lakeland Senior High. I did not get to participate in all of the activities I would have liked to have been a part of because I didn't always have a ride. This is a sacrifice that sometimes has to be made when a family chooses to live in a more rural area. Living in town creates other sacrifices. You must decide what is more important to you. Another concern for the students that are currently living within this district is that they will be impacted by having to compete with more students for positions on sports teams or in other areas such as drama. My oldest son has already felt the impact of this. Many of the people who purposefully moved into Lakeland Joint School District did so so that their children would have a greater opportunity to participate in these types of activities. In regards to the desire to be a stay at home mom, that is very nice. I would have liked to have done that as well. However, because of the decisions we made as a family, my husband and I both work to provide the best we can for our children. In response to the comment that there was no property to be found for sale at the end of summer in Spirit Lakes' school zone, that is absolutely false. I can think of five homes off the top of my head that would have been for sale at that time. At least three of them are still for sale. I think a more correct statement would have been we could not find the house we wanted at that time. Again I come back to the point that the decision was made that the house was more important than the school district.

Finally, where does this stop. I heard one person say that there will always have to be boundaries yet this same person is not willing to take heed to the boundaries that are already in place. How long will it be before the people just across this proposed annexation line decide they want to have their children in Lakeland Joint School District. Some of the people that have pushed so hard for this annexation have already told others that were excluded this time that they will help them to do the same thing when this is finished. I also learned yesterday that one of the people that spoke in favor of this annexation and currently lives within Lakeland's boundary plans to move to the proposed annexation area when her home sells.

Lakeland Joint School District has worked very hard in these times of high stakes testing to create a quality learning environment for its students. Allowing this annexation to occur is contradictory, in my mind, to all that this school district has worked so diligently to achieve. It is known that as anything grows, it is more difficult to maintain excellence. I am opposed to this annexation as I know many others are. I was very disappointed with the lack of publicity that the public received in regards to this hearing taking place. I think had more people been aware of it there would have been a greater turn out in opposition. My children's education has already been affected by growth just within the current

district boundaries and will continue to be impacted as the area continues to grow. It is my hope that your report to the Idaho Board of Education will be that allowing the people to vote on the annexation of this area is not in the best interest of the patrons of the Lakeland Joint School District and not in line with what, I as a patron feel, is the philosophy of the Lakeland Joint School District as it is portrayed to its patrons. I want my children to continue to receive the top level of education that they are now receiving. Larger class sizes does not allow this to happen. I think it would be in the best interest of the patrons of West Bonner County to do what the patrons of Lakeland Joint School District have done in the past; present your needs to your district and then work extremely hard to show the people of your district that a new school is important to the community as a whole, gain their support, pass a bond, and build a new school in your district.

Thank you for this consideration. If you have any questions I can answer, please ask.

Sincerely,
Darlene Frates

32338 N. 5th Ave.
Spirit Lake, ID 83869

(208)623-6922
(208)660-8205



STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

SIGN IN SHEET
ANNEXATION OF TERRITORY FROM WEST BONNER COUNTY SCHOOL DISTRICT

Name	Address	Will you be offering live testimony?
TONYA REED	655 Spirit Lake Cutoff	<input checked="" type="radio"/> Yes <input type="radio"/> No
ROB REED	655 SPIRIT LAKE CUTOFF	Yes <input type="radio"/> No
Nicole Eastmond	36 Krupps Road / SPIRIT LAKE CUTOFF	Yes <input checked="" type="radio"/> No
Leanne K. Moffitt	160 Moonstar Ln.	Yes <input checked="" type="radio"/> No
Mike McEwen	402 Traudt Ct, Priest River, ID	Yes <input checked="" type="radio"/> No
Leonard Parenteau	248 Thama Drive, Priest River, ID	Yes <input checked="" type="radio"/> No
Garry & Brown	15277 N. Washington, Rathdrum, ID 212 Trustee	Yes <input checked="" type="radio"/> No
Sherry Ciesran	5276 W Raquet Rd #1 Rathdrum ID	Yes <input checked="" type="radio"/> No
Ruth Gabrick	32432 N 3rd Spirit Lake ID	Yes <input checked="" type="radio"/> No
JERRY Kuhn	833 KRUPPS Rd SPIRIT LAKE	Yes <input type="radio"/> No
Debbie Haag	885 Krupps Rd Spirit Lake	Yes <input type="radio"/> No
ARLENE Kuhn	833 KRUPPS Rd SPIRIT LAKE	Yes <input type="radio"/> No
Gerald Kuhn	887 Krupps Rd Spirit Lake	Yes <input type="radio"/> No
Welda Kuhn	887 Krupps Rd, Spirit Lake	<input checked="" type="radio"/> Yes <input type="radio"/> No
Tonya Dove	144 Walden Ln, Spirit Lake	Yes <input type="radio"/> No
Erin Dove	144 Walden Ln Spirit Lake	<input checked="" type="radio"/> Yes <input type="radio"/> No
LISA SEVERS	6176 W VAN BUREN SPIRIT LAKE	Yes <input checked="" type="radio"/> No
Debby Mikula	280 A's Welding Rd Spirit Lake	Yes <input checked="" type="radio"/> No
Arnold Mikula	280 A's Welding Rd Spirit Lake	Yes <input checked="" type="radio"/> No
Tricia Landers	P.O. Box 1290 Spirit Lake	Yes <input type="radio"/> No
Kevin & Andia Blenz	P.O. Box 114 Blanchard ID	Yes <input type="radio"/> No

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

SIGN IN SHEET
ANNEXATION OF TERRITORY FROM WEST BONNER COUNTY SCHOOL DISTRICT

Name	Address	Will you be offering live testimony?	
Larry Schuck	31583 N. BarBare Ave. Spirit Lake ID	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Greg Benedict	22419 W. Hwy 41 SPIRIT LAKE ID	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Connie Nowlan	28033 N. Snickers Lane Spirit Lake ID	Yes	<input type="radio"/> No
Chris Nunnallee	31755 S 7th, SPIRIT LAKE, ID.	Yes	<input type="radio"/> No
Adam Moorle	32454 9th St Spirit Lake ID	Yes	<input type="radio"/> No
Edward Sams	388 Walden Lane Spirit Lake	Yes	<input type="radio"/> No
Donna Daniel	388 Walden Lane Spirit Lake	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Kristen Peterson	459 Spirit Lake Cutoff Rd Spirit Lake ID	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Keith Peterson	459 Spirit Lake Cutoff Rd Spirit Lake ID	Yes	<input type="radio"/> No
Kathy Balzer	32319 N 9th Ave Spirit Lake, ID 83869	Yes	<input type="radio"/> No
Amie Burcham	88 Parkland Ct. Blanchard ID 83804	Yes	<input type="radio"/> No
Virginia L. (Ker) L.	32955 NW 1/4 Ave, Spirit Lake ID	Yes	<input type="radio"/> No
Darlene Frates	32338 N. 5th Ave Spirit Lake, ID 83869	Yes	<input type="radio"/> No
Carmen Smeerbak	32454 N Priest River Drive Spirit Lake ID 83869	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Don Soltman	542 W. Fairway Lane #12, Rathdrum, ID 83858	Yes	<input type="radio"/> No
Charles Kinsey	Lakeland School Dist 272 15506 N. Washington Rathdrum 83858	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Steve Rober	15344 N Vera St. Rathdrum, ID 83858	Yes	<input type="radio"/> No
Ricky Bowers	61 outback west Rd. 83858	Yes	<input type="radio"/> No
Pauline Baker	1115 E 1st Ln	Yes	<input type="radio"/> No
		Yes	<input type="radio"/> No
		Yes	<input type="radio"/> No

BEFORE THE HEARING OFFICER FOR THE
IDAHO DEPARTMENT OF EDUCATION

In the matter of the petition requesting)	
The annexation of territory from West)	
Bonner County School District No. 83,	)	NOTICE OF HEARING &
	)	PRE HEARING ORDER
)	
To the)	
)	
)	
Lakeland Joint School District No. 272,)	
)	
_____)	

The parties participated in a telephone conference call on the 28th day of January 2008, conducted by the designated Hearing Officer, Edwin L. Litteneker.

Participating were Charles Kinsey, on behalf of the Lakeland Joint School District, Mike McGuire on behalf of the West Bonner County School District and Tonya Reed on behalf of the Petitioners.

The petitioners have presented to the School Board of the West Bonner County School District No. 83 and the Lakeland School District No. 272 a petition to excise territory presently within the West Bonner County School District and annex the territory into the Lakeland School District pursuant to Idaho Code § 33-308.

Based upon discussions with the parties, the following Notice of Hearing & Pre-Hearing Order is entered;

That the Hearing in this matter shall commence on February 21, 2008. The hearing will begin at 6:00 p.m. The Hearing will be held at Spirit Lake Elementary, 32605 N. 5th, Spirit Lake, Idaho 83869.

The hearing will be electronically recorded by the Hearing Officer. If a court reporter is requested the expense shall be born by the party making the request.

The petitioners shall present any appropriate and relevant information for the Hearing Officer's considerations. Such information can be submitted verbally or in a written statement signed by the person making the statement and include the address of the person making the statement.

The School Districts will respond to any of the information presented should the District determine that a response is appropriate.

The Petitioners will make this Notice of Hearing available to the patrons within the area to be excised and annexed.

Individual contact with the Hearing Officer is discouraged. Any matter requiring additional discussion may be scheduled by contacting the Hearing Officer at ed@littenekerlaw.com or by calling the Hearing Officer at 208-746-0344.

DATED this 30 day of January 2008.



Edwin L. Litteneker
Hearing Officer

I DO HEREBY CERTIFY that a true
And correct copy of the foregoing
Document was:

☒ Mailed by regular first class mail,
And deposited in the United States
Post Office

☐ Sent by facsimile.

☐ Sent by Federal Express, overnight
Delivery

☐ Hand delivered

To: Charles Kinsey
Lakeland Joint School District No. 272
P.O. Box 39
Rathdrum, Idaho 83858

Mike McGuire
West Bonner County School District No. 83
P.O. Box 2531
Priest River, Idaho 83856

Tonya Reed
P.O. Box 392
Spirit Lake, Idaho 83869

On this 30 day of January 2008.



Edwin L. Litteneker

BEFORE THE HEARING OFFICER FOR THE
IDAHO DEPARTMENT OF EDUCATION

In the matter of the petition requesting)
The annexation of territory from West)
Bonner County School District No. 83,)
)
To the)
)
)
Lakeland Joint School District # 272,)
)
District.)
_____)

**NOTICE OF SCHEDULING
& STATUS CONFERENCE
BY TELEPHONE**

NOTICE IS HEREBY GIVEN that a scheduling conference will be held via telephone on Monday, January 28, 2008 at 10:00 a.m. for purposes of determining the present status of this matter and for choosing a mutually agreeable date and time for a hearing in this matter.

The Hearing Officer, Edwin L. Litteneker, will initiate the call in this matter to Charles Kinsey at (208) 687-0431, Mike McGuire at (208) 448-4439 ext. 226 and to Tonya Reed at (208) 623-2076.

DATED this 23 day of January 2008.



Edwin L. Litteneker
Hearing Officer

**NOTICE OF SCHEDULING
& STATUS CONFERENCE
BY TELEPHONE**

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

I DO HEREBY CERTIFY that a true
And correct copy of the foregoing
Document was:

☒ Mailed by regular first class mail,
And deposited in the United States
Post Office

☐ Sent by facsimile

☐ Sent by email

☐ Sent by Federal Express, overnight
Delivery

☐ Hand delivered

To: Charles Kinsey
Lakeland Joint School District No. 272
P.O. Box 39
Rathdrum, Idaho 83858

Mike McGuire
West Bonner County School District No. 83
P.O. Box 2531
Priest River, Idaho 83856

Tonya Reed
P.O. Box 392
Spirit Lake, Idaho 83869

On this 23 day of January 2008.



Edwin L. Litteneker

NOTICE OF SCHEDULING
& STATUS CONFERENCE
BY TELEPHONE



LAKELAND JOINT SCHOOL DISTRICT #272
15506 N. Washington Street P.O. Box 39
Rathdrum, Idaho 83858

Phone: 208.687.0431 Fax: 208.687.1884 Web: Lakeland272.org

October 11, 2007

Joan MacMillan
Idaho State Department of Education
P.O. Box 83720
Boise, Idaho 83720-0027

Dear Ms. MacMillan,

At their regular meeting on October 8, 2007, the Lakeland Joint School District Board of Trustees received a petition requesting the excision of territory from West Bonner County School District #83 and the annexation of territory to the Lakeland Joint School District #272. At this time our Board has taken a neutral position on this request and I am forwarding all materials presented to the Board to you. Feel free to contact me if you have questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads 'Charles Kinsey'.

Charles Kinsey,
Superintendent of Schools

C: Mike Rush, Interim Executive Director, Idaho State Board of Education

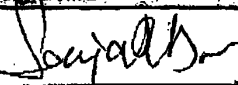

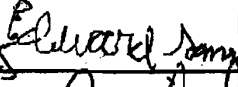
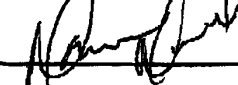
Enc: maps, petitions, legal description, etc. (sent to Joan MacMillan only)

committed to academic excellence ...dedicated to student success

**Petition to Annex sections of Bonner County
residents into Lakeland Joint School District #272**

****Doing What Is Right For The Kids****

Petition Summary and Background	This petition is for the Annexation of two (2) square miles that we are trying to Annex into the Lakeland Joint School District #272. This Petition can only be signed by Bonner County registered voters in 04W, Sections 29, 31, and 32.
Legal Property Description(s)	The legal descriptions of the properties to be annexed and excised from the West Bonner County School District No. 83 to the Lakeland Joint School District No. 272 are as follows: Parcels of land located in the South Half of the South East Quarter of section 31 Township 54 North Range 04 West, Boise Meridian, Bonner County, Idaho and being more particularly described as follows: Commencing at the South Half of the South East corner of Section 31, thence along the South East of the South East of the South West of the South East. Also the East Half of the South West of the South West of the South East. Together with the parcels of land located in the West Half of the West Half of Section 31. Also, together with all of the land located in Section 32, Township 54 North, Range 04 West, Boise Meridian, Bonner County, Idaho. Also, together with, parcels of land located in the South Half of Section 29 Township 54 North, Range 04 West, Boise Meridian, Bonner County, Idaho and being more particularly described as follows: Commencing at the South Half of the North Half of Section 29, together with the South Half of the South Half of the North West of the North West.
Action petitioned for	We the undersigned, are concerned citizens who urge the STATE BOARD of EDUCATION to act now by listening to the People, Hear our concerns for the well being for our children, and send the annexation request to a Vote! Our Children's future depends on it!

	Printed Name	Signature	Address
1	Sonia Dove		144 Walden Ln Spirit Lake 83864
2	Ervin Dove		144 Walden Ln Spirit Lake ID 83864
3	Edward Sam		388 Walden Lane Spirit Lake
4	Joan A. Daniel		388 Walden Lane Spirit Lake

(2)

10/03/2007 12:31 FAX 2087725

LAKE FOREST INTERIOR DES

003

**Petition to Annex sections of Bonner County residents into
Lakeland Joint School District #272**

	Printed Name	Signature	
1	Angie Lehman	Angie Lehman	Po Box 264 SLK
2	David Lehman	David Lehman	Po Box 264 SLK
3	Todd Linder	Todd Linder	P.O. Box 1290
4	SUSAN K BOBINCE	Susan K Bobince	P.O. Box 586, 83869
5	Mike Boland	Mike Boland	P.O. Box 586 83869
6	Mary DeHenne	Mary DeHenne	P.O. Box 464 83869
7	Virginia Lane Mullins	Virginia Lane Mullins	P.O. Box 1288 83869
8	Carol Lane	Carol Lane	P.O. Box 1288 83869
9	Ted Lane	Ted Lane	P.O. Box 1288 83869
10	Gary Donner	Gary Donner	P.O. Box 584 83869
11	John M. Ward	John M. Ward	P.O. Box 579
12	Debra DeBernardi	Debra DeBernardi	P.O. Box 579
13	Tricia Lantz	Tricia Lantz	P.O. Box 1290 SL
14	David DeHenne	David DeHenne	P.O. Box 464 Spirit Lake
15	Judith L. Donner	Judith L. Donner	P.O. Box 584 Spirit Lake, 83869
16	Jack W Kirk	Jack W Kirk	57 Walden Lane, Spirit Lake
17	Ruth Kirk	Ruth Kirk	57 Walden Lane, Spirit Lake
18	Michelle Hicks	Michelle Hicks	191 Walden Ln SL
19	Charles Hicks	Charles Hicks	191 Walden Ln x
20			

no
county
ballot

(3)

03/03/2007 12:31 FAX 2087725

LAKE FOREST INTERIOR DES

004

**Petition to Annex sections of Bonner County
residents into Lakeland Joint School District #272**

****Doing What Is Right For The Kids****

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	Printed Name	Signature	Address
1	Tonya Reed	Tonya Reed	655 Spirit Lake Cutoff
2	Bob Reed	Bob Reed	655 Spirit Lake Cutoff
3	Aminda Gee	Aminda Gee	547 Krupps Rd
4	Doug Krupps	Doug Krupps	547 Krupps Rd

4

**Petition to Annex sections of Bonner County residents into
Lakeland Joint School District #272**

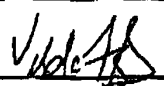
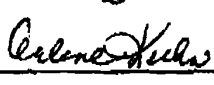
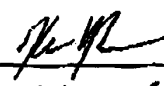
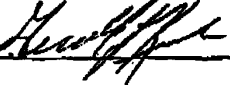
	Printed Name	Signature	Address
1	Paul Gcc	Paul	547 Krupps Rd.
2	MIKE WOOD	Mike Wood	265 Krupps Rd
3	Cathy Briggs	Cathy Briggs	265 Krupps Rd
4	Tom Alapai	Tom Alapai	476 Kohler Rd
5	David Donakel	David Donakel	455 Kohler Rd
6	Deborah Wahl	Deborah Wahl	455 Kohler Rd
7	BLAINE EASTMOND	Blaine Eastmond	36 KRUPPS RD
8	NICOLE N. EASTMOND	Nicole N. Eastmond	36 KRUPPS RD
9	Armenta A.A	Armenta A.A	359 spirit lake cutoff
10	TERRY REED	Terry Reed	359 spirit lake cutoff
11	Frank E. Reed	Frank E. Reed	359 spirit lake
12	Keith Peterson	Keith Peterson	459 spirit lake cutoff
13	Elizabeth A. Hohn	Elizabeth A. Hohn	459 spirit lake cutoff
14	Kristen Peterson	Kristen Peterson	459 spirit lake cutoff
15	Kat Peterson	Kat Peterson	459 spirit lake
16	Christina Peterson	Christina Peterson	459 spirit lake cutoff
17	John Peterson	John Peterson	459 spirit lake cutoff
18	Katherine Alapai	Katherine Alapai	476 Kohler Road
19	GREG DANSTROM	Greg Danstrom	551 SPIRIT LAKE CUTOFF RD.
20	Ernie Danstrom	Ernie Danstrom	551 SPIRIT LAKE CUTOFF ROAD

5

**Petition to Annex sections of Bonner County
residents into Lakeland Joint School District #272**

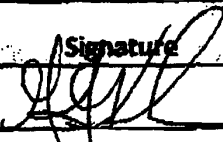
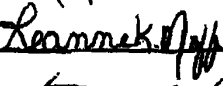
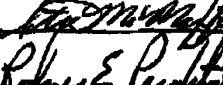
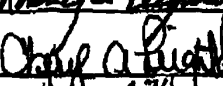
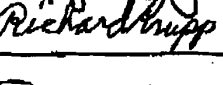

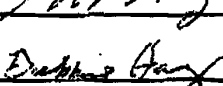
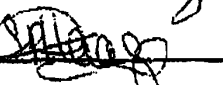
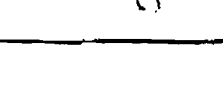

****Doing What Is Right For The Kids****

Petition Summary and Background	This petition is for the Annexation of two (2) square miles that we are trying to Annex into the Lakeland Joint School District #272. This Petition can only be signed by Bonner County registered voters in 04W/ Sections 29, 31, and 32.
Legal Property Description(s)	The legal descriptions of the properties to be annexed and excised from the West Bonner County School District No. 83 to the Lakeland Joint School District No. 272 are as follows: Parcels of land located in the South Half of the South East Quarter of section 31 Township 54 North Range 04 West, Boise Meridian, Bonner County, Idaho and being more particularly described as follows: Commencing at the South Half of the South East corner of Section 31, thence along the South East of the South East of the South West of the South East. Also the East Half of the South West of the South West of the South East. Together with the parcels of land located in the West Half of the West Half of Section 31. Also, together with all of the land located in Section 32, Township 54 North, Range 04 West, Boise Meridian, Bonner County, Idaho. Also, together with, parcels of land located in the South Half of Section 29 Township 54 North, Range 04 West, Boise Meridian, Bonner County, Idaho and being more particularly described as follows: Commencing at the South Half of the North Half of Section 29, together with the South Half of the South Half of the North West of the North West.
Action petitioned for	We the undersigned, are concerned citizens who urge the STATE BOARD of EDUCATION to act now by listening to the People, Hear our concerns for the well being for our children, and send the annexation request to a Vote! Our Children's future depends on it!

	Printed Name	Signature	Address
1	Velda Kuhn		887 KRUPPS RD SPIRIT LAKE ID 83869
2	ARLENE Kuhn		833 KRUPPS RD SPIRIT LAKE ID 83869
3	KEVIN Kuhn		835 KRUPPS RD SPIRIT LAKE ID 83869
4	GERALD Kuhn		833 KRUPPS RD SPIRIT LAKE ID 83869

6

**Petition to Annex sections of Bonner County residents into
Lakeland Joint School District #272**

	Printed Name	Signature	Address
1	Gerald Kuhn		887 Krupp Rd Spirit Lake, ID 83869
2	Leanne K. Moffitt		160 MOONSTAR LN. Spirit Lake, ID 83869
3	Steven K. Moffitt		160 MOONSTAR LN. SPIRIT LAKE ID
4	Robey E. Pugh		824 KRUPP RD. SPIRIT LAKE, ID 83869
5	Cheryl A. Pugh		824 Krupp Rd Spirit Lake ID 83869
6	Richard Krupp		880 KRUPP RD. SPIRIT LAKE ID 83869
7	Rob A. Pugh		764 Krupp Rd Spirit Lake ID 83869
8	Jeff D Haag		955 Krupp Rd. SPIRIT LAKE ID 83869
9	Dabbie Haag		935 Krupp Rd SPIRIT LAKE ID 83869
10	Shawonda Haag		980 Krupp Rd SPIRIT LAKE ID 83869
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7

STATE DEPARTMENT OF EDUCATION
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This is to find out how many kids will be attending Lakeland School
District through the annexation.

DO NOT PUT CHILDS NAME ON THIS FORM!

Number of Kids	Current Grades of each child	What school do they attend?
(EXAMPLE) 2	5th, 7th	Spirit Lake Elem. & Timberlake
3	1st 5th, 6th	Spirit Lake Elem.
4	1st 4th, 7th 9th	SLE, TJA, TSHS (Community High)
4	5th, 6th, 1st	POV (Private) Wilkey Christian
2	5th & 7th	SLE, TJA
1	9th	TSHS
2	9th + 1st	TSHS, SLE
2	2nd grade + 9th	Old town elem.
2	2 yrs + 10 mos	no school yet
1	9th grade	Lake city High
2	5th + 7th	SLE, TLJR High
1	7th	TLJR HIGH
2	5th + 8th	Rathdrum Elem. & Lakeland Jr High
Totals =	Lakeland S.D.	= 18
	Priest River S.D.	= 4
	Non school age	= 3
	Private or other	= 5
		Total 30 children

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USE YOUR VOICE TO HELP OUR CHILDREN GET ANNEXED INTO LAKELAND SCHOOL DISTRICT # 272

This petition is to annex in Spirit Lake Cutoff and surrounding areas from the West Bonner School District # 83 to the Lakeland School District #272.

This petition can ONLY be signed by Bonner County Registered Voters in Certain sections of OPR that we are trying to annex into the Lakeland School District. If you are uncertain if this applies to you, please call Tonya Reed at (208) 623-2076, for any other questions that you might have regarding this issue.

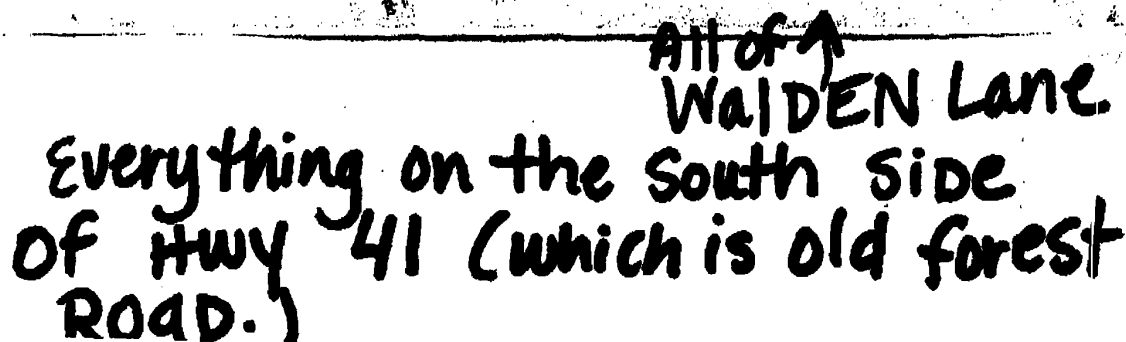
We feel it is in the best interest of our Children of the Spirit Lake Cutoff area to be able to join the Lakeland School District, due to the long bus rides, the after school sports and other programs that the children are not able to attend, or be part of. Please help us by signing this petition, then by being present to vote when the school districts set up the election.

Your phone number or e-mail will be used at a later date ONLY to contact you to inform you about the time and date of the election. Your vote is desperately needed and greatly appreciated to ensure that this annexation will get passed. This information will be kept confidential, and not be used for any other purpose.

Thank you for your time and interest in Our Children's Future.

9

002



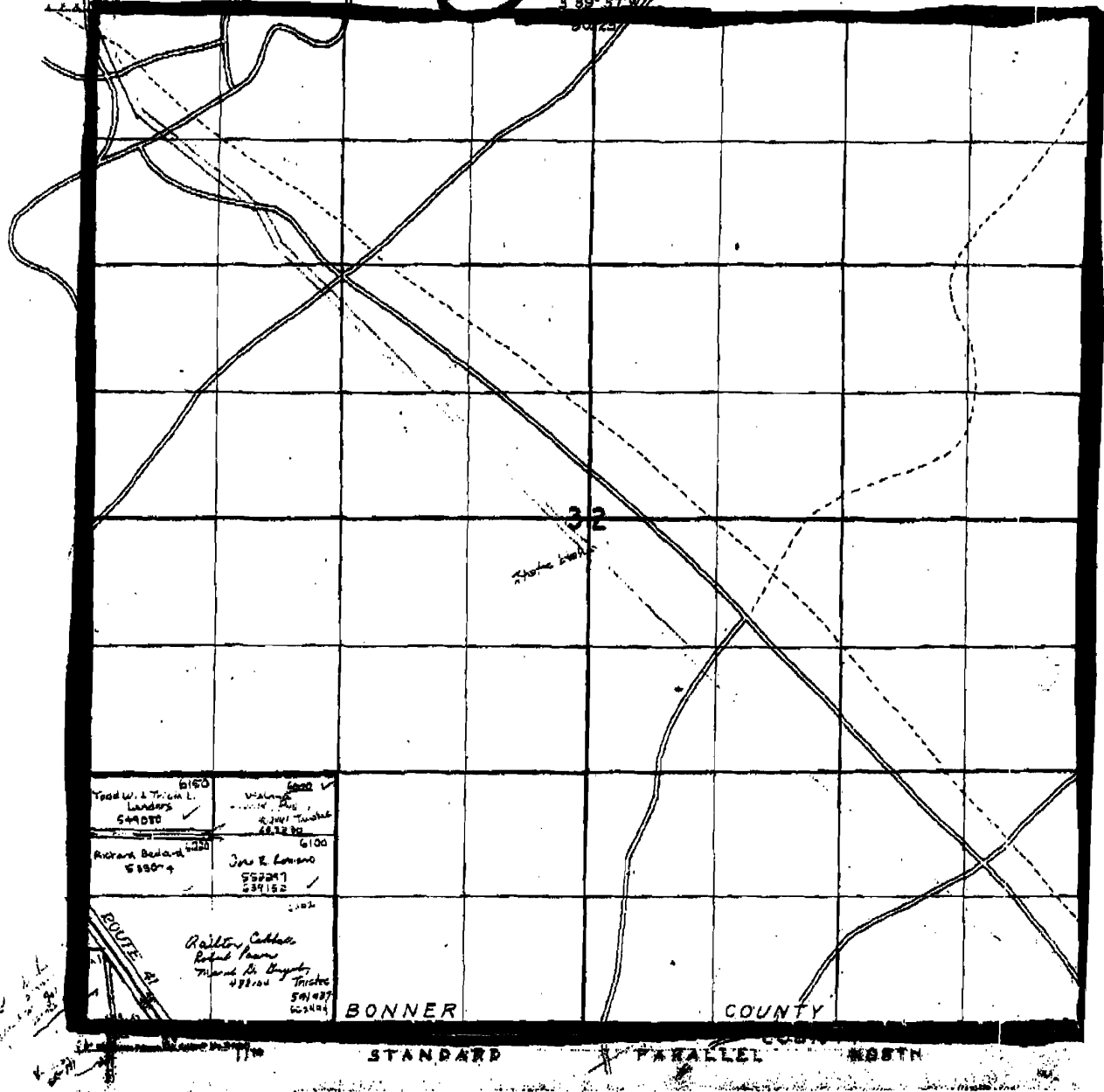
APRIL 17-18, 2008

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LAKE FOREST INTERIOR DE

004

TOWNSHIP No. 54, NORTH, RANGE No. 4, WEST, BOISE MERIDIAN, IDAHO

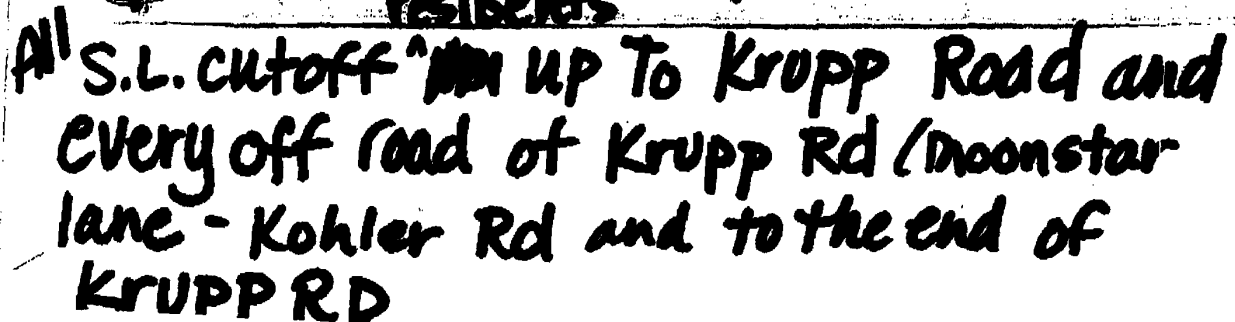
SECTION No. C-82 SUBDIVISION 80-87-10

All of Sect 32

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003

SECTION No. 29, SUBDIVISION



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**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

**TITLE 33
EDUCATION
CHAPTER 3
SCHOOL DISTRICTS**

33-308. EXCISION AND ANNEXATION OF TERRITORY. (1) A board of trustees of any school district including a specially chartered school district, or one-fourth (1/4) or more of the school district electors, residing in an area of not more than fifty (50) square miles within which there is no schoolhouse or facility necessary for the operation of a school district, may petition in writing proposing the annexation of the area to another and contiguous school district.

(2) Such petition shall be in duplicate, one (1) copy of which shall be presented to the board of trustees of the district from which the area is proposed to be excised, and the other to the board of trustees of the district to which the area is proposed to be annexed. The petition shall contain:

- (a) The names and addresses of the petitioners;
- (b) A legal description of the area proposed to be excised from one district and annexed to another contiguous district;
- (c) Maps showing the boundaries of the districts as they presently appear and as they would appear should the excision and annexation be approved;
- (d) The names of the school districts from and to which the area is proposed to be excised, and annexed;
- (e) A description of reasons for which the petition is being submitted; and
- (f) An estimate of the number of children residing in the area described in the petition.

(3) The board of trustees of each school district, no later than ten (10) days after its first regular meeting held subsequent to receipt of the petition, shall transmit the petition, with recommendations, to the state board of education.

(4) The state board of education shall approve the proposal provided:

(a) The excision and annexation is in the best interests of the children residing in the area described in the petition; and

(b) The excision of the territory, as proposed, would not leave a school district with a bonded debt in excess of the limit then prescribed by law.

If either condition is not met, the state board shall disapprove the proposal.

The approval or disapproval shall be expressed in writing to the board of trustees of each school district named in the petition.

(5) If the state board of education shall approve the proposal, it shall be submitted to the school district electors residing in the area described in the petition, at an election held in the manner provided in chapter 4, title 33, Idaho Code. Such election shall be held within sixty (60) days after the state board approves the proposal.

(6) At the election there shall be submitted to the electors having the qualifications of electors in a school district bond election and residing in the area proposed to be annexed:

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(a) The question of whether the area described in the petition shall be excised from school district no. () and annexed to contiguous school district no. (); and

(b) The question of assumption of the appropriate proportion of any bonded debt, and the interest thereon, of the proposed annexing school district.

(7) If a majority of the school district electors in the area described in the petition, voting in the election, shall vote in favor of the proposal to excise and annex the said area, and if in the area the electors voting on the question of the assumption of bonded debt and interest have approved such assumption by the proportion of votes cast as is required by section 3, article VIII, of the constitution of the state of Idaho, the proposal shall carry and be approved. Otherwise, it shall fail.

(8) If the proposal shall be approved by the electors in the manner prescribed, the state board of education shall make an appropriate order for the boundaries of the affected school districts to be altered; and the legal descriptions of the school districts shall be corrected as prescribed in section 33-307(2), Idaho Code.

*IDAHO ADMINISTRATIVE CODE
State Board of Education Rules*

*IDAPA 08.02.01
Rules Governing Administration*

050.ALTERING SCHOOL DISTRICT BOUNDARIES.

The State Board of Education sets forth the following rules to govern the application and hearing procedures for alteration of school boundaries pursuant to Section 33-308, Idaho Code. A written application from the person or persons requesting alteration of school district boundaries, including the reasons for making the request, will be submitted to the State Board of Education. The application shall also contain that information as required by Section 33-308, Idaho Code: (7-1-99)

01. Written Statement of Support. A written statement supporting or opposing the proposed alteration will be prepared by each board of trustees no later than ten (10) days following its first regular meeting held following receipt of the written application prepared by the person or persons requesting the alteration. Such request and supporting materials shall be forwarded to the Superintendent of Public Instruction. (7-1-99)

02. Review of Request. The Superintendent of Public Instruction shall appoint a hearing officer in accordance with State Board of Education Governing Policies and Procedures to review the proposed alteration of boundaries. (7-1-99)

03. Criteria for Review of Request. The hearing officer shall review the proposed alteration of boundaries taking into account the following criteria: (7-1-99)

a. Will the alteration as proposed leave a school district with a bonded debt in excess of the limit proscribed by law; (7-1-99)

b. Is the proposed alteration in the best interests of the children residing in the area described in the petition. In determining the best interests of the children the hearing officer shall consider all relevant factors which may include: (7-1-99)

i. The safety and distance of the children from the applicable schools; (7-1-99)

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- ii. The views of the interested parties as these views pertain to the interests of the children residing in the petition area; (7-1-99)
- iii. The adjustment of the children to their home and neighborhood environment; and (7-1-99)
- iv. The suitability of the school(s) and school district which is gaining students in terms of capacity and community support. (7-1-99)

04. Market Value. The market value, for tax purposes, of the two (2) districts prior to the requested transfer and of the area proposed to be transferred will be provided. (7-1-99)

05. Decision by State Board Education. The recommendation from the hearing on the matter shall be forwarded to the State Board of Education for decision in accordance with the Board's Governing Policies and Procedures. (7-1-99)

06. Additional Information. The applicant may submit any additional information which is deemed to be appropriate in assisting the State Board of Education to make the decision. (4-1-97)

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STATE DEPARTMENT OF EDUCATION
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SUBJECT

Review of Proposed High School Math Content Standards

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1612, Idaho Code

REFERENCE

08/9/06

M/S (Hall/Howard): To approve the Proposed Rules Governing Thoroughness – High School Graduation Requirements, as set forth in proposal 4 (c). Amended M/S (Hall/Howard): To approve the Proposed Rules Governing Thoroughness – High School Graduation Requirements, as set forth in proposal 4 (c). And, to amend the motion to include the change in the language related to the math requirement to say, “Algebra I or a class that meets Algebra I standards, Geometry or a class that meets Geometry standards and Algebra II or a class that meets Algebra II standards as approved by the State Department of Education”. Motion carried unanimously.

11/1/06

M/S (Howard/Thilo): To approve the request of the State Department of Education to approve the Idaho Content Standards and the Idaho Alternative Achievement Standards as documented to be incorporated by reference into rule. Roll call vote taken; motion carried unanimously.

BACKGROUND

The Idaho State Board of Education adopted additional math and science graduation requirements that include two credits of Algebra I, two credits of Geometry and two additional math credits taken in a student’s senior year of high school. The current Idaho math standards reflect general standards for ninth and tenth grade math but do not reflect standards for the additional courses required for the graduating class of 2013. Teachers from most of Idaho’s school districts participated in writing standards for Algebra I, Geometry, Algebra II, Math Analysis of Personal Finance, Technical Math, Pre-calculus, AP Calculus and AP Statistics in order to meet the needs of Idaho students and school districts to address the additional requirements.

DISCUSSION

Math textbooks, curriculum and materials will be adopted in the summer of 2008 for 2008-2014 so standards for the new courses will need to be approved by the Board to ensure that school districts are prepared to meet the new requirements. In addition, districts that have increased requirements for current standards need state standards for Algebra I and beyond to align their courses.

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IMPACT

Curricular materials will be selected this summer based on content standards. These new standards will provide an important resource for the Idaho Board of Education, State Department of Education and local school districts in meeting the new math requirements.

ATTACHMENTS

Attachment 1 – Algebra I	Page 3
Attachment 2 – Geometry Standards	Page 11
Attachment 3 – Algebra II	Page 17
Attachment 4 – Math Analysis of Personal Finance	Page 23
Attachment 5 – Technical Math	Page 29
Attachment 6 – Pre-Calculus	Page 37
Attachment 7 – AP Calculus	Page 41
Attachment 8 – AP Statistics	Page 43
Attachment 9 – Temporary and Proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness	Page 45

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

Motion to approve the Idaho Mathematics Course Standards for Secondary Mathematics courses to be incorporated by reference into rule.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Motion to approve the temporary and proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness, to incorporate the Idaho Content Standards for Secondary Mathematics.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**IDAHO CONTENT STANDARDS
ALGEBRA I
MATHEMATICS**

Students are expected to know content and apply skills from the K-8 standards.

Mathematical reasoning and problem solving processes will be incorporated throughout all mathematics standards. Students will demonstrate knowledge and communicate mathematical thinking through words, numbers, symbols, charts, graphs, tables, diagrams, and models.

Maintenance Concepts should have been taught previously and are important foundational concepts that will be applied in this course. Continued facility with and understanding of the Maintenance Concepts is essential for success in the objectives for this course.

Objectives provide the focus for this course. They will be taught using a variety of methods and applications so that students attain a deep understanding of these concepts and are able to apply them to solve real-world problems.

Skill Statements provide clarity and direction to achieve each objective. Students need to demonstrate proficiency in these skills upon completion of this course.

The appropriate use of technological tools is encouraged to assist students in the formation and testing of conjectures, creating graphs and data displays, and determining and assessing lines of best fit for data.

Standard 1: Number and Operation

Maintenance Concepts for Standard 1

- Compare, order, describe, and classify rational numbers to include integers, fractions, decimals, and absolute values.
- Add, subtract, multiply, and divide rational numbers.
- Read, write, and represent rational numbers.
- Convert between standard and scientific notation and evaluate numerical expressions with whole number exponents.
- Apply number theory concepts to include primes, composites, prime factorizations, least common multiples, and greatest common factors.
- Evaluate numerical expressions using order of operations.
- Estimate to predict computation results.
- Understand the meanings and effects of operations with fractions, decimals, and integers.

Goal 1.1: Understand numbers, ways of representing numbers, relationships among numbers, and number systems.

Objective(s): By the end of Algebra I, the student will be able to:

- AI.1.1.1 Demonstrate meanings for real numbers, absolute value, integer exponents, and square roots.
- AI.1.1.2 Demonstrate how the properties of real numbers apply to rational numbers.

Goal 1.2: Understand meanings of operations and how they relate to one another.

Objective(s): By the end of Algebra I, the student will be able to:

- AI.1.2.1 Judge the effects of multiplication, division, addition, subtraction, exponents, and square roots on the magnitudes of quantities.

Goal 1.3: Compute fluently and make reasonable estimates.

Objective(s): By the end of Algebra I, the student will be able to:

- AI.1.3.1 Perform computations with exponents, radicals, and scientific notation.
- AI.1.3.2 Apply number sense to every day situations and judge reasonableness of solutions.
- AI.1.3.3 Use the properties of real numbers to simplify expressions.

Skills Statements

The student will be able to:

1. Classify real numbers as rational or irrational.
2. Distinguish between exact and approximate values of irrational numbers.
3. Locate the position of a number on the number line and know its distance from the origin is its absolute value.
4. Approximate the location of an irrational number on a number line.
5. Demonstrate the meanings of terms with exponents which are integers.
6. Use order of operations and the properties of real numbers to simplify expressions (commutative, associative, distributive, inverse, identity, multiplicative property of zero).
7. Use appropriate methods to estimate answers and know if they are reasonable.
8. Select a suitable method of computing from mental mathematics, paper and pencil, calculators, or computers.
9. Demonstrate that squaring and taking the square root are inverse operations.
10. Estimate square roots between consecutive integers.
11. Simplify square roots containing radicands which are not perfect numbers.
12. Add, subtract, and multiply square roots.
13. Multiply and divide numbers in scientific notation.
14. Use the properties of exponents to add, subtract, and multiply polynomials, and to divide a polynomial by a monomial.
15. Factor polynomials using greatest common factor.
16. Factor quadratic expressions where the leading coefficient is 1 or -1.

Suggested vocabulary

Absolute value, base, power, exponent, radical, radicand, rationalize, distributive property, evaluate, irrational number, perfect squares and cubes, principal square root, properties of the real number system, real number system, square root, squaring, monomial, binomial, trinomial, polynomial, coefficient, leading coefficient, like terms, factor (noun and verb), FOIL, simplest form, term, constant, degree of polynomial, degree of a term.

Standard 2: Concepts and Principles of Measurement

Maintenance Concepts for Standard 2

- Understand both metric and customary systems of measurement.
- Understand relationships among units and convert from one unit to another in the same system and between systems.
- Understand, select, and use units of appropriate size and type to measure angles, perimeter, area, surface area, and volume.
- Use appropriate methods and units to estimate measurements.
- Select and apply techniques and tools to accurately find length, area, volume, and angle measures to appropriate levels of precision.
- Select and use formulas to determine the circumference and area of circles, perimeters and areas of triangles and quadrilaterals.
- Develop strategies to determine the areas of irregular shapes.
- Solve problems involving scale factors, rates, ratios, and proportions.

Goal 2.1: Understand measurable attributes of objects and the units, systems, and processes of measurement.

Objective(s): By the end of Algebra I, the student will be able to:

AI.2.1.1 Make decisions about units and scales that are appropriate for a given problem.

Goal 2.2: Apply appropriate techniques, tools, and formulas to determine measurements.

Objective(s): By the end of Algebra I, the student will be able to:

AI.2.2.1 Convert rates using dimensional analysis.

Skills Statements

The student will be able to:

1. Appropriately scale a graph for a given situation.
2. Use dimensional analysis to convert rates between customary and metric systems; i.e. miles per hour to meters per second.

Suggested vocabulary
Dimensional analysis, unit rate, scaling, intervals.

Standard 3: Concepts and Language of Algebra and Functions

Maintenance Concepts for Standard 3

- Represent, analyze, and generalize a variety of patterns with tables, graphs, words, and, when possible, symbolic rules.
- Relate and compare different forms of representation for a relationship.
- Demonstrate an initial conceptual understanding of different uses of variables.
- Determine solutions for one- and two-step equations.
- Recognize and generate equivalent forms for simple algebraic expressions.
- Model and solve contextualized problems using various representations such as graphs, tables, and equations.
- Identify attributes of the Cartesian coordinate system, such as quadrants, origin, and axes.

Goal 3.1: Understand patterns, relations, and functions.

Objective(s): By the end of Algebra I, the student will be able to:

- AI.3.1.1 Represent linear patterns and functional relationships in a table and as a graph.
- AI.3.1.2 Describe the graph of a linear function and discuss its appearance in terms of the basic concepts of intercepts and slope.
- AI.3.1.3 Describe the graph of a quadratic equation as a parabola which opens up or down.

Goal 3.2: Represent and analyze mathematical situations and structures using algebraic symbols.

Objective(s): By the end of Algebra I, the student will be able to:

- AI.3.2.1 Determine the equation for a line, solve linear equations and inequalities.
- AI.3.2.2 Solve and describe linear systems of equations and inequalities using numbers, symbols, and graphs.
- AI.3.2.4 Solve quadratic equations which have roots that are integers.

Goal 3.3: Use mathematical models to represent and understand quantitative relationships.

Objective(s): By the end of Algebra I, the student will be able to:

- AI.3.3.1 Draw reasonable conclusions about a situation being modeled.
- AI.3.3.2 Develop proportional relationships to solve problems.

Goal 3.4: Analyze change in various contexts.

Objective(s): By the end of Algebra I, the student will be able to:

AI.3.4.1 Interpret changes to the parent function $y = x$.

Skills Statements

The student will be able to:

1. Solve problems using proportions.
2. Determine percent of increase and decrease to solve problems.
3. Write equations and inequalities to represent data.
4. Solve multi-step linear equations and inequalities.
5. Solve one-variable compound inequalities.
6. Solve one-variable absolute value equations and inequalities.
7. Model real-world events using linear systems with no more than two variables.
8. Solve linear systems of equations and inequalities involving two variables using multiple strategies.
9. Solve quadratic equations by factoring.
10. Relate the factors of a quadratic equation to the solutions of the equation $(x-r)(x-s)=0$, $(x=r \text{ and } x=s)$ and to the points $((r,0)$ and $(s,0))$ where the graph of the function crosses the x -axis.
11. Determine whether a relation is a function given graphs, charts, ordered pairs, mappings, or equations.
12. Define and interpret relations and functions numerically, graphically, and algebraically.
13. Use patterns of change in function tables to develop the concept of rate of change.
14. Identify domain and range for given graphs, charts, ordered pairs, and mappings.
15. Evaluate functions written in function notation.
16. Given one or more of the following:
 - a. the graph of a line
 - b. written description of a situation that can be modeled by a linear function
 - c. two or more collinear points
 - d. a point and slope,then the student will do one or more of the following:
 - a. write the equation or inequality in slope-intercept, point-slope, and standard form.
 - b. graph the resulting equation or inequality
 - c. interpret the solution in light of the context
 - d. evaluate the equation or inequality for a given value
 - e. create a table of values
 - f. find and interpret the slope (rate of change) and intercepts in relation to the context.
17. Compare and contrast the graphs of $x=k$, $y=k$, $y=kx$ and $y=kx+b$ where k and b are rational numbers.
18. Identify $y=ax^2+bx+c$ as a quadratic function where a , b , and c are constants with $a=1$ or $a=-1$.
19. Identify the graph of a quadratic function as a parabola that opens up when $a=1$ and down when $a=-1$, and relate c to where the graph of the function crosses the y -axis.

Suggested vocabulary

compound inequality, direct variation, inverse variation, domain, range, function, equation, function notation ($f(x)$), half-plane, inequality, intersecting lines, linear, parabola, roots, zeros, parallel, perpendicular, percent of increase and decrease, point-slope form, proportion, quadratic equation in standard form, rate of change, relation, slope, slope-intercept form, solution, standard form, system of linear equations, x-intercept, y-intercept, zero product property, addition and multiplication properties of equality.

Standard 4: Concepts and Principles of Geometry

No objectives at this course level.

Standard 5: Data Analysis, Probability, and Statistics

Rather than looking at statistics and algebra as separate entities, these concepts will be interwoven throughout the course. The study of graphs and functions will be conducted in conjunction with real data sets to further develop the natural link between statistics and algebra.

Maintenance Concepts for Standard 5

- Analyze and interpret tables, charts, and graphs including frequency tables, scatter plots, broken line graphs, line plots, bar graphs, histograms, circle graphs, and stem-and-leaf plots.
- Explain and justify conclusions drawn from tables, charts, and graphs.
- Collect, organize, and display data with appropriate notation in tables, charts, and graphs, including scatter plots, broken line graphs, line plots, bar graphs, histograms, and stem-and-leaf plots.
- Choose and calculate the appropriate measure of central tendency—mean, median, and mode.
- Explain the significance of distribution of data, including range, frequency, gaps, and clusters.
- Model situations of probability using simulations.
- Recognize equally likely outcomes.
- Explain that probability ranges from 0% to 100% and identify a situation as having high or low probability.
- Make predictions based on experimental and theoretical probabilities.
- Conduct statistical experiments and interpret results using tables, charts, or graphs.
- Use proportionality and the basic understanding of probability to make and test conjectures about the results of experiments and simulations

Goal 5.1: Collect, organize, and display data using a variety of formats.

No objectives at this course level.

Goal 5.2: Select and use appropriate statistical methods to analyze data.

Objective(s): By the end of Algebra I, the student will be able to:

- AI.5.2.1 Make predictions and draw conclusions based on measures of central tendency.
- AI.5.2.2 Make predictions using linear relations, scatter plots, trend lines, charts, and tables.

Goal 5.3: Develop and evaluate inferences and predictions that are based on data.

No objectives at this course level.

Goal 5.4: Understand basic concepts of probability.

No objectives at this course level.

Skills Statements

The student will be able to:

1. Find missing data when given an expected mean.
2. Graph scatter plots, sketch line of best fit, and identify positive and negative correlations.
3. Write the equation of the line of best fit.
4. Make correct decisions relating to statistical data.
5. Predict how changes in data (such as inclusion/exclusion of additional data or outliers) will affect measures of central tendency and line of best fit.

Suggested vocabulary

Line of best fit, positive and negative correlation.
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**IDAHO MATHEMATICS
GEOMETRY
CONTENT STANDARDS**

Students are expected to know content and apply skills from Algebra I and prior math courses.

Mathematical reasoning and problem solving processes will be incorporated throughout all mathematics standards. Students will demonstrate knowledge and communicate mathematical thinking through words, numbers, symbols, charts, graphs, tables, diagrams, and models.

Maintenance Concepts should have been taught previously and are important foundational concepts that will be applied in this course. Continued facility with and understanding of the Maintenance Concepts is essential for success in the objectives for this course.

Objectives provide the focus for this course. They will be taught using a variety of methods and applications so that students attain a deep understanding of these concepts and are able to apply them to solve real-world problems.

Skill Statements provide clarity and direction to achieve each objective. Students need to demonstrate proficiency in these skills upon completion of this course.

The appropriate use of technological tools is encouraged to assist students in solving problems and the formation and testing of conjectures.

Standard 1: Number and Operation

Maintenance Concepts for Standard 1

- Use ratios, including π , and proportions to solve problems.
- Classify real numbers as rational or irrational.
- Distinguish between exact and approximate values of irrational numbers.
- Approximate the location of an irrational number on a number line.
- Use appropriate methods to estimate answers and know if they are reasonable.
- Select a suitable method of computing from mental mathematics, paper and pencil, calculators, or computers.
- Simplify radicals containing radicands which are not perfect numbers.
- Find exact and approximate values for radicals.

Goal 1.1: Understand numbers, ways of representing numbers, relationships among numbers, and number system.

Objective(s): By the end of Geometry, the student will be able to:

- G.1.1.1 Compare and contrast the properties of numbers and number systems within the real number system to include rational and irrational numbers.

Goal 1.2: Understand meanings of operations and how they relate to one another.

No objectives at this course level.

Goal 1.3: Compute fluently and make reasonable estimates.

Objective(s): By the end of Geometry, the student will be able to:

G.1.3.1 Judge the reasonableness of numerical computations and their results.

Skill Statements

The student will be able to:

1. Define and explain the meaning of π as the ratio of the circumference of a circle to its diameter.
2. Recognize π as an irrational number.
3. Use 3.14 and/or $\frac{22}{7}$ as an approximation for π .
4. Use appropriate methods to estimate answers and know if they are reasonable.

<u>Suggested vocabulary and symbols</u>

π , radical, irrational

Standard 2: Concepts and Principles of Measurement

Maintenance Concepts for Standard 2

- Understand both metric and customary systems of measurement.
- Understand relationships among units and convert from one unit to another.
- Understand, select, and use units of appropriate size and type to measure angles, perimeter, area, surface area, and volume.
- Use appropriate methods and units to estimate measurements.
- Select and apply techniques and tools to accurately find length, area, volume, and angle measures to appropriate levels of precision.
- Select and use formulas to determine the circumference and area of circles, perimeters and areas of triangles and quadrilaterals.
- Develop strategies to determine the areas of irregular shapes.
- Solve problems involving scale factors, rates, ratios, and proportions.

Goal 2.1: Understand measurable attributes of objects and the units, systems, and processes of measurement.

Objective(s): By the end of Geometry, the student will be able to:

G.2.1.1 Make decisions about units that are appropriate for problems involving measurement.

Goal 2.2: Apply appropriate techniques, tools, and formulas to determine measurements.

Objective(s): By the end of Geometry, the student will be able to:

G.2.2.1 Understand and use formulas to calculate the perimeter, circumference, area, surface area, and volume of geometric figures.

Skill Statements

The student will be able to:

1. Determine appropriate units for distance, angle measure, area and volume.
2. Determine the circumference, area, and area of a sector of a circle.
3. Determine the perimeter and area of triangles, parallelograms, and other regular polygon.
4. Determine the surface area and volume of prisms, cylinders, pyramids, cones and spheres.

Suggested vocabulary and symbols

Apothem, base of a polygon, cone, circumference, cylinder, diameter, face, lateral area, prism, pyramid, regular polygon, radii, semicircle, sphere

Standard 3: Concepts and Language of Algebra and Functions

No specific objectives at this course level; however, the following skills should be maintained.

Maintenance Concepts for Standard 3

- Define and interpret relations and functions numerically, graphically, and algebraically.
- Write equations and inequalities to represent data.
- Solve multi-step linear equations and inequalities.
- Add, subtract, and multiply polynomials.
- Divide a polynomial by a monomial.
- Factor polynomials including using greatest common factor.
- Write the equation or inequality in slope-intercept, point-slope, and standard form.
- Graph linear equations.

- Interpret the solution in light of the context.
- Evaluate the equation or inequality for a given value.
- Create a table of values.
- Find and interpret the slope (rate of change) and intercepts in relation to the context.
- Solve linear systems of equations and inequalities involving two variables using multiple strategies.

Standard 4: Concepts and Principles of Geometry

Maintenance Concepts for Standard 4

- Know and apply algebraic properties (commutative, associative, distributive, inverse, identity, multiplicative property of zero, properties of equality).
- Develop proportional relationships to solve problems.
- Describe and classify relationships among types of one-, two-, and three-dimensional geometric figures using their defining properties.
- Draw and measure various angles and shapes using appropriate tools.

Goal 4.1 Analyze characteristics and properties of two- and three-dimensional geometric shapes and develop mathematical arguments about geometric relationships.

Objective(s): By the end of Geometry, the student will be able to:

- G.4.1.1 Analyze properties and determine attributes of two- and three-dimensional objects.
- G.4.1.2 Explore congruence and similarity among classes of two dimensional objects and solve problems involving them.
- G.4.1.3 Establish the validity of geometric conjecture using inductive and deductive reasoning.
- G.4.1.4 Apply trigonometric relationships to determine lengths and angle measures.

Goal 4.2 Specify locations and describe spatial relationships using coordinate geometry and other representational systems.

Objective(s): By the end of Geometry, the student will be able to:

- G.4.2.1 Use Cartesian coordinates to analyze geometric situations.
- G.4.2.2 Solve problems involving two dimensional objects represented with Cartesian coordinates.

Goal 4.3: Apply transformations and use symmetry to analyze mathematical situations.

Objective(s): By the end of Geometry, the student will be able to:

- G.4.3.1 Understand and represent translations, reflections, dilations, and rotations of objects in the plane.

Goal 4.4: Use visualization, spatial reasoning, and geometric models to solve problems.

Objective(s): By the end of Geometry, the student will be able to:

- G.4.4.1 Draw and construct representations of two dimensional geometric objects using a variety of tools.

Skill Statements:

The students will be able to:

1. Understand and apply the Pythagorean Theorem for problem solving.
2. Construct logical arguments, form conjectures, judge their validity, and give counterexamples to disprove statements.
3. Use inductive and deductive reasoning.
4. Apply the fundamental concepts, properties, and relationships among points, lines, rays, planes, and angles.
5. Use accepted geometric notation for lines, planes, segments, rays, angles, similarity and congruence.
6. Identify and determine relationships in adjacent, complementary, supplementary, vertical angles, and linear pairs.
7. Identify and use the special angle pairs formed by parallel lines and a transversal.
8. Formally and informally prove lines are parallel using special angle pair theorems.
9. Understand and apply slope as it pertains to parallel and perpendicular lines.
10. Write equations of parallel and perpendicular lines.
11. Graph parallel and perpendicular lines given their equations.
12. Identify and apply congruency and similarity in two-dimensional figures.
13. Formally and informally prove triangles are congruent using SSS, SAS, ASA and AAS.
14. Identify the scale factor between two similar figures and use it to find missing lengths.
15. Identify and draw the median, altitude, angle bisector, and perpendicular bisector of a triangle.
16. Use transformational geometry to rotate, translate, dilate, and reflect two-dimensional figures.
17. Identify sine, cosine and tangent ratios in right triangles and use them to model real-world problems.
18. Identify the parts of a circle including radius, diameter, major/minor arcs, chords, secants and tangents.
19. Classify angles by their measure (acute, right, obtuse, straight).
20. Classify triangles by side and angle (acute, right, obtuse, scalene, isosceles, equilateral, equiangular).
21. Determine the midpoint of a segment in the coordinate plane.
22. Classify quadrilaterals by their attributes (parallelograms, rectangles, rhombi, squares).
23. Classify polygons by side and concavity.

24. Identify and apply special right triangle relationships (30-60-90 and 45-45-90) to determine the lengths of the sides of a triangle.
25. Apply sine, cosine, and tangent ratios to find missing measurements of right triangles.
26. Apply the segment addition postulate to determine lengths of segments.
27. Apply the angle addition postulate to determine the measures of angles.
28. Determine the measures of angles in relationship to adjacent, complementary, supplementary, vertical angles, linear pairs, and the special angle pairs formed by parallel lines and a transversal.
29. Determine the length of a segment given the distance formula.
30. Determine the length and measure of arcs of a circle.
31. Determine the lengths of segments and measure of angles formed by radii, chords, secants, and tangents of circles.
32. Determine the measures of inscribed and central angles and their corresponding intercept arcs.
33. Determine the sums of the interior and exterior angles of a polygon.
34. Determine the measure of each interior and exterior angle of a regular polygon.
35. Solve problems involving geometric mean.

Suggested vocabulary and symbols

acute triangle, adjacent angles, adjacent sides, alternate interior, alternate exterior angles, altitude, angle bisector, angle of elevation, angle of depression, arc length, axioms, postulates, base angles of an isosceles triangle, base angles of an isosceles trapezoid, triangle, bisect, center of a circle, central angle, chord, collinear, common tangent, compass, complementary angles, concave polygon, concentric circles, conclusion, hypothesis, conditional statement, congruent, conjecture, consecutive interior angles or same side interior angles, construction, convex polygon, coplanar, corollary, corresponding angles, cosine, sine, tangent, diagonal, dilation, distance formula, edge, end points, equiangular, equilateral, exterior angle, interior angle, geometric mean, hemisphere, hypotenuse, image, inductive and deductive reasoning, inscribed angle, inscribed polygon, intercepted arc, isosceles, legs of a right triangle, legs of an isosceles triangle, legs of a trapezoid, length of a segment, linear pair, line of reflection, perpendicular, segment, segment notation, major arc, minor arc, median of a triangle, midpoint, midpoint formula, midsegment of a trapezoid, net, parallel, perpendicular bisector, point of tangency, pre-image, Pythagorean triple, Pythagorean Theorem, reflection, rotation, scale factor, scalene triangle, secant line, tangent line, secant segment, sector of a circle, similar, skew, special right triangles, transformation, translation, transversal, trigonometric ratio, two-column proof, vertex, vertical angles, vertex angle of an isosceles triangle, theorem, supplementary angles

Standard 5: Data Analysis, Probability, and Statistics

No objectives at this course level.

**IDAHO MATHEMATICS
ALGEBRA II
CONTENT STANDARDS**

Students are expected to know content and apply skills from Algebra I and prior math courses.

Mathematical reasoning and problem solving processes will be incorporated throughout all mathematics standards. Students will demonstrate knowledge and communicate mathematical thinking through words, numbers, symbols, charts, graphs, tables, diagrams, and models.

Objectives provide the focus for this course. They will be taught using a variety of methods and applications so that students attain a deep understanding of these concepts and are able to apply them to solve real-world problems.

Skill Statements provide clarity and direction to achieve each objective. Students need to demonstrate proficiency in these skills upon completion of this course.

The appropriate use of technological tools is encouraged to assist students in solving problems and the formation and testing of conjectures.

Standard 1: Number and Operation

Goal 1.1: Understand numbers, ways of representing numbers, relationships among numbers, and number system.

Objective(s): By the end of Algebra II, the student will be able to:

- AII.1.1.1 Compare and contrast the properties of numbers and number systems within the complex number system to include rational, irrational, and imaginary numbers.
- AII.1.1.2 Demonstrate meaning of complex numbers as solutions to polynomial equations that do not have real solutions.
- AII.1.1.3 Represent powers using logarithms.
- AII.1.1.4 Recognize matrices as a method of arranging data.
- AII.1.1.5 Know that matrices have some of the properties of the real number system.
- AII.1.1.6 Develop an understanding of the properties of logarithmic expressions and expressions with rational exponents.

Goal 1.2: Understand meanings of operations and how they relate to one another.

Objective(s): By the end of Algebra II, the student will be able to:

- AII.1.2.1 Develop an understanding of the properties of, and representations for, the addition, subtraction, and multiplication of matrices.

Goal 1.3: Compute fluently and make reasonable estimates.

Objective(s): By the end of Algebra II, the student will be able to:

- AII.1.3.1 Use the properties of real numbers to simplify expressions.
- AII.1.3.2 Perform computations with matrices.
- AII.1.3.3 Add, subtract, multiply and divide radical expressions.
- AII.1.3.4 Perform computations with complex numbers.
- AII.1.3.5 Perform computations with logarithmic expressions and expressions with rational exponents.

Skill Statements:

The student will be able to:

1. Apply the properties of exponents including rational exponents to simplify expressions.
2. Define and explain the meaning of i , represented as $i = \sqrt{-1}$, as a solution to the equation $x^2 = -1$.
3. Identify real and imaginary roots for polynomial equations.
4. Identify expressions of the form $a + bi$ as complex numbers.
5. Identify complex conjugates.
6. Express the square root of a negative number in the form bi , where b is real.
7. Apply the properties (to include commutative, associative, distributive, inverse and identity) to simplify computations in the complex number system.
8. Identify a logarithmic function as the inverse of an exponential function.
9. Represent a number in both logarithmic and exponential forms.
Example: $5^3 = 125$ can be written as $\log_5 = 3$
10. Convert between expressions containing radical form and those containing rational exponents.
11. Use properties of logarithms to evaluate and simplify logarithmic expressions.
12. Simplify expressions containing rational and irrational numbers to include rational exponents.
13. Perform operations on radical expressions.
14. Perform operations on rational expressions.
15. Identify the dimensions of a matrix.
16. Perform operations with matrices to include scalar multiplication, addition, subtraction, and matrix multiplication (2 by 2).
17. Identify the degree of a polynomial.
18. Factor polynomials.
19. Divide a polynomial by a lower degree polynomial.
20. Rewrite complex fractions composed of simple rational expressions as a simple fraction in lowest terms.
21. Simplify and estimate radicals having various indices.

Suggested vocabulary and symbols

base, complex number ($a+bi$), complex conjugate, conjugate, exponent, index, logarithm, power, radicand, radical, natural logarithm (\ln), common logarithm, change of base for logs, principal square root, imaginary number (i), rationalize, dimensions of a matrix, scalar multiplication, simplest form of a radical, degree of a polynomial.

Standard 2: Concepts and Principles of Measurement

Goal 2.1: Understand measurable attributes of objects and the units, systems, and processes of measurement.

Objective(s): By the end of Algebra II, the student will be able to:

AII.2.1.1 Recognize the relationship between radian and degree measures.

Goal 2.2: Apply appropriate techniques, tools, and formulas to determine measurements.

Objective(s): By the end of Algebra II, the student will be able to:

No objectives at this course level.

Skill Statement:

The student will be able to:

1. Convert between degree and radian measures.

Suggested vocabulary and symbols

Radian measure.

Standard 3: Concepts and Language of Algebra and Functions

Goal 3.1: Understand patterns, relations, and functions.

Objective(s): By the end of Algebra II, the student will be able to:

AII.3.1.1 Represent patterns and functional relationships in a table and as a graph.

- AII.3.1.2 Describe the graph of a quadratic equation and discuss its attributes in terms of the basic concepts of maximum, minimum, intercepts, and roots.
- AII.3.1.3 Graph and analyze the graph of an absolute value equation and its characteristics.
- AII.3.1.4 Understand and represent transformations by using sketches, coordinates, and function notation.

Goal 3.2: Represent and analyze mathematical situations and structures using algebraic symbols.

Objective(s): By the end of Algebra II, the student will be able to:

- AII.3.2.1 Write equations and inequalities in multiple forms.
- AII.3.2.2 Solve equations and inequalities and systems of equations and inequalities.
- AII.3.2.3 Perform operations on simple rational expressions.

Goal 3.3: Use mathematical models to represent and understand quantitative relationships.

Objective(s): By the end of Algebra II, the student will be able to:

No objectives at this course level.

Goal 3.4: Analyze change in various contexts.

Objective(s): By the end of Algebra II, the student will be able to:

- AII.3.4.1 Interpret how changes to an equation affect the parent graph of the equation.

Skill Statements:

The student will be able to:

1. Solve systems of equations and inequalities.
2. Solve radical equations and inequalities.
3. Solve polynomial functions.
4. Solve rational equations.
5. Solve logarithmic equations.
6. Solve equations containing a variable in the exponent.
7. Compare and contrast the graphs of $f(x) = x^2$ to $f(x) = a(x - h)^2 + k$.
8. Graph absolute value functions.
9. Graph quadratic equations and inequalities.
10. Graph polynomial functions.
11. Graph exponential functions.
12. Graph circles.
13. Rewrite equations of parabolas and circles in standard form.

14. Recognize contexts in which quadratic models are appropriate; determine and interpret quadratic models that describe quadratic behavior.
15. Use the quadratic formula and completing the square to solve any quadratic equation in one variable.
16. Determine the nature of the roots of an equation by using the discriminant.
17. Find the all the roots of polynomials.
18. Recognize graphs of the following: $y = x$, $y = x^2$, $y = x^3$, $y = \frac{1}{x}$, $y = \sqrt{x}$, and $y = |x|$.

Suggested vocabulary and symbols

Complex fraction, rational expression, degree, extraneous roots, inverse, constraints, feasible region, independent variables, dependent variables, factor (verb and noun), zeros of a function, root, domain, range, coincident, consistent systems, inconsistent systems, maximum, minimum, bounded regions, unbounded regions, $f(x)$, discriminant, linear programming, vertex form of a quadratic, synthetic division, synthetic substitution, standard form, parabola, focus of parabola, joint variation, direct variation, inverse variation, exponential growth and decay, cubic, quartic, quadratic, vertex, vertices, focus, directrix, axis of symmetry.

Standard 4: Concepts and Principles of Geometry

Goal 4.1 **Analyze characteristics and properties of two- and three-dimensional geometric shapes and develop mathematical arguments about geometric relationships.**

Objective(s): By the end of Algebra II, the student will be able to:

AII.4.1.1 Use trigonometric relationships to determine lengths and angle measures.

Goal 4.2 **Specify locations and describe spatial relationships using coordinate geometry and other representational systems.**

AII.4.2.1 Analyze the graphs of circles and parabolas.

Goal 4.3: **Apply transformations and use symmetry to analyze mathematical situations.**

No objectives at this course level.

Goal 4.4: **Use visualization, spatial reasoning, and geometric models to solve problems.**

No objectives at this course level.

Skill Statement:

The student will be able to:

1. Demonstrate the proper use of the Law of Sines and the Law of Cosines to solve triangles.
2. Graph circles and parabolas and their transformations.

Suggested vocabulary and symbols

Sine, cosine, tangent, secant, cosecant, cotangent.

Standard 5: Data Analysis, Probability, and Statistics

No objectives at this course level.

**IDAHO CONTENT STANDARDS
MATHEMATICS OF PERSONAL FINANCE
MATHEMATICS**

Students are expected to know content and apply skills from previous grades.

Mathematical reasoning and problem solving processes should be incorporated throughout all mathematics standards. Students should use a variety of methods, such as words, numbers, symbols, charts, graphs, tables, diagrams, and models to communicate mathematical information and to explain mathematical reasoning and concepts.

Standard 1: Money Management

Goal 1.1: Understanding and using effective money management

Objective(s): By the end of Mathematics of Personal Finance, the student will be able to:

- MPF.1.1.1. Analyze account statements for accuracy and reconcile a checking/debit account.
 - MPF.1.1.1.a. Apply number sense to everyday situations and judge reasonableness of results.
 - MPF.1.1.1.b. MPF.1.1.1.b Identify that error accumulates in a computation when there is rounding.
 - MPF.1.1.1.c. MPF.1.1.1.c Apply properties of rational numbers.
 - MPF.1.1.1.d. MPF.1.1.1.d Use positive and negative numbers, fractions, decimals, and percentages including application in real-world situations. (347.01.a)
- MPF.1.1.2. Construct a cash flow statement
 - MPF.1.1.2.a. Perform operations with rational numbers. (347.02.a)
- MPF.1.1.3. Create, balance and use a personal budget including fixed and variable expenses including analyzing past expenses and income patterns
 - MPF.1.1.3.a. Perform operations with rational numbers. (347.02.a)
 - MPF.1.1.3.b. Use appropriate procedures to solve multi-step, first-degree equations and inequalities; such as $3(2x - 5) = 5x + 7$ or $3(2x - 5) > 5x + 7$. (350.03.a)
 - MPF.1.1.3.c. Use appropriate procedures to solve linear systems of equations involving two variables; such as $x + y = 7$ and $2x + 3y = 21$. (350.04.a)
 - MPF.1.1.3.d. Make predictions and draw conclusions based on statistical measures. (352.05.a)
 - MPF.1.1.3.e. Interpret and use basic statistical concepts, including mean, median, mode, range, and distribution of data, including outliers. (352.03.a)
 - MPF.1.1.3.f. Use logic to make and evaluate mathematical arguments. (348.02.b)

Goal 1.2: Making responsible consumer choices

Objective(s): By the end of Mathematics of Personal Finance, the student will be able to

- MPF.1.2.1. Create and analyze short term goals for disposable income (ex calculate the necessary income to maintain or improve upon current standards of living, recreation, vacation, gifts, appliances)
 - MPF.1.2.1.a. Use appropriate tools/technology to conduct simulations and employ graphical models to make predictions or decisions based on data. (352.05.a)
 - MPF.1.2.1.b. Given graphs, charts, ordered pairs, mappings, or equations, determine whether a relation is a function.
 - MPF.1.2.1.c. Evaluate functions written in functional notation
- MPF.1.2.2. Analyze how inflation affects financial decisions (ex investments, purchasing power)
 - MPF.1.2.2.a. Use graphs and sequences to represent and solve problems. (347.02.b)
 - MPF.1.2.2.b. Predict outcomes by applying exponential growth and decay.
 - MPF.1.2.2.c. Use appropriate tools/technology to conduct simulations and employ graphical models to make predictions or decisions based on data. (352.05.a)
- MPF.1.2.3. Calculate and compare different types of insurance costs. (ex life, auto, health, deductibles, co pays, stop-loss, inclusions, exclusions, factors that affect rates)
 - MPF.1.2.3.a. Evaluate functions written in functional notation
 - MPF.1.2.3.b. Analyze and interpret tables, charts, and graphs, including scatter plots and multiple broken line graphs. (352.01.a)
 - MPF.1.2.3.c. Make predictions and draw conclusions based on statistical measures. (352.05.a)
 - MPF.1.2.3.d. Interpret and use basic statistical concepts, including mean, median, mode, range, and distribution of data, including outliers. (352.03.a)
- MPF.1.2.4. Compare and contrast renting or leasing vs. purchasing of an asset (ex automobile)
 - MPF.1.2.4.a. Use positive and negative numbers, fractions, decimals, and percentages including application in real-world situations. (347.01.a)
- MPF.1.2.5. Calculate appreciation and depreciation of assets over time
 - MPF.1.2.5.a. Evaluate functions written in functional notation
 - MPF.1.2.5.b. Analyze and interpret tables, charts, and graphs, including scatter plots and multiple broken line graphs. (352.01.a)
 - MPF.1.2.5.c. Make predictions and draw conclusions based on statistical measures. (352.05.a)
 - MPF.1.2.5.d. Interpret attributes of linear relationships such as slope, rate of change, and intercepts MPF.4.4.2 Represent linear relationships using tables, graphs, and mathematical symbols
 - MPF.1.2.5.e. Use positive and negative numbers, fractions, decimals, and percentages including application in real-world situations. (347.01.a)

Goal 1.3 Credit and Debt

- MPF.1.3.1. Compare the costs associated with various types of credit. (ex credit cards, installment credit, revolving credit, mortgages, pay day loans, automobiles, student loans, home equity)
 - MPF.1.3.1.a. Model and solve real-world phenomena using multi-step, first degree, single variable equations and inequalities, linear equations, and two-variable linear systems of equations.
 - MPF.1.3.1.b. Use appropriate procedures for manipulating and simplifying algebraic expressions involving variables, integers, and rational numbers. (350.02.a)
 - MPF.1.3.1.c. Apply concepts of rates and direct and indirect measurements.
 - MPF.1.3.1.d. Use rates, ratios, proportions, map scales, and scale factors (one- and two-dimensional) in problem-solving situations. (349.03.a)
 - MPF.1.3.1.e. Use positive and negative numbers, fractions, decimals, and percentages, including application in real-world situations. (347.01.a)
 - MPF.1.3.1.f. Apply properties of exponents. (347.01.c)
 - MPF.1.3.1.g. Analyze and interpret tables, charts, and graphs, including scatter plots, and multiple broken line graphs. (352.01.a)
- MPF.1.3.2. Compute the total cost of various types of credit (ex credit cards, installment credit, revolving credit, mortgages, pay day loans, automobiles, student loans, home equity, repayment options).
 - MPF.1.3.2.a. Use positive and negative numbers, fractions, decimals, and percentages including application in real-world situations. (347.01.a)
 - MPF.1.3.2.b. MPF.2.2.1 Use rates, ratios, proportions, map scales, and scale factors (one- and two-dimensional) in problem-solving situations. (349.03.a)
 - MPF.1.3.2.c. Use appropriate tools/technology to conduct simulations and employ graphical models to make predictions or decisions based on data. (352.05.a)
- MPF.1.3.3. Interpret credit reports and analyze the financial implications of credit scores. (ex credit reports, credit scores, and debt ratios)
 - MPF.1.3.3.a. Use positive and negative numbers, fractions, decimals, and percentages including application in real-world situations. (347.01.a)
 - MPF.1.3.3.b. MPF.5.1.1 Analyze and interpret tables, charts, and graphs, including scatter plots, and multiple broken line graphs. (352.01.a)
 - MPF.1.3.3.c. MPF.5.5.2 Use appropriate tools/technology to conduct simulations and employ graphical models to make predictions or decisions based on data. (352.05.a)

Standard 2: Saving and Investment

Goal 2.1: Implement a diversified saving and investment strategy

Objective(s): By the end of Mathematics of Personal Finance, the student will be able to:

- MPF.2.1.1. Apply and analyze financial strategies to create wealth and build assets including use of tax deductions and shelters (ex time value of money, investment options) (ex lottery, inheritance, stock market)
 - MPF.2.1.1.a. Model and solve real-world phenomena using multi-step, first degree, single variable equations and inequalities, linear equations, and two-variable linear systems of equations. (353.01.a)
 - MPF.2.1.1.b. Represent mathematical relationships using variables, expressions, linear equations and inequalities. (350.01.a)
 - MPF.2.1.1.c. Interpret attributes of linear relationships such as slope, rate of change, and intercepts.
 - MPF.2.1.1.d. Collect, organize, and display data in tables, charts, and graphs. (352.02.a)
- MPF.2.1.2. Compare investment alternatives based on risk, return, and liquidity. (ex Certificates of Deposit, bonds, stocks, money market accounts, mutual funds, real estate)
 - MPF.2.1.2.a. Solve exponential and logarithmic equations.
 - MPF.2.1.2.b. Evaluate functions written in functional notation
 - MPF.2.1.2.c. Identify positive and negative correlations.
- MPF.2.1.3. Evaluate the effect of compounding earned interest
 - MPF.2.1.3.a. Predict outcomes by applying exponential growth and decay.
- MPF.2.1.4. Create a model for comparing savings and investment results using appropriate technology (ex graphing or internet calculator)
 - MPF.2.1.4.a. Use appropriate tools/technology to conduct simulations and employ graphical models to make predictions or decisions based on data. (352.05.a)

Standard 3: Education Employment and Income

Goal 3.1: Understand the relationship between education, income, career, and desired lifestyle

Objective(s): By the end of Mathematics of Personal Finance, the student will be able to:

- MPF.3.1.1. Explain how income reflects choices made about jobs, careers, education, and skill development
 - MPF.3.1.1.a. Use logic to make and evaluate mathematical arguments.
 - MPF.3.1.1.b. Analyze and interpret tables, charts, and graphs, including scatter plots, and multiple broken line graphs.
- MPF.3.1.2. Calculate and compare how sources of income affect lifestyle choices and spending decisions. (ex. Wage commission, welfare/transfer payments, Medicaid, alimony, bonuses, inheritance, trusts, annuities, self employment, non-profit, public sector, private sector)
 - MPF.3.1.2.a. Apply properties of rational numbers.

- MPF.3.1.2.b. Use positive and negative numbers, absolute value, fractions, decimals, percentages, and scientific notation, including application in real-world situations. (347.01.a)
- MPF.3.1.3. Calculate gross versus net income and the value of benefits. (ex payroll deductions and benefits, commissions, tips, taxes, FLEX plans, profit sharing, exemptions, 401 (k), 403 (b) and other related plans)
 - MPF.3.1.3.a. Apply properties of rational numbers.
 - MPF.3.1.3.b. MPF.1.1.2 Use positive and negative numbers, absolute value, fractions, decimals, percentages, and scientific notation, including application in real-world situations. (347.01.a)
 - MPF.3.1.3.c. MPF.3.5.2 Evaluate functions written in functional notation

Standard 4: Taxation

Goal 4.1: Understand the purposes, roles, and responsibilities related to taxation

Objective(s): By the end of Mathematics of Personal Finance, the student will be able to:

- MPF.4.1.1. Compare the returns of taxable investments with those that are tax-exempt or tax-deferred, including traditional IRA vs. Roth IRA.
 - MPF.4.1.1.a. Analyze and interpret tables, charts, and graphs, including scatter plots and multiple broken line graphs (352.01.a)
 - MPF.4.1.1.b. Interpret attributes of linear relationships such as slope, rate of change, and intercepts.
- MPF.4.1.2. Complete sample tax forms (ex Understanding Taxes by the IRS, forms such as 1040EZ, W-2, W-4 and 1099)
 - MPF.4.1.2.a. Apply properties of rational numbers.
 - MPF.4.1.2.b. Use positive and negative numbers, absolute value, fractions, decimals, percentages, and scientific notation, including application in real-world situations. (347.01.a)
 - MPF.4.1.2.c. Analyze and interpret tables, charts, and graphs, including scatter plots, and multiple broken line graphs (352.01.a)
 - MPF.4.1.2.d. Use appropriate tools/technology to conduct simulations and employ graphical models to make predictions or decisions based on data. (352.05.a)
- MPF.4.1.3. Analyze the application and impact of various forms of taxation on individuals, families, and public agencies (ex estate tax, inheritance tax, luxury tax, sales taxes, property taxes, usage tax etc.)
 - MPF.4.1.3.a. Apply properties of rational numbers.
 - MPF.4.1.3.b. Use positive and negative numbers, absolute value, fractions, decimals, percentages, and scientific notation, including application in real-world situations. (347.01.a)
 - MPF.4.1.3.c. Analyze and interpret tables, charts, and graphs, including scatter plots, and multiple broken line graphs (352.01.a)

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**IDAHO CONTENT STANDARDS
HIGH SCHOOL TECHNICAL MATH
MATHEMATICS**

Technical Math uses problem situations, physical models, and appropriate technology to extend mathematical thinking and engage student reasoning. Problem solving situations, including those related to a variety of careers and technical fields will provide all students an environment which promotes communication and fosters connections within mathematics to other disciplines and to the technological workplace. Students will use hands-on activities to model, explore, and develop abstract concepts. The use of appropriate technology will help students apply math in an increasingly technological world. Collaboration between math and professional-technical teachers is an integral part of this course.

Completion of Algebra I is strongly recommended before taking this course. If Algebra I is not taken prior to this course, Algebra I objectives (displayed in the box) will need to be taught. Otherwise, Algebra I objectives may simply be reviewed. Technical Math is intended to fulfill the requirement for a 3rd year of math, taken in the senior year. The standards include the knowledge that students need to know in order to enter a credit bearing math class at the college level.

* Designates Geometry Standards

Standard 1: Number and Operation

Goal 1.1: Understand and use numbers.

Objective(s): By the end of Technical Math, the student will be able to:

TM.1.1.1	Apply properties of rational numbers. (eg necessary skill for applying numbers)
TM.1.1.2	Perform operations using positive and negative numbers, fractions, absolute value, decimals, percentages, and scientific notation. (eg given the cost of a project, determine what percentage of the budget went for salaries)
TM.1.1.3	Apply properties of exponents. (eg calculate the power dissipated by a resistor when its current and voltage drop are given in exponent form)
TM.1.1.4	Identify perfect squares and their principal roots. (eg 4, 9, and 16 are perfect squares and their respective roots are 2, 3, and 4)
TM.1.1.5	Solve problems using number theory concepts. (eg given initial expenses, money needed for reserve and start-up inventory, calculate the start up costs for a business by using a Starting Cost Calculator)
TM.1.1.6	Estimate the value of an irrational number expressed as a radical. (eg calculate the impedance of an inductive series circuit when given the circuit's total resistance and total inductive reactance)
TM.1.1.7	Apply properties of common and natural logarithms. (eg determine medication absorption rate)
TM.1.1.8	Use Fundamental Counting Principles. (eg calculate number of outfits from set number of separates)

- TM.1.1.9 Use combinations and permutations. (eg calculate the number of ways to order the digits for a phone number)

Goal 1.2: Understand and perform computations accurately.

Objective(s): By the end of Technical Math, the student will be able to:

- TM.1.2.1 Perform fundamental rational expression and number operations that involve a variety of applications. (eg determine wage and benefits)
- TM.1.2.2 Read, write, and solve problems using scientific notation. (eg determine voltage of a circuit)
- TM.1.2.3 Solve problems using direct and inverse variation. (eg determine the mechanical advantage of gears)
- TM.1.2.4 Perform operations on complex numbers. (eg find amperage of current, knowing voltage and impedance if the impedance includes inductors or capacitors)
- TM.1.2.5 Calculate nth powers and nth roots. (eg compute interest on investments)

Goal 1.3: Estimate and judge reasonableness of results.

Objective(s): By the end of Technical Math, the student will be able to:

- | | |
|----------|---|
| TM.1.3.1 | Estimate square roots between consecutive integers. (eg necessary foundation information) |
|----------|---|
- TM.1.3.2 Determine relative and percent of error. (eg scale drawings must be within (+,-) 1/16th of an inch)
- TM.1.3.3 Apply number sense to everyday situations. (eg approximate grocery totals)

Standard 2: Concepts and Principles of Measurement

Goal 2.1: Understand and use U.S. customary and metric measurements.

Objective(s): By the end of Technical Math, the student will be able to:

- TM.2.1.1 Perform metric conversions within the system. (eg convert medicine dosage from adult to child)
- TM.2.1.2 Solve problems by converting between English and metric systems. (eg trip planning from miles to kilometers and gallons to liters)
- *TM.2.1.3 Determine length, distance, area, surface area, volume, and weight, with appropriate unit labels. (eg determine number of flowers needed to fill a flower bed)
- *TM.2.1.4 Calculate circumference, area, radius, diameter, area of sector, arc length of a circle with appropriate unit labels. (eg develop a circular watering system)

Goal 2.2: Apply the concepts of rates, ratios, and proportions.

Objective(s): By the end of Technical Math, the student will be able to:

- TM.2.2.1 Determine an unknown term in a ratio. (eg comparing cost of living between cities)

Goal 2.3: Apply dimensional analysis.

Objective(s): By the end of Technical Math, the student will be able to:

- TM.2.3.1 Solve English weights and measure problems using dimensional analysis. (eg feet per second to miles per hour)
- TM.2.3.2 By use of estimation convey knowledge of volume versus mass. (eg determine dosage of medicine per weight)

Goal 2.4: Apply appropriate techniques, tools, and formulas to determine measurements.

Objective(s): By the end of Technical Math, the student will be able to:

- *TM.2.4.1 Determine and use appropriate units. (eg using an existing recipe, calculate a recipe for a larger group, simplify and label new amounts)
- *TM.2.4.2 Calculate area, surface area for two dimensional objects and volume for three-dimensional objects. (eg compute amount of cement needed for a sidewalk; calculate the cost of heating a building based on square footage)

Standard 3: Concepts and Language of Algebra and Functions

Goal 3.1: Use algebraic symbolism as a tool to represent mathematical relationships.

Objective(s): By the end of Technical Math, the student will be able to:

- | | |
|----------|---|
| TM.3.1.1 | Represent mathematical relationships using variables, expressions, linear equations and inequalities. (eg using spreadsheet functions, determine sale price of items) |
| TM.3.1.2 | Perform operations on polynomial expressions. (eg compute regular and overtime gross and net earnings) |
| TM.3.1.3 | Perform operations on radical expressions. (eg determine flow rate of water through a fire hose) |
| TM.3.1.4 | Perform operations on rational expressions. (eg determine earnings for a given time frame) |
| TM.3.1.5 | Factor quadratics and other polynomial expressions. (eg determine flight time of a rocket) |
| TM.3.1.6 | Represent application problems as linear equations. (eg level of education versus pay; rate of speed versus fuel consumption; caloric intake versus expenditure) |

Goal 3.2: Evaluate algebraic expressions.

Objective(s): By the end of Technical Math, the student will be able to:

- TM.3.2.1 Perform fundamental operations on polynomial expressions. (eg calculate the total cost of various items within a meal)

Goal 3.3: Solve algebraic equations and inequalities.

Objective(s): By the end of Technical Math, the student will be able to:

- | | |
|----------|--|
| TM.3.3.1 | Find solutions to simple quadratic equations. (eg calculate water content of soil based on its weight) |
| TM.3.3.2 | Solve exponential equations. (eg determine atmospheric pressure) |

- TM.3.3.3 Solve logarithmic equations. (eg determine power of a satellite needed to transmit signals)
- TM.3.3.4 Solve absolute value equations. (eg stopping distance of a car)
- TM.3.3.5 Solve systems of inequalities in two variables. (eg determine needed sales for a company given overhead)
- TM.3.3.6 Solve basic one and two step rational equations. (eg determine amount of medication to administer based on packaging size)

Goal 3.4: Solve simple linear systems of equations.

Objective(s): By the end of Technical Math, the student will be able to:

- TM.3.4.1 Solve a system of two linear equations in an application setting. (eg child care facility – sq footage to number of children; solving electrical current in a circuit with multiple paths)

Goal 3.5: Understand the concept of functions.

Objective(s): By the end of Technical Math, the student will be able to:

- | | |
|----------|---|
| TM.3.5.1 | Determine whether a relation is a function given graphs, charts, ordered pairs, mappings, or equations. (eg graph the distance a ballistic device travels at different angles and determine if the data is a function of the angle) |
| TM.3.5.2 | Differentiate between linear and non-linear functions and graphs. (eg differentiate between a thrown object and the distance a car travels) |
| TM.3.5.3 | Identify domain and range for given graphs, charts, ordered pairs, mappings, or linear functions. (eg constraints of any situation such as a budget) |
- TM.3.5.4 Evaluate functions. (eg work with the function $V=I \cdot R$ and solve for different I and R)

Goal 3.6: Apply functions to a variety of problems.

Objective(s): By the end of Technical Math, the student will be able to:

- | | |
|----------|--|
| TM.3.6.1 | Model real-world phenomena with linear functions. (eg graph fuel consumption versus speed) |
| TM.3.6.2 | Use graphs and tables to represent and solve problems. (eg stress test of cardiovascular system) |
- TM.3.6.3 Solve application problems by isolating a specific variable in a formula and then substituting values. (eg determining interest rate on a loan)

Standard 4: Concepts and Principles of Geometry

Goal 4.1: Apply concepts of size, shape, and spatial relationships.

Objective(s): By the end of Technical Math, the student will be able to:

- *TM.4.1.1 Identify and apply congruency and similarity of two-dimensional figures. (eg compare trusses or wall panels)
- *TM.4.1.2 Identify the scale factor of similar three-dimensional figures and find the ratios of their surface areas and volumes. (eg compare blueprint to actual model)
- *TM.4.1.3 Use transformational geometry to rotate, translate, and reflect figures in a coordinate plane. (eg flip a house plan)
- TM.4.1.4 Describe and apply magnitude and direction of vectors. (eg determine resultant direction due to wind)

Goal 4.2 Apply the geometry of right triangles.

Objective(s): By the end of Technical Math, the student will be able to:

- TM.4.2.1 Understand and apply the Pythagorean Theorem for problem solving. (eg checking accuracy on gate construction)
- *TM.4.2.2 Identify and apply special right triangle relationships. (eg isometric drawing in drafting)
- *TM.4.2.3 Use right triangle trigonometry to solve right triangles. (eg determine angle of elevation using sine, cosine and tangent)
- TM.4.2.4 Use trigonometric ratios to solve problems. (eg angle of depression)

Goal 4.3: Apply graphing in two dimensions.

Objective(s): By the end of Technical Math, the student will be able to:

- *TM.4.3.1 Determine the length and midpoint of a segment in the coordinate plane. (eg on-center carpentry from a blueprint would include the coordinate plane)
- TM.4.3.2 Graph quadratic and absolute value functions. (eg maximize profit from revenue)
- TM.4.3.3 Graph exponential functions. (eg rate of bacterial growth)
- TM.4.3.4 Graph systems of equations and inequalities in two variables. (eg mixing solutions for weed control)

Goal 4.4: Apply concepts of parallel lines.

Objective(s): By the end of Technical Math, the student will be able to:

- TM.4.4.1 Identify the special angle pairs formed by parallel lines and a transversal. (eg building a gate; designing a quilt)
- TM.4.4.2 Apply the properties of special angle pairs formed by parallel lines and a transversal (eg building a gate; designing a quilt)

Goal 4.5: Apply concepts of polygons.

Objectives: By the end of Technical Math, the student will be able to:

- TM.4.5.1 Classify triangles and quadrilaterals based on their attributes. (eg label triangles and quadrilaterals in a house plan)
- *TM.4.5.2 Find the sum of the interior and exterior angles of a polygon. (eg add the interior and exterior angles of a pentagonal swimming pool)
- TM.4.5.3 Find the measure of each interior and exterior angle of a regular polygon. (eg find the degree of angles to create a stop sign)

- *TM.4.5.4 Determine whether or not a polygon is regular. (eg design a hexagon table using a circle)

Goal 4.6: Understand basic concepts of a circle.

Objectives: By the end of Technical Math, the student will be able to:

- TM.4.6.1 Identify the parts of a circle including radius, diameter, major/minor arcs, chords, secants and tangents. (eg necessary foundation information)
- TM.4.6.2 Determine the lengths of segments and the measures of angles formed by radii, chords, secants, and tangents. (eg calculate trim for an arched window)

Goal 4.7: Apply Reasoning Skills.

No objectives for this course.

Goal 4.8: Represent and graph linear relationships.

Objectives: By the end of Technical Math, the student will be able to:

- TM.4.8.1 Construct graphs and write equations and inequalities for linear relationships. (eg relationship between cost and demand)
- TM.4.8.2 Given a linear relationship, interpret the rate of change (slope) and the intercepts. (eg rate of feed to fill a grain truck)
- TM.4.8.3 Write equations of lines given various information including parallel, perpendicular, vertical, and horizontal lines. (eg alignment of restaurant with layout of city street)
- TM.4.8.4 Graph linear equations. (eg constant increase in water temperature over time; monthly changes in sales)

Standard 5: Data Analysis, Probability, and Statistics

Goal 5.1: Represent data with a variety of formats.

Objective(s): By the end of Technical Math, the student will be able to:

- TM.5.1.1 Analyze and interpret tables, charts and graphs. (eg interpret a body mass index (BMI) chart)

Goal 5.2: Collect, organize, and display data.

Objective(s): By the end of Technical Math, the student will be able to:

- | | |
|----------|--|
| TM.5.2.1 | Graph scatter plots and informal trend lines. (eg growth of state economy) |
| TM.5.2.2 | Identify positive and negative correlations. (eg vehicle depreciation) |
| TM.5.2.3 | Collect, organize, and display data in tables, charts and graphs. (eg chart change in stock values over 4 weeks) |

Goal 5.3: Apply simple statistical measurements.

Objective(s): By the end of Technical Math, the student will be able to:

TM.5.3.1 Make predictions and draw conclusions based on statistical measures. (eg predict the number of new jobs based on growth in population; predict the number of sunny days in a given area for a given time frame)

Goal 5.4: Understand basic concepts of probability.

No objectives at this course level

Goal 5.5: Make predictions or decisions based on data.

Objective(s): By the end of Technical Math, the student will be able to:

- TM.5.5.1 Make predictions based on randomness, chance, equally likely events, and probability. (eg predict the likelihood of having an accident using past accident data)
- TM.5.5.2 Use data to predict the chance of an event. (eg calculate the odds of a hit based on the batting average)

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**IDAHO CONTENT STANDARDS
Pre-Calculus
MATHEMATICS**

Students are expected to know content and apply skills from Algebra II and prior math courses.

Mathematical reasoning and problem solving processes will be incorporated throughout all mathematics standards. Students will demonstrate knowledge and communicate mathematical thinking through words, numbers, symbols, charts, graphs, tables, diagrams, and models.

Objectives provide the focus for this course. They will be taught using a variety of methods and applications so that students attain a deep understanding of these concepts and are able to apply them to solve real-world problems.

The appropriate use of technological tools is encouraged to assist students in solving problems and the formation and testing of conjectures.

Standard 1: Number and Operations

Goal 1.1: Understand numbers, ways of representing numbers, relationships among numbers, and number systems.

No objectives at this course level.

Goal 1.2: Understand meanings of operations and how they relate to one another.

No objectives at this course level.

Goal 1.3: Compute fluently and make reasonable estimates.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.1.1.1 Apply the properties of exponents and logarithms.
- MA.1.1.2 Perform operations with real and complex numbers.
- MA.1.1.3 Perform operations on matrices.

Standard 2: Concepts and Principles of Measurement

Goal 2.1: Understand measurable attributes of objects and the units, systems, and processes of measurement.

No objectives at this course level.

Goal 2.2: Apply appropriate techniques, tools, and formulas to determine measurements.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.2.2.1 Compute co-terminal angles and reference angles given an angle in standard position.
- MA.2.2.2 Convert between degree and radian measures.

Standard 3: Concepts and Language of Algebra and Functions

Goal 3.1: Understand patterns, relations, and functions.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.3.1.1 Verify and simplify trigonometric identities.
- MA.3.1.2 Select and use various representations for relations and functions.
- MA.3.1.3 Perform transformations such as: arithmetic combinations, inverses, and compositions of functions.
- MA.3.1.4 Apply the Fundamental Theorem of Algebra to determine roots of polynomial functions

Goal 3.2: Represent and analyze mathematical situations and structures using algebraic symbols.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.3.2.1 Write equations of circles, parabolas, and ellipses in standard form.
- MA.3.2.2 Solve trigonometric equations.
- MA.3.2.3 Solve exponential equations.
- MA.3.2.4 Solve logarithmic equations
- MA.3.2.5 Solve rational equations.
- MA.3.2.6 Solve polynomial equations.
- MA.3.2.7 Solve systems of linear equations.
- MA.3.2.8 Solve systems of linear inequalities.
- MA.3.2.9 Apply matrices to solve systems of equations.

Goal 3.3: Use mathematical models to represent and understand quantitative relationships.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.3.3.1 Identify the domain and range of sine and cosine functions.

Goal 3.4: Analyze change in various contexts.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.3.4.1 Apply and compare the properties of classes of functions, including polynomial, rational, exponential, and logarithmic functions.

Standard 4: Concepts and Principles of Geometry

Goal 4.1: Analyze characteristics and properties of two- and three- dimensional geometric shapes and develop mathematical arguments about geometric relationships.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.4.1.1 Find the period and amplitude of sine and cosine functions.

Goal 4.2: Specify locations and describe spatial relationships using coordinate geometry and other representational systems.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.4.2.1 Sketch and convert coordinates of the rectangular and polar systems.
- MA.4.2.2 Draw an angle in standard position given degree or radian measure.
- MA.4.2.3 Locate the quadrant in which an angle lies given its radian or degree measure.

Goal 4.3: Apply transformations and use symmetry to analyze mathematical situations.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.4.3.1 Graph trigonometric functions of the form $y = D + A\sin(Bx)$ and $y = D + A\cos(Bx)$.

Goal 4.4: Use visualization, spatial reasoning, and geometric models to solve problems.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.4.4.1 Apply unit circle trigonometry to determine exact values using sine, cosine, and tangent ratios.

Standard 5: Data Analysis, Probability, and Statistics

Goal 5.1: Collect, organize, and display data using a variety of formats.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.5.1.1 Choose an experimental design or survey sampling method appropriate to collect data.
- MA.5.1.2 Choose an appropriate table or graph to display data.

Goal 5.2: Select and use appropriate statistical methods to analyze data.

Objective(s): By the end of Pre-Calculus, the student will be able to:

- MA.5.2.1 Identify and apply arithmetic, geometric, and infinite notation.
- MA.5.2.2 Identify n th terms of arithmetic and geometric sequences.
- MA.5.2.3 Find the n th term in arithmetic and geometric series.
- MA.5.2.4 Find sums of arithmetic, geometric, and infinite series.
- MA.5.2.5 Use Pascal's Triangle to calculate binomial coefficients.
- MA.5.2.6 Use the Binomial Theorem to calculate binomial coefficients.

Goal 5.3: Develop and evaluate inferences and predictions that are based on data.

No objectives at this course level.

Goal 5.4: Understand basic concepts of probability.

No objectives at this course level.

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Secondary Mathematics
AP Calculus

Prerequisite: Pre-Calculus Course or Teacher Recommendation

Course Description:

An Idaho Course in AP Calculus consists of a full year of academic work in calculus and related topics. This should be equivalent to a one semester entry-level calculus course in most colleges or universities. The topics and concepts that should be included in any calculus course, whether AB or BC, can be found in the *Advanced Placement Course Description for Calculus*. Updated annually, this publication provides a descriptive outline for the course while detailing the content and skills students need to demonstrate. This publication also provides a description of the Advanced Placement examination, sample multiple-choice questions with an answer key, and sample free-response questions. Using the *Advanced Placement Course Description for Calculus* as a guide, the teacher is responsible for expanding the course to include enrichment, applications and special projects. The *Advanced Placement Teacher's Guide in Calculus* is a publication that teachers may find very helpful. It contains syllabi developed by high school teachers currently teaching AP Calculus, lesson plans, current teaching techniques, and lists of recommended teaching resources.

Copies of the *Advanced Placement Course Description for Calculus* and the *Advanced Placement Teacher's Guide in Calculus* for the current year may be obtained by writing to:

College Board Publications
Dept. CMC0400 A B C D
Two College Way
Forrester Center, WV 25438

Materials may be purchased online at www.collegeboard.com in the College Board Online Store. Additional information about the course, previous AP Tests and review problems, and any supplemental materials may be reviewed at <http://apcentral.collegeboard.com>.

Below is an abbreviated version of the course outline from the College Board AP Calculus website.

I. Functions, Graphs, and Limits

- Analysis of graphs
- Limits of functions (including one-sided limits)
- Asymptotic and unbounded behavior
- Continuity as a property of functions
- * Parametric, polar, and vector functions

II. Derivatives

- Concept of the derivative
- Derivative at a point
- Derivative as a function
- Second derivatives
- Applications of derivatives
- Computation of Derivatives

III. Integrals

- Interpretations and properties of definite integrals
- Applications of integrals
- Fundamental Theorem of Calculus
- Techniques of antidifferentiation
- Applications of antidifferentiation
- Numerical approximations to definite integrals

***IV. Polynomial**

- * Concept of series
- * Series of constants
- * Taylor series

Note: The topic outline for Calculus BC includes all of the topics for Calculus AB. Additional topics are indicated with an asterisk (*).

Secondary Mathematics
AP Statistics

Prerequisite: Mastery of Algebra II and/or appropriate Compass Score

Course Description

A course in AP Statistics consists of a full academic year of work in statistics and related topics comparable to courses in colleges and universities. The *Advanced Placement Course Description for Statistics* for the current school year should be consulted to provide the teacher with a guide to the topics and concepts that should be included in the high school statistics course. This publication is updated by the College Board and provides a descriptive outline of the course, detailing its content and the kinds of skills students are expected to demonstrate in the corresponding introductory college-level course (see the abbreviated outline below). It also provides a description of the Advanced Placement examination, sample multiple-choice questions with an answer key, and sample free-response questions. The *Advanced Placement Course Description for Statistics* should be the guide, and the teacher is responsible for expanding the course to include applications and enrichment. The *Advanced Placement Teacher's Guide in Statistics* is another publication containing syllabi developed by high school teachers currently teaching the AP course and by college faculty who teach the equivalent course at their institutions. It also contains lesson plans, innovative teaching tips, and lists of recommended teaching resources.

Copies of the *Advanced Placement Course Description for Statistics* and the *Advanced Placement Teacher's Guide in Statistics* for the current year may be obtained by writing to:

College Board Publications
Dept. CMC0400 A B C D
Two College Way
Forrester Center, WV 25438

Materials may be purchased online at www.collegeboard.com in the College Board Online Store. Additional information regarding the course and ancillary materials may be reviewed at <http://apcentral.collegeboard.com>.

Below is an abbreviated version of the course outline from the College Board AP Statistics website.

I. Exploring Data: Describing patterns and departures from patterns.

- A. Constructing and interpreting graphical displays of distributions of univariate data (dotplot, stemplot, histogram, cumulative frequency plot)
- B. Summarizing distributions of univariate data
- C. Comparing distributions of univariate data (dotplots, back-to-back stemplots, parallel boxplots)
- D. Exploring bivariate data
- E. Exploring categorical data

II. Sampling and Experimentation: Planning and conducting a study.

- A. Overview of methods of data collection
- B. Planning and conducting surveys
- C. Planning and conducting experiments
- D. Generalizability of results and types of conclusions that can be drawn from observational studies, experiments, and surveys

III. Anticipating Patterns: Exploring random phenomena using probability and simulation.

- A. Probability
- B. Combining independent random variables
- C. The normal distribution
- D. Sampling distributions

IV. Statistical Inference: Estimating population parameters and testing hypotheses.

- A. Estimation (point estimators and confidence intervals)
- B. Tests of significance

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

IDAHO ADMINISTRATIVE CODE IDAPA 08.02.02 State Board of Education Rules Governing Uniformity

004. INCORPORATION BY REFERENCE.

The following documents are incorporated into this rule: (3-30-07)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education on April 18, 2008. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. ~~(11-2-07)T~~ (04-18-08)T

02. The Idaho English Language Development Standards. The Idaho English Language Development Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-2-07)T

03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures. The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-2-07)T

04. The Idaho English Language Assessment (IELA) Achievement Standards. The Idaho English Language Assessment (IELA) Achievement Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-2-07)T

05. The Idaho Standards Achievement Tests (ISAT) Achievement Standards. Achievement Standards as adopted by the State Board of Education on May 30, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-2-07)T

06. The Idaho ~~Alternative Assessment~~ Extended Content Standards. The Idaho ~~Alternative Assessment~~ Extended Content Standards as adopted by the State Board of Education on April 18, 2008. Copies of the document can be found at the State Board of Education website at <http://www.boardofed.idaho.gov> ~~(11-2-07)T~~ (04-18-08)T

07. The Idaho Alternative Assessment Extended Achievement Standards. Alternative Assessment Extended Achievement Standards as adopted by the State Board of Education on April 20, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-2-07)T

08. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov/index.asp>. (10-11-07)T

09. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov/index.asp>. (10-11-07)T

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**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

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

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

In continuing recognition of the fundamental duty established by the constitution, the legislature finds it in the public interest to define thoroughness and thereby establish the basic assumptions which govern provision of a thorough system of public schools.

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

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

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

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STATE DEPARTMENT OF EDUCATION
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SUBJECT

Revision to the Idaho Extended Content Standards

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-2002, Idaho Code

BACKGROUND

The Individuals with Disabilities Act (IDEA 1997) and the No Child Left Behind Act (NCLB 2002) require all students, including students with significant cognitive disabilities, to be able to access the general education curriculum and participate in the state accountability system. In 2003 NCLB further defined how students with significant cognitive disabilities could be included in the state accountability system by including the option for states to develop alternate assessments based on alternate grade level content standards. Alternate curricular standards in the areas of Reading/Language Arts, Math, Science, Social Studies, Health/Wellness and Humanities have been included in the Administrative Rules of the State Board of Education since November 1, 2006. Since an emphasis has been placed on the alignment of extended content standards and the state's alternate assessment to the state grade level content standards, it was necessary to reorganize and revise the alternate achievement curricular standards to better align with the K-12 Idaho Content Standards for Reading/Language Arts, Math, and Science so Idaho will be able to meet the intent of the No Child Left Behind Act. When the State Board of Education approved the policy standard statements for each curricular area by grade, and revised the current curricular standards to show a progression of what students would be required to know and be able to do from one grade level to the next, the State Department of Education Special Education Division followed the same process to develop extended content standard policy statements as well as revising the alternate curricular standards. The Special Education Division provided leadership, through special education consultants in bringing together groups of educators, content specialists, and parents of students with disabilities to develop the grade level policy standards statements and revise the alternative achievement standards that are currently in board rule. This work started July 2006 and was finished the end of December 2007 for the three content areas of Reading/Language Arts, Mathematics, and Science. In addition to the reorganization and revision of the standards, it will be necessary to rewrite the Idaho Alternate Assessment (IAA) test blueprint by Summer 2008 for Reading, Language Usage, Math, and Science, to ensure federal compliance and alignment of standards and the IAA. The new test blueprint will be used by the Idaho State Department of Education to redesign the locally developed alternate assessments and select appropriate rating scale items for the spring 2009 IAA. This process is being completed under the guidance of Stephen N. Elliott, PhD at Vanderbilt University and the staff from the State Department of Education Special Education section.

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DISCUSSION

The Idaho Extended Content Standards presented to the Board at this time are aligned with the 2006 Idaho Academic Content Standards. It was necessary to reorganize and revise the alternate achievement standards in order to meet the federal requirements of NCLB and IDEA. The extended policy standards statements demonstrate access to each curricular area at each grade. The extended content indicators more clearly define the academic content students with significant cognitive disabilities can retain and apply. A new test blueprint for the IAA will provide an understanding of how to cover the depth and breadth of the extended standards.

This rule change will also change the name of these standards from the Idaho Alternative Assessment Extended Content Standards to the Idaho Extended Content Standards. The change in name will help to clarify the type of standards that Idaho developed and will employ under the NCLB and ESEA requirements and their parallel correlation to the Idaho Content Standards.

IMPACT

The Idaho Alternate Assessment will be aligned this summer to these Idaho Extended Content Standards in order to meet NCLB and IDEA requirements for students with significant cognitive disabilities. If the standards are not approved in time to rewrite the IAA test blueprint, Idaho will not be in compliance with the federal guidelines.

ATTACHMENTS

Attachment 1 – Extended Content Standards for Language Arts	Page 3
Attachment 2 – Extended Content Standards Mathematics	Page 27
Attachment 3 – Extended Content Standards Science	Page 41
Attachment 4 – Temporary and Proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness	Page 51

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

Motion to approve the Idaho Extended Content Standards.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Motion to approve the temporary and proposed rule change to IDAPA 08.02.03.004, Rules Governing Thoroughness, to incorporate the Idaho Extended Content Standards.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008
IDAHO EXTENDED CONTENT STANDARDS
LANGUAGE ARTS**

Standard 1: Reading Process

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 1.1: Acquire Concepts About Print	K.LA.1.1.1A Demonstrates behavior that indicates attention to a book and turning pages.	1.LA.1.1.1 A Demonstrates correct access to reading material in a meaningful manner.	2.LA.1.1.1 A Recognizes print conventions such as letters, words or sentences represented by pictures, objects, sign, or text.	3.LA.1.1.1A Recognizes print conventions such as letters, words, sentences, punctuation, paragraphs, etc.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives in Speech.
	K.LA.1.1.2A Shows interest in reading materials while listening to familiar text being read.	1.LA.1.1.2 A Match letters or objects in first letter order using an alphabet chart	2.LA.1.1.2 A Matches letters, objects, or words in order using an alphabet chart.	3.LA.1.1.2 A Identifies letters, objects, or words in order using an alphabet chart.										
	K.LA.1.1.3A Follows communication displays (pictures/objects/symbols/words) from left to right progression and top to bottom													
	K.LA.1.1.4 A Attends by watching and/or listening to words/pictures/objects found in reading environments.													
	K.LA.1.1.5A Imitates the one to one correspondence between the spoken word and graphic symbol (picture/word gesture/object													
	K.LA.1.1.6A Imitates segmenting graphic symbols of letters, words, or sentences.													

STATE DEPARTMENT OF EDUCATION
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IDAHO EXTENDED CONTENT STANDARDS
LANGUAGE ARTS

Standard 1: Reading Process (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 1.2: Acquire Concepts About Text	K.LA.1.2.1 A Points to items named by the teacher to convey understanding of the word (e.g. names, signs, school and classroom objects, etc).	1.LA.1.2.1 A Respond to environmental print with assistance (e.g. signs, symbols	2.LA.1.2.1 A Attend and respond to different kinds of texts types.	3.LA.1.2.1 A Recognize similar types of text and formats.	4.LA.1.2.1 A Show interest in text types and formats of various kinds of text in the environment.	5.LA.1.2.1 A Identify literary and informational/ functional texts, pictures, and/or media.	6.LA.1.2.1 A Identify literary and informational/ functional texts, pictures, and/or media.	7.LA.1.2.1 A Use literary and informational/ functional texts, pictures, and/or media to understand information in text.	8.LA.1.2.1 A Identify literary and informational/ functional texts, pictures, and/or electronic sources to access information.	9.LA.1.2.1 A Identify similarities or differences in structure and format of informational/ functional texts, pictures, and/or media.	10.LA.1.2.1 A Identify similarities or differences in structure and format of informational/ functional texts, pictures, and/or media.	11.LA.1.2.1 A Identify similarities or differences in structure and format of literary and informational/ functional texts, pictures, and/or media.	12.LA.1.2.1 A Identify similarities or differences in structure and format of literary and informational/ functional texts, pictures, and/or media.	No objectives in Speech.
	K.LA.1.2.2 A Identifies a book, including front cover, back cover, and title, when provided a visual or tactile representation.	1.LA.1.2.2 A Locates the front cover with title of a book or reading selection.	2.LA.1.2.2 A Locates the title of a book or reading selection.	3.LA.1.2.2 A Responds to the purpose of print conventions such as punctuation, paragraph, bold print, etc	4.LA.1.2.2 A Identify parts of a book and/or text features to aid in comprehension i.e. title, illustrations.	5.LA.1.2.2 A Identify parts of a book and/or text features to aid in comprehension, i.e. heading, captions, introductory paragraph.	6.LA.1.2.2 A Identify parts of a book and/or text features to aid in comprehension, i.e. directions, sequences, glossary.	7.LA.1.2.2 A Use parts of a book and/or text features to understand a selection, such as appendix.	8.LA.1.2.2 A Use parts of a book and/or text features to understand a selection.	9.LA.1.2.2 A Use parts of a book and/or text features to identify different genres of literature.	10.LA.1.2.2 A Use parts of a book and/or text features to identify different genres of literature.			
		1.LA.1.2.3 A Attend to simple graphic features in text.	2.LA.1.2.3 A Recognize graphic features in text, i.e. charts and diagrams.	3.LA.1.2.3 A Identify graphic features in text, i.e. graphs, italics, bold print.	4.LA.1.2.3 A Identify graphic features that support text meaning.	5.LA.1.2.3 A Identify information using graphic features in text.	6.LA.1.2.3 A Identify graphic features in text that provides information for research topics.	7.LA.1.2.3 A Interpret graphic features in text to acquire meaning.	8.LA.1.2.3 A Use graphic features in text to communicate information.					
Goal 1.3: Acquire Phonological Awareness Skills	K.LA.1.3.1A Responds to familiar songs and rhymes.	1.LA.1.3.1 A Identify beginning sounds as same or different.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.
	K.LA.1.3.2A Imitates or identifies rhyming words.	1.LA.1.3.2A Change sounds in a word to make a new word.												
	K.LA.1.3.3A Identifies when groups of words/pictures/ objects begin with the same sound.	1.LA.1.2.3A Uses phonemes to blend into recognizable words, i.e. Name												

**STATE DEPARTMENT OF EDUCATION
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IDAHO EXTENDED CONTENT STANDARDS
LANGUAGE ARTS**

Standard 1: Reading Process (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 1.3: Acquire Phonological Awareness Skills <i>(continued from previous page)</i>	K.LA.1.3.4A Reproduces simple onsets and rimes to produce real words (e.g. repeats onset /c/ with rime /at/ to produce /cat/)	1.LA.1.3.4A Segment syllables (beats) in a word.												
	K.LA.1.3.5A Attends to adults blending spoken phonemes (CVC) to form single syllable words (e.g. /d/.../o/.../g/ says dog and shows picture or object)													
	K.LA.1.3.6A Match the initial sound (not the letter) to the initial sound of a spoken word.													
	K.LA.1.3.7A Segments one-syllable words into its phonemes, (e.g. using manipulatives to mark each phoneme, imitates an adult)													
	K.LA.1.3.8A Identifies syllables in a word.													
Goal 1.4: Acquire Decoding Skills Using Word Parts	K.LA.1.4.1 A Reproduces sounds or symbols to match sounds or symbols in similar words.	1.LA.1.4.1 A Match sound to letter symbol.	2.LA.1.4.1 A Match letter symbols to sound.	3.LA.1.4.1 A Identify word patterns and/or word families.	4.LA.1.4.1 A Identify word parts as letters and syllables, i.e. prefix, word families, root word, suffix.	5.LA.1.4.1 A Use word parts (letters, syllables) to read, i.e. prefix, word family, root word, suffix.	6.LA.1.4.1 A Use word parts (letters, syllables) to read, i.e. prefix, word family, root word, suffix	7.LA.1.4.1 A Use word parts (letters, syllables) to decode unfamiliar words, i.e. prefix, word family, root word, suffix	8.LA.1.4.1A Use word parts (letters, syllables) to read multi-syllable words, i.e. prefix, word family, root word, suffix	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.
		1.LA.1.4.2 A Imitate reading abbreviations in text appropriate to grade level.	2.LA.1.4.2 A Attend to abbreviations in text appropriate to grade level.	3.LA.1.4.2 A Recognizes abbreviations in text appropriate to grade level.	4.LA.1.4.2 A Read simple abbreviations appropriate to grade level.	5.LA.1.4.2 A Read simple abbreviations appropriate to grade level.	6.LA.1.4.2 A Read simple abbreviations appropriate to grade level.	7.LA.1.4.2 A Read simple abbreviations appropriate to grade level.	8.LA.1.4.2 A Read simple abbreviations appropriate to grade level.					

STATE DEPARTMENT OF EDUCATION
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LANGUAGE ARTS

Standard 1: Reading Process (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 1.5: Acquire Decoding Skills Using Syllabication	K.LA.1.5.1 A Match letter symbols.	1.LA.1.5.1 A Match common onsets, rimes, and word patterns to generate words.	2.LA.1.5.1 A Identify that letters put together make words.	3.LA.1.5.1 A Identify that letters and syllables put together make words.	4.LA.1.5.1 A Identify that letters and syllables put together make words.	5.LA.1.5.1 A Identify that letters put together with certain rules make words.	6.LA.1.5.1 A Identify that letters put together with certain rules make words.	7.LA.1.5.1 A Identify that letters put together with certain rules make words.	8.LA.1.5.1 A Identify that letters put together with certain rules make words.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives in Speech.
Goal 1.6: Acquire Decoding Skills Using Context	No objectives at this grade level.	1.LA.1.6.1A Use visual, tactile, and/or auditory prompts to identify new words.	2.LA.1.6.1 A Use visual, tactile, and/or auditory prompts to identify new words.	3.LA.1.6.1 A Use visual, tactile, and/or auditory prompts to identify new words.	4.LA.1.6.1 A Use visual, tactile, and/or auditory prompts to identify new words.	5.LA.1.6.1 A Use visual, tactile, and/or auditory prompts to identify new words.	6.LA.1.6.1 A Use visual, tactile, and/or auditory prompts and context clues to identify new words.	7.LA.1.6.1 A Use visual, tactile, and/or auditory prompts and context clues to identify new words.	8.LA.1.6.1 A Use visual, tactile, and/or auditory prompts and context clues to identify new words.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives in Speech.
Goal 1.7: Acquire Fluency	K.LA.1.7.1 A Recognizes automatically between 5 to 25 age appropriate high frequency word symbols (i.e. gestures, pictures, objects, words).	1.LA.1.7.1 A Recognizes automatically between 10 to 35 age appropriate high frequency word symbols (i.e. gestures, pictures, objects, words).	2.LA.1.7.1 A Recognizes automatically between 15 to 45 age appropriate high frequency word symbols (i.e. gestures, pictures, objects, words).	3.LA.1.7.1 A Recognizes automatically between 20 to 50 age appropriate high frequency word symbols (i.e. gestures, pictures, objects, words).	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives in this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives in Speech.
		1.LA.1.7.2 A Listen to grade 1 appropriate text read aloud by repeating text in choral reading.	2.LA.1.7.2 A Listen to grade 2 appropriate text read aloud by repeating text in choral reading.	3.LA.1.7.2 A Listen to grade 3 appropriate text read aloud by repeating text in choral reading.	4.LA.1.7.1 A Read simplified, grade 4 appropriate text.	5.LA.1.7.1 A Read simplified, grade 5 appropriate text.	6.LA.1.7.1 A Read simplified, grade 6 appropriate text.	7.LA.1.7.1 A Read simplified, grade 7 appropriate text.	8.LA.1.7.1 A Read simplified, grade 8 appropriate text.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives in Speech.
Goal 1.8: Vocabulary and Concept Development	K.LA.1.8.1 A Classify common words, pictures and/or objects into basic categories.	1.LA.1.8.1 A Identify words and concepts of the inflectional ending (i.e. plural, ing).	2.LA.1.8.1 A Identify words and the meaning of inflectional ending, such as singular and plural or -ed.	3.LA.1.8.1 A Identify words and the meaning of common suffixes, such as singular and plural.	4.LA.1.8.1 A Identify common words and the meaning of common suffixes, such as singular and plural.	5.LA.1.8.1 A Identify root words and the meaning of common suffixes.	6.LA.1.8.1 A Identify common root words and the meaning of other words derived from the root	7.LA.1.8.1 A Identify words and the meaning of common prefixes, such as un- or pre-.	8.LA.1.8.1 A Identify root words and the meaning of common affixes, such as the meaning of un and ful.	9.LA.1.8.1 A Identify root words and the meaning of common affixes.	10.LA.1.8.1 A Identify root words and the meaning of common affixes.	11.LA.1.8.1A Identify root words and the meaning of common affixes.	12.LA.1.8.1 A Identify root words and the meaning of common affixes.	No objectives in Speech.
	K.LA.1.8.2 A Match word meaning in the context in which the word is used (i.e. use picture clues, prompts from spoken words)	1.LA.1.8.2 A Match common antonyms using pictures, objects, signs	2.LA.1.8.2 A Identify words that are common opposites or mean the same (antonyms, synonyms).	3.LA.1.8.2 A Identify words and the concepts of same or opposite in meaning (synonyms, antonyms)	4.LA.1.8.2 A Identify words and the concepts of same or opposite in meaning and same sounds-spelled differently (synonyms, antonyms, homophones)	5.LA.1.8.2 A Use context to define words and words that have multiple meanings.	6.LA.1.8.2 A Use context to define words and words that have multiple meanings.	7.LA.1.8.2 A Identify word and concept differences, involving antonyms, synonyms, and words with multiple meanings.	8.LA.1.8.2 A Identify word and concept differences, involving antonyms, synonyms, and words with multiple meanings.	9.LA.1.8.2 A Use context clues to determine the meaning of words.	10.LA.1.8.2A Use context clues to determine the meaning of words.	11.LA.1.8.2A Use context clues to determine the meaning of words.	12.LA.1.8.2 A Use context clues to determine the meaning of words.	

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IDAHO EXTENDED CONTENT STANDARDS
LANGUAGE ARTS**

Standard 1: Reading Process (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 1.8: Vocabulary and Concept Development <i>(continued from previous page)</i>	K.LA.1.8.3 A Match pictures/objects/ gestures/words and concepts necessary for math, science, social studies and other Kindergarten content area text.	1.LA.1.8.3 A Match pictures/objects/ gestures/words and concepts necessary for math, science, social studies and other Grade 1 content area text.	2.LA.1.8.3 A Match pictures/objects/ gestures/words and concepts necessary for math, science, social studies and other Grade 2 content area text.	3.LA.1.8.3 A Match pictures/objects/ gestures/words and concepts necessary for math, science, social studies and other Grade 3 content area text.	4.LA.1.8.3 A Match pictures/objects/ gestures/words and concepts necessary for math, science, social studies and other Grade 4 content area text.	5.LA.1.8.3 A Match pictures/objects/ gestures/words and concepts necessary for math, science, social studies and other Grade 5 content area text.	6.LA.1.8.3 A Match pictures/objects/ gestures/words and concepts necessary for math, science, social studies and other Grade 6 content area text.	7.LA.1.8.3 A Use pictures/ objects/ gestures/ words necessary to clarify, predict, or expand meaning and concepts.	8.LA.1.8.3 A Identify and/or use words and concepts related to each grade 8 content area.					
		1.LA.1.8.4 A Use personal dictionary of pictures/objects, signs, etc to develop concepts and vocabulary.	2.LA.1.8.4 A Use dictionary materials to develop concepts and vocabulary.	3.LA.1.8.4 A Use dictionary materials to develop concepts and vocabulary.	4.LA.1.8.4 A Use dictionary materials to develop concepts and vocabulary.	5.LA.1.8.4 A Use reference materials to develop vocabulary and meaning of words, e.g. dictionary or thesaurus.	6.LA.1.8.4 A Use reference materials to develop vocabulary and meaning of words, e.g. dictionary or thesaurus.	7.LA.1.8.4 A Use reference materials to develop vocabulary and meaning of words such as dictionary or thesaurus.	8.LA.1.8.4 A Use reference materials to develop vocabulary and meaning of words, such as dictionary or thesaurus.					

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IDAHO EXTENDED CONTENT STANDARDS
LANGUAGE ARTS

Standard 2: Comprehension/Interpretation

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 2.1: Acquire Strategies and Skills for Comprehending Text	K.LA.2.1.1A Identifies text for reading.	1.LA.2.1.1 A Attend to reading for a purpose (e.g. pleasure, information)	2.LA.2.1.1 A Identify the purpose of different kinds of text.	3.LA.2.1.1 A Identify the purpose of different kinds of text.	4.LA.2.1.1 A Identify the purpose of different kinds of text.	5.LA.2.1.1 A Identify the purpose of different kinds of text.	6.LA.2.1.1 A Identify the purpose of different kinds of text.	7.LA.2.1.1 A Identify the purpose or use of various texts.	8.LA.2.1.1 A Interpret facts or events from different kinds of text to demonstrate understanding.	9.LA.2.1.1 A Interpret a single issue from different kinds of text to demonstrate understanding.	10.LA.2.1.1 A Interpret different kinds of text to demonstrate understanding.	11.LA.2.1.1 A Interpret different kinds of text to demonstrate understanding.	12.LA.2.1.1 A Interpret different kinds of text to demonstrate understanding.	No objectives in Speech.
	K.LA.2.1.2 A Match information and/or events in texts to self.	1.LA.2.1.2 A Participate in connecting the information and events in texts to self.	2.LA.2.1.2 A Participate in connecting the information and events in texts to self.	3.LA.2.1.2 A Connect the information and events in texts to self.	4.LA.2.1.2 A Connects cause and effect relationships in text to self.	5.LA.2.1.2 A Connects cause and effect relationships in text.	6.LA.2.1.2 A Connects cause and effect relationships in text.	7.LA.2.1.2 A Connect cause and effect relationships in text to gain meaning.	8.LA.2.1.2 A Identify cause and effect relationship in text.	9.LA.2.1.2 A Identify need for clarification or assistance when reading.	10.LA.2.1.2 A Identify need for clarification or assistance when reading.	11.LA.2.1.2 A Identify need for clarification or assistance when reading.	12.LA.2.1.2 A Identify need for clarification or assistance when reading.	
	K.LA.2.1.3A Identify picture clues, objects, and gestures in context to aid comprehension.	1.LA.2.1.3 A Participate in using picture clues and context to identify a conclusion based on text.	2.LA.2.1.3 A Participate in using picture clues and context to identify a conclusion based on the text.	3.LA.2.1.3 A Use picture clues and context to support a conclusion from text.	4.LA.2.1.3 A Use picture clues and context to support a conclusion from text.	5.LA.2.1.3 A Use picture clues and context to support a conclusion from text.	6.LA.2.1.3 A Use picture clues and context to support a conclusion from text.	7.LA.2.1.3 A Use picture clues and context to draw a conclusion or form an opinion.	8.LA.2.1.3 A Use picture clues and context to draw a conclusion or form an opinion.	9.LA.2.1.3 A Create a simple outline, notes, chart, and/or diagram (Use simple templates).	10.LA.2.1.3 A Use simple outlines, notes, charts, and/or diagrams to aid in comprehension.	11.LA.2.1.3 A Use picture clues and context to comprehend text.	12.LA.2.1.3 A Use picture clues and context to comprehend text.	
Goal 2.2: Acquire Skills to Comprehend Expository Text	K.LA.2.2.1 A Participate in identify pictures, objects, gestures, or words for topics in expository text that is heard or read.	1.LA.2.2.1 A Identify a topic of expository text that is heard or read.	2.LA.2.2.1 A Identify a main idea in expository text that is heard or read.	3.LA.2.2.1 A Identify cause-effect and descriptions in expository text.	4.LA.2.2.1 A Identify between facts and opinions in expository text.	5.LA.2.2.1 A Identify details in expository text to support comprehension.	6.LA.2.2.1 A Identify various structures of expository text.	7.LA.2.2.1 A Identify various structures of expository text.	8.LA.2.2.1 A Identify various structures of expository text.	9.LA.2.2.1 A Identify the main idea in informational text, e.g. newspapers, articles, speeches.	10.LA.2.2.1 A Identify and sequence information or procedures from informational text.	11.LA.2.2.1 A Identify the main idea in informational text, e.g. promotional literature	12.LA.2.2.1 A Identify the main idea in informational text, e.g. policies , speeches	No objectives in Speech.
	K.LA.2.2.2A Respond to yes/no question based on: fact in an expository text, heard or read.	1.LA.2.2.2 A Respond to yes/no question based on: who, what, when, where, how, why in expository text that is heard or read.	2.LA.2.2.2 A Respond to yes/no question based on: who, what, when, where, how, why in expository text that is heard or read.	3.LA.2.2.2 A Respond to yes/no question based on: who, what, when, where, how, why in expository text that is heard or read.	4.LA.2.2.2 A Respond to yes/no question based on: how, why or what –if in expository text that is heard or read.	5.LA.2.2.2 A Respond to yes/no question based on: who, what, when, where, how, why in expository text that is heard or read.	6.LA.2.2.2 A Respond to yes/no question based on: how, why or what –if in expository text that is heard or read.	7.LA.2.2.2 A Respond to yes/no question based on: how, why or what –if in expository text that is heard or read.	8.LA.2.2.2 A Respond to yes/no question based on: how, why or what –if in expository text.	9.LA.2.2.2 A Identifies the purpose of a simple communication formats (e.g. letters, directions, websites, etc)	10.LA.2.2.2 A Identifies the purpose of a simple communication formats (e.g. letters, directions, websites, etc)			

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Goal 2.2: Acquire Skills to Comprehend Expository Text <i>(continued from previous page)</i>	K.LA.2.2.3 A Sequence two pieces of information from expository text using pictures or object clues.	1.LA.2.2.3 A Identify and sequence information from expository text using pictures or object clues.	2.LA.2.2.3 A Identify and sequence information from expository text using pictures or object clues to retell.	3.LA.2.2.3 A Identify and sequence details from expository text using pictures or object clues to retell.	4.LA.2.2.3 A Identify the main idea from expository text using pictures or object clues to retell.	5.LA.2.2.3 A Identify main idea from expository text using pictures or object clues to retell.	6.LA.2.2.3 A Identify facts and details from expository text using pictures or object clues to retell.	7.LA.2.2.3 A Identify the main idea and details from expository text to retell.	8.LA.2.2.3 A Identify the main idea and details from expository text to retell.	9.LA.2.2.3 A Identify between facts and opinions in an argument or claim by an author.	10.LA.2.2.3 A Identify between facts and opinions in an argument or claim by an author.	11.LA.2.2.3 Identify and sequence information from expository text.	12.LA.2.2.3 Identify and sequence information from expository text.	
	K.LA.2.2.4 A Follow single-step directions using clues from pictures, objects, signs, etc.	1.LA.2.2.4 A Follow single-step directions using clues from pictures, objects, signs, etc.	2.LA.2.2.4 A Follow a single written direction.	3.LA.2.2.4 A Follow single and two-step directions (symbols such as pictures/ objects/ graphics/ words).	4.LA.2.2.4 A Follow single and two-step directions (symbols such as pictures/ objects/ graphics/ words).	5.LA.2.2.4 A Follow single and multi-step directions (symbols such as pictures/ objects/ graphics/ words).	6.LA.2.2.4 A Follow single and two-step written directions (symbols such as pictures/ objects/ graphics/ words).	7.LA.2.2.4 A Follow single and multi-step written directions (symbols such as pictures/ objects/ graphics/ words).	8.LA.2.2.4 A Identify the main purpose of a procedure specified in informational text.					
Goal 2.3: Acquire Skills for Comprehending Literary Text	K.LA.2.3.1 A React to a real or imaginary literary story that is heard or read.	1.LA.2.3.1 A Identify whether a story that is heard or read is reality or fantasy.	2.LA.2.3.1 A Identify between fiction and non fiction reading materials.	3.LA.2.3.1 A Identify different genres of literature (fairy tales, poetry).	4.LA.2.3.1 A Identify characteristics of various genres including poetry.	5.LA.2.3.1 A Identify genres of fiction and poems.	6.LA.2.3.1 A Identify genres of fiction and poems and matches a major characteristic of each form.	7.LA.2.3.1 A Demonstrate comprehension of literary text from a variety of genre, including poetry.	8.LA.2.3.1 A Demonstrate comprehension of literary text from a variety of genre.	9.LA.2.3.1 A Demonstrate comprehension of literary text from a variety of genre.	10.LA.2.3.1 A Demonstrate comprehension of literary text from a variety of genre.	11.LA.2.3.1 A Demonstrate comprehension of literary text from a variety of genre and traditions.	12.LA.2.3.1 A Demonstrate comprehension of literary text from a variety of genre and traditions.	No objectives in Speech.

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Goal 2.3: Acquire Skills for Comprehending Literary Text <i>(continued from previous page)</i>				3.LA.2.3.1 A Demonstrate comprehension of literary text.										
	K.LA.2.3.2 A Identify a character in a story that is heard or read.	1.LA.2.3.2 A Identify character(s) in a story that is heard or read.	2.LA.2.3.2 A Identify character(s) in a story that is heard or read.	3.LA.2.3.2 A Identify characters in a story.	4.LA.2.3.2 A Identify characters and their traits within a story heard or read.	5.LA.2.3.2 A Identify characters and their traits and/or actions.	6.LA.2.3.2 A Identify characters and their traits and/or actions.	7.LA.2.3.2A Identify characters and their traits and/or actions.	8.LA.2.3.2 A Identify characters and their traits and/or actions.	9.LA.2.3.2A Identify characters and their traits and/or actions.	10.LA.2.3.2 A Identify characters and their traits and/or actions.	11.LA.2.3.2 A Identify characters and their traits and/or actions.	12.LA.2.3.2 A Identify characters and their traits and/or actions.	
	K.LA.2.3.3A Identify the setting in story that is heard or read.	1.LA.2.3.3A Identify the setting in story that is heard or read.	2.LA.2.3.3A Identify the setting in story that is heard or read.	3.LA.2.3.3A Identify setting of a story.	4.LA.2.3.3 A Identify setting of a story.	5.LA.2.3.3A Identify and describes a setting of a story.	6.LA.2.3.3A Identify and describes a setting of a story.	7.LA.2.3.3 A Identify a setting of a story and its influence on character(s).	8.LA.2.3.3 A Identify a setting of a story and its influence on the meaning of the story.	9.LA.2.3.3 A Identify a setting of a story and its influence on the meaning of the story.				
	K.LA.2.3.4 A Retell the beginning of a story that is heard or read.	1.LA.2.3.4 A Retell the ending of a story that is heard or read.	2.LA.2.3.4 A Retell the basic topic of a story.	3.LA.2.3.4 A Retell a story.	4.LA.2.3.4 A Identify the main idea of a story plot.	5.LA.2.3.4 A Identify the main problem or plot of a story.	6.LA.2.3.4 A Identify the main problem or plot of a story.	7.LA.2.3.4 A Identify the main problem or plot of a story.	8.LA.2.3.4 A Identify the main problem and how it is resolved in a story.					
				3.LA.2.3.5 A Identify who is telling a story.	4.LA.2.3.5 A Identify who is telling a story.	5.LA.2.3.5A Identify the speaker of a story.	6.LA.2.3.5A Identify the speaker of a story.	7.LA.2.3.5 A Identify a story's speaker.	8.LA.2.3.5 A Identify the speaker of a story.	9.LA.2.3.4 A Identify a story's speaker.	10.LA.2.3.3 A Identify a story's speaker.			
				3.LA.2.3.6 A Identify a lesson of a fable or folktale.	4.LA.2.3.6 A Identify a lesson of a fable or folktale.	5.LA.2.3.6A Identify a lesson that is presented in a literary selection.	6.LA.2.3.6A Identify a theme that is presented in a literary selection.	7.LA.2.3.6 A Identify the theme of a story.	8.LA.2.3.6 A Identify the theme of a story.	9.LA.2.3.5 A Identify the theme of a story.	10.LA.2.3.4 A Identify the theme of a story.	11.LA.2.3.3 Identify the theme of a story.	12.LA.2.3.3 Identify the theme of a story.	

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Goal 2.3: Acquire Skills for Comprehending Literary Text <i>(continued from previous page)</i>				3.LA.2.3.7 Identify simple, common idioms.	4.LA.2.3.7 Identify simple, common idioms.	5.LA.2.3.7 A Identify the meaning of a metaphor or idiom.	6.LA.2.3.7 A Identify text that uses simple literary devices such as flashback or foreshadowing	7.LA.2.3.7 A Identify the meaning of a literary devices (e.g., imagery or onomatopoeia)	No objectives at this grade level.	9.LA.2.3.6 A Identify common idioms as figurative speech, i.e., symbolism.	10.LA.2.3.5 A Identify common idioms as figurative speech and imagery, i.e., sound of language.	11.LA.2.3.4 Identify common idioms as figurative speech and imagery, i.e. sound of language.	12.LA.2.3.4 Identify common idioms as figurative speech and imagery, i.e. sound of language.	
								7.LA.2.3.8 A Respond to a style of writing.	No objectives at this grade level.	9.LA.2.3.7 A Identify the author's style based on the elements of a story, eg. Word choice, themes, mood.	10.LA.2.3.6 A Identify the author's style based on the elements of a story, eg. Word choice, themes, mood.	11.LA.2.3.5 A Identify the author's style based on the elements of a story, eg. Word choice, themes, mood.	12.LA.2.3.5 A Identify the author's style based on the elements of a story, eg. Word choice, themes, mood.	

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Standard 3: Writing Process

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 3.1: Acquire Prewriting Skills	K.LA.3.1.1 A Participate with other peers in generating ideas using pre-writing strategies.	1.LA.3.1.1 A Participate with other peers in generating ideas using pre-writing strategies.	2.LA.3.1.1 A Participate in generating ideas using prewriting strategies.	3.LA.3.1.1 A Participate in generating ideas using prewriting strategies.	4.LA.3.1.1 A Participate in generating ideas using prewriting strategies.	5.LA.3.1.1 A Generate ideas using simple, prewriting strategies.	6.LA.3.1.1 A Generate ideas using simple, prewriting strategies.	7.LA.3.1.1 A Generate ideas using simple, prewriting strategies.	8.LA.3.1.1 A Generate ideas using a simple, prewriting strategies.	9.LA.3.1.1 A Generate ideas using simple, prewriting strategies.	10.LA.3.1.1 A Generate ideas using simple, prewriting strategies.	11.LA.3.1.1 A Generate ideas using a variety of prewriting strategies.	12.LA.3.1.1 A Generate ideas using a variety of prewriting strategies.	No objectives in Speech.
	K.LA.3.1.2 A Choose pictures or objects in generating a story idea.	1.LA.3.1.2 A Participate in identifying a main idea.	2.LA.3.1.2 A Participate in identifying the main idea	3.LA.3.1.2 A Participate in identifying the main idea.	4.LA.3.1.2 A Participate in identifying the main idea	5.LA.3.1.2 A Participate in identifying the main idea appropriate to the type of writing.	6.LA.3.1.2 A Participate in identifying the main idea appropriate to the type of writing.	7.LA.3.1.2 A Generate a main idea appropriate to the type of writing.	8.LA.3.1.2 A Generate a main idea appropriate to the type of writing.	9.LA.3.1.2 A Generate a main idea appropriate to a type of writing.	10.LA.3.1.2 A Generate a main idea appropriate to a type of writing.	11.LA.3.1.2 A Generate a main idea and/or supporting details appropriate to a type of writing.	12.LA.3.1.2 A Generate a main idea and/or supporting details appropriate to a type of writing.	
			2.LA.3.1.3 A Participate in using strategies for planning and organizing writing.	3.LA.3.1.3 A Use strategies for planning and organizing writing.	4.LA.3.1.3 A Use strategies for planning and organizing writing.	5.LA.3.1.3 A Use strategies for planning and organizing writing.	6.LA.3.1.3 A Use strategies for planning and organizing writing.	7.LA.3.1.3 A Use strategies for planning and organizing writing.	8.LA.3.1.3 A Use strategies for planning and organizing writing.	9.LA.3.1.3 A Use strategies for planning and organizing writing.)	10.LA.3.1.3 A Use strategies for planning and organizing writing.)	11.LA.3.1.3 A Use strategies for planning and organizing writing.	12.LA.3.1.3 A Use strategies for planning and organizing writing.	
			2.LA.3.1.4 A Identify an appropriate writing format for audience	3.LA.3.1.4 A Select a writing format template for purpose and audience (e.g. graphic organizer, pictures, objects, etc).	4.LA.3.1.4 A Select a writing format template for purpose and audience (e.g. graphic organizer, pictures, objects, etc).	5.LA.3.1.4 A Identify an appropriate writing format for audience.	6.LA.3.1.4 A Identify an appropriate writing format for audience.	7.LA.3.1.4 A Identify an appropriate writing format to match audience or purpose.	8.LA.3.1.4 A Use an appropriate writing format to match audience or purpose.	9.LA.3.1.4 A Use an appropriate writing format to match audience or purpose.	10.LA.3.1.4 A Use an appropriate writing format to match audience and purpose.	11.LA.3.1.4 A Use an appropriate writing format to match audience and purpose.	12.LA.3.1.4 A Use an appropriate writing format to match audience and purpose.	
				3.LA.3.1.5 A Follow set time periods for producing a piece of writing.	4.LA.3.1.5 A Follow set time periods for producing a piece of writing.	5.LA.3.1.5 A Follow set time periods for producing a piece of writing.	6.LA.3.1.5 A Follow set time periods for producing a piece of writing.	7.LA.3.1.5 A Follow set time periods for producing a piece of writing.	8.LA.3.1.5 A Follow set time periods for producing a piece of writing.	9.LA.3.1.5 A Follow set time periods for producing a piece of writing.	10.LA.3.1.5 A Follow set time periods for producing a piece of writing.	11.LA.3.1.5 A Follow set time periods for producing a piece of writing.	12.LA.3.1.5 A Follow set time periods for producing a piece of writing.	
Goal 3.2: Acquire Skills for Writing a Draft	K.LA.3.2.1 A Generated ideas for a writing topic.	1.LA.3.2.1 A Generated ideas for a writing topic.	2.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	3.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	4.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	5.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	6.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	7.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	8.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	9.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	10.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	11.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	12.LA.3.2.1 A Use ideas generated in prewriting to write a draft.	No objectives in Speech.
						5.LA.3.2.2 A Produces a draft with a main idea and supporting details.	6.LA.3.2.2 A Produces a draft with a main idea and supporting details.	7.LA.3.2.2 A Produces a draft with a main idea and supporting details in logical order.	8.LA.3.2.2 A Produces a draft using a template to sequence ideas in logical order.	9.LA.3.2.2 A Produces a draft with a main idea and sequences supporting details.	10.LA.3.2.2 A Produces a draft with a main idea and sequences supporting details.			

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Goal 3.3: Acquire Skills for Revising a Draft	No objectives at this grade level.	1.LA.3.3.1 A With a peer, participate in revising writing.	2.LA.3.3.1 A Revise writing by substituting or retelling text.	3.LA.3.3.1 A Revise draft to enhance meaning.	4.LA.3.3.1A Revise writing to enhance meaning.	5.LA.3.3.1 A Revise writing for clarity and effective sequencing.	6.LA.3.3.1A Revise writing for clarity and effective sequencing.	7.LA.3.3.1 A Revise writing for clarity and effective sequencing.	8.LA.3.3.1 A Revise writing for clarity and effective sequencing.	9.LA.3.3.1 A Revise writing for clarity and effective sequencing.	10.LA.3.3.1 A Revise writing for clarity and effective sequencing.	11.LA.3.3.1 A Revise writing for clarity and effective sequencing.	12.LA.3.3.1 A Revise writing for clarity and effective sequencing.	No objectives in Speech.
			2.LA.3.3.2 A Revise writing by selecting a detail to add to text.	3.LA.3.3.2 A Revise writing by adding to the text.	4.LA.3.3.2 A Revise writing by adding a detail.	5.LA.3.3.2 A Revise writing by adding a detail.	6.LA.3.3.2 A Revise writing by adding a detail.	7.LA.3.3.2 A Revise writing by adding a detail or deleting redundant information.	8.LA.3.3.2 A Revise writing by adding a detail or deleting redundant information.	9.LA.3.3.2 A Revise writing by adding a detail or deleting redundant information.	10.LA.3.3.2 A Revise writing by adding a detail or deleting redundant information.	11.LA.3.3.2 A	12.LA.3.3.2 A	
					4.LA.3.3.3 A Use a transition word to indicate sequence.	5.LA.3.3.3 A Use a transition word to indicate sequence.	6.LA.3.3.3 A Use a transition word to indicate sequence.	7.LA.3.3.3 A Use a transition word to improve organization.	8.LA.3.3.3 A Use a transition word to improve organization.	9.LA.3.3.3 A Use a transition word to improve organization.	10.LA.3.3.3 A Use a transition word to improve organization.	11.LA.3.3.3 A	12.LA.3.3.3A	
				3.LA.3.3.3 A Revise writing by substituting words to clarify meaning.	4.LA.3.3.4 A Revise writing by rearranging words or sentences to clarify meaning.	5.LA.3.3.4 A Revise writing by substituting words to clarify meaning.	6.LA.3.3.4 A Revise writing by substituting words or sentences to enhance style.	7.LA.3.3.4 A Use a variety of sentences to enhance writing style, e.g. exclamations, questions, declarative statements.	8.LA.3.3.4 A Use a variety of sentences to enhance writing style, e.g. exclamations, questions, declarative statements.	9.LA.3.3.4 A Use a variety of sentences to enhance writing style, e.g. exclamations, questions, declarative statements.	10.LA.3.3.4 A Use a variety of sentences to enhance writing style, e.g. exclamations, questions, declarative statements.	11.LA.3.3.4 A	12.LA.3.3.4 A	
				3.LA.3.3.4 A Use a literary model in a piece of writing.	4.LA.3.3.5 A Use a literary model in a piece of writing.	5.LA.3.3.5 A Use a literary model in a piece of writing.	6.LA.3.3.5 A Use a literary model in a piece of writing.	7.LA.3.3.5 A Use a literary model in a piece of writing.	8.LA.3.3.5 A Use a literary model in a piece of writing.	9.LA.3.3.5 A Use a literary model in a piece of writing.	10.LA.3.3.5 A Use a literary model in a piece of writing.	11.LA.3.3.5 A	12.LA.3.3.5 A	
			2.LA.3.3.3 A Participate in strategies to revise writing (e.g. peer or teacher conferences)	3.LA.3.3.5 A Use strategies to guide the revision process.	4.LA.3.3.6 A Use strategies to guide the revision process.	5.LA.3.3.6 A Use strategies to guide the revision process.	6.LA.3.3.6 A Use strategies to guide the revision process.	7.LA.3.3.6 A Conference with others to guide the revision process.	8.LA.3.3.6 A Conference with others to guide the revision process.	9.LA.3.3.6 A Conference with others to guide the revision process.	10.LA.3.3.6 A Conference with others to guide the revision process.	11.LA.3.3.6 A Conference with others to guide the revision process.	12.LA.3.3.6 A Conference with others to guide the revision process.	

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Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 3.4: Acquire Skills for Editing a Draft	No objectives at this level.	1.LA.3.4.1 A With assistance, check draft for errors.	2.LA.3.4.1A With assistance, check draft for errors.	3.LA.3.4.1 A Edit the draft for errors.	4.LA.3.4.1 A Edit the draft for errors.	5.LA.3.4.1 A Edit the draft for errors using common edit marks.	6.LA.3.4.1 A Edit the draft for errors using common edit marks.	7.LA.3.4.1 A Edit for errors using common edit marks.	8.LA.3.4.1 A Edit for errors using common edit marks.	9.LA.3.4.1 A Edit for errors using common edit marks.	10.LA.3.4.1 A Edit for errors using common edit marks.	11.LA.3.4.1A Edit for errors using common edit marks.	12.LA.3.4.1A Edit for errors using common edit marks.	No objectives in Speech.
										9.LA.3.4.2 A Edit for errors.	10.LA.3.4.2 A Edit for errors.	11.LA.3.4.2 A Edit for errors.	12.LA.3.4.2 A Edit for errors.	
Goal 3.5: Acquire Skills to Publish Writing	K.LA.3.5.1 A Publish a draft with assistance.	1.LA.3.5.1 A Publish a draft with assistance.	2.LA.3.5.1 A Publish a draft with assistance.	3.LA.3.5.1 A Publish a draft with assistance.	4.LA.3.5.1 A Publish a draft with assistance.	5.LA.3.5.1 A Publish a piece of writing.	6.LA.3.5.1 A Publish a piece of writing.	7.LA.3.5.1 A Publish a piece of writing for a purpose.	8.LA.3.5.1 A Publish a piece of writing for a purpose and audience.	9.LA.3.5.1 A Publish improved piece of writing.	10.LA.3.5.1 A Publish improved piece of writing.	11.LA.3.5.1 A Publish improved piece of writing.	12.LA.3.5.1 A Publish improved piece of writing.	No objectives in Speech.
	K.LA.3.5.2A Share writing with intended audience.	1.LA.3.5.2A Share writing with intended audience.	2.LA.3.5.2 A Share writing with intended audience.	3.LA.3.5.2 A Share writing with intended audience.	4.LA.3.5.2 A Share writing with intended audience.	5.LA.3.5.2A Share writing with intended audience.	6.LA.3.5.2 A Share writing with intended audience.	7.LA.3.5.2 A Use graphics to convey meaning in a piece of writing.	8.LA.3.5.2 A Use graphics to convey meaning in a piece of writing.	9.LA.3.5.2 A Share writing with intended audience.	10.LA.3.5.2 A Share writing with intended audience.	11.LA.3.5.2 A Share writing with intended audience.	12.LA.3.5.2 A Share writing with intended audience.	
								7.LA.3.5.3 A Use appropriate technology to create a final draft.	8.LA.3.5.3 A Use appropriate technology to create a final draft.	9.LA.3.5.3 A Use appropriate technology to create a final draft.				
									8.LA.3.5.4 A Share writing with intended audience.					

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Standard 4: Writing Applications

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 4.1: Acquire Expressive (Narrative/Creative) Writing Skills	K.LA.4.1.1 A Participate in creating personal experience narratives by dictating, drawing, objects, or writing.	1.LA.4.1.1 A Write and/or share narratives based on personal experience.	2.LA.4.1.1 A Write and/or share narratives based on personal experience.	3.LA.4.1.1 A Write and/or share narratives based on personal experience.	4.LA.4.1.1 A Write and/or share narratives based on personal experience.	5.LA.4.1.1 A Write short narrative that includes a specific action, setting, and/or character(s).	6.LA.4.1.1 A Write and/or share narratives using a standard plot.	7.LA.4.1.1 A Write and/or share narratives based on personal events.	8.LA.4.1.1 A Write and/or share narratives based on specific personal events.	9.LA.4.1.1 A Write and/or share narratives based on another person's experience.	10.LA.4.1.1 A Write and/or share narratives that describe a specific action or feeling.	11.LA.4.1.1 A Write and/or share narratives based on personal experience or another person's experiences.	12.LA.4.1.1 A Write and/or share narratives about personal beliefs.	No objectives in Speech.
	K.LA.4.1.2.A Participate in repeating/ copying simple rhymes, poems, or songs.	1.LA.4.1.2.A Participate in repeating/ copying simple rhymes, poems, or songs.	2.LA.4.1.2 A Copy simple rhymes, poems, or songs.	3.LA.4.1.2 A Write rhymes or poems using a template.	4.LA.4.1.2 A Write expressive works that include precise word choices.	5.LA.4.1.2 A Write expressive works that include sensory details.	6.LA.4.1.2 A Copies expressive text that includes sensory details or figurative language.	7.LA.4.1.2 A Creates simple works that include descriptive words or figurative language.	8.LA.4.1.2 A Creates simple works that include descriptive words or figurative language.	9.LA.4.1.2 A Participates in creating simple rhymes, poems, or songs.	10.LA.4.1.2 A Participates in creating simple rhymes, poems, or songs.	11.LA.4.1.2 A Participates in creating simple rhymes, poems, or songs.	12/LA.4.1.2 A Participates in creating simple rhymes, poems, or songs.	
Goal 4.2: Acquire Expository (Informational/Research) Writing Skills	K.LA.4.2.1A Participate in creating brief communications of real objects or persons by dictating, drawing, objects, or writing.	1.LA.4.2.1 A Participate in creating written communications (e.g., thank you notes, invitations) by dictating, drawing, or writing.	2.LA.4.2.1 A Participate in writing a friendly letter.	3.LA.4.2.1 A Participate in creating a letter by dictating, drawing, or writing.	4.LA.4.2.1 A Write a simple letter and address an envelope.	5.LA.4.2.1 A Write simple technical text.	6.LA.4.2.1 A Write simple technical text that identifies a sequence.	7.LA.4.2.1 A Compose text that identifies a sequence of activities or processes.	8.LA.4.2.1 A Compose text that identifies a sequence of activities or processes.	9.LA.4.2.1A Compose expository text on a main idea that includes a beginning, middle, and ending paragraphs.	10.LA.4.2.1 A Compose expository text on a main idea that includes a beginning, middle, and ending paragraphs.	11.LA.4.2.1 A Compose expository text on a main idea that includes a beginning, middle, and ending paragraphs.	12.LA.4.2.1 A Compose expository text on a main idea that includes a beginning, middle, and ending paragraphs.	No objectives in Speech.
		1.LA.4.2.2 A Participate in writing brief observations of real objects, persons, or events.	2.LA.4.2.2 A Participate in writing brief observations of real objects, persons, or events.	3.LA.4.2.2 A Participate in writing brief observations of real objects, persons, places, or events.	4.LA.4.2.2 A Participate in writing a report that includes a main idea and facts about a topic.	5.LA.4.2.2 A Participate in writing a report that includes a main idea and facts about a topic.	6.LA.4.2.2 A Participate in writing brief observations of events or processes.	7.LA.4.2.2 A Participate in writing a brief research report with main idea and 2 details compiled through a research process.	8.LA.4.2.2 A Compose expository text on a main idea that includes a beginning, middle, and ending paragraphs.	9.LA.4.2.2 A Participate in writing a brief research report with main idea and 3 details compiled through a research process.	10.LA.4.2.2 A Compose a brief research report with main idea and 3 details compiled through a research process.	11.LA.4.2.2 A Compose a brief research report with main idea and 3 details compiled through a research process.	12.LA.4.2.2 A Compose a brief research report with main idea and 3 details and document a source compiled through a research process.	

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Standard 4: Writing Applications (continued)

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Goal 4.2: Acquire Expository (Informational/Research) Writing Skills <i>(continued from previous page)</i>										9.LA.4.2.3 A Compose text that identifies a sequence of activities or processes.	10.LA.4.2.3 A Write job applications.	11.LA.4.2.3 A Compose text that identifies a sequence of activities or processes.	12.LA.4.2.3 A Compose text that identifies a sequence of activities or processes.	
Goal 4.3: Acquire Persuasive Writing Skills					4.LA.4.3.1 A Write a persuasive statement to support a position.	5.LA.4.3.1 A Write a persuasive statement to support a position.	6.LA.4.3.1 A Write a persuasive statement to support a position.	7.LA.4.3.1 A Write a persuasive statement to support a position.	8.LA.4.3.1 A Write a persuasive statement to support a position.	9.LA.4.3.1 A Write a persuasive statement to support a position.	10.LA.4.3.1 A Write a persuasive statement to support a position.	11.LA.4.3.1 A Write a persuasive statement to refute a position.	12.LA.4.3.1 A Write a persuasive statement to refute a position.	No objectives in Speech.

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Standard 4: Writing Applications (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 4.4: Acquire Skills for Literary Response	K.LA.4.4.1 A Participate in writing or drawing a personal response to literary selections.	1.LA.4.4.1 A Participate in writing or drawing a personal response to literary selections.	2.LA.4.4.1 A Participate in writing or drawing a response to literary selections.	3.LA.4.4.1 A Participate in writing (drawing, pictures, objects) a personal response that identifies a text connection.	4.LA.4.4.1 A Participate in writing (drawing, pictures, objects) a personal response that identifies a text connection.	5.LA.4.4.1 A Participate in writing (drawing, pictures, objects) responses to literary selections.	6.LA.4.4.1 A Participate in writing (drawing, pictures, objects) a response to literary selections.	7.LA.4.4.1 A Participate in writing (drawing, pictures, objects) a response to literary selections.	8.LA.4.4.1 A Identify an author's style.	9.LA.4.4.1 A Participate in writing (drawing, pictures, objects) a response to literary selections.	10.LA.4.4.1 A Participate in writing (drawing, pictures, objects) a response to literary selections.	11.LA.4.4.1 A Participate in writing (drawing, pictures, objects) a response to literary selections.	12.LA.4.4.1 A Participate in writing (drawing, pictures, objects) a response to literary selections.	No objectives in Speech.
	K.LA.4.4.2 A Respond to text read aloud.	1.LA.4.4.2 A Respond about a character from text read aloud.	2.LA.4.4.2 A Respond about a character or main idea from text read aloud.	3.LA.4.4.2 A Participate in writing responses to the plot of literary selections.	4.LA.4.4.2 A Participate in writing responses to the plot of literary selections.	5.LA.4.4.2 A Participate in writing responses to literature that identifies the plot.	6.LA.4.4.2 A Participate in writing responses to literature that identifies the purpose of a selection.	7.LA.4.4.2 A Compose a short summary of a literary selection with beginning, middle, and end.	8.LA.4.4.2 A Participate in writing or drawing a response to an author's style.	9.LA.4.4.2 A Respond to literature that demonstrates awareness to a variety of writing styles.	10.LA.4.4.2 A Respond to literature that demonstrates awareness to a variety of writing styles.	11.LA.4.4.2 A Respond to literature that demonstrates awareness to a variety of writing styles.	12.LA.4.4.2 A Respond to literature that demonstrates awareness to a variety of writing styles.	

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Standard 5: Writing Components

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 5.1: Acquire Handwriting Skills	K.LA.5.1.1 A Produce legible upper or lower case letters of the alphabet.	1.LA.5.1.1 A Produce legible writing.	2.LA.5.1.1 A Produce legible writing.	3.LA.5.1.1 A Write fluently and legibly.	4.LA.5.1.1 A Write fluently and legibly.	5.LA.5.1.1 A Write fluently and legibly.	6.LA.5.1.1 A Write fluently and legibly.	7.LA.5.1.1 A Write fluently and legibly.	8.LA.5.1.1 A Write fluently and legibly.	9.LA.5.1.1 A No objectives at this grade level.	10.LA.5.1.1 A No objectives at this grade level.	11.LA.5.1.1 A No objectives at this grade level.	12.LA.5.1.1 A No objectives at this grade level.	No objectives in Speech.
Goal 5.2: Acquire Spelling Skills	K.LA.5.2.1 A Participate in spelling first name.	1.LA.5.2.1 A Participate in spelling first name.	2.LA.5.2.1 A Demonstrate spelling skills with high frequency words.	3.LA.5.2.1 A Demonstrate spelling skills with high frequency words.	4.LA.5.2.1 A Demonstrate spelling skills with high frequency words.	5.LA.5.2.1 A Demonstrate spelling skills with high frequency words.	6.LA.5.2.1 A Demonstrate spelling skills with high frequency words.	7.LA.5.2.1 A Demonstrate spelling skills with high frequency words and content area words.	8.LA.5.2.1 A Demonstrate spelling skills with high frequency words and content area words.	9.LA.5.2.1 A No objectives at this grade level.	10.LA.5.2.1 A No objectives at this grade level.	11.LA.5.2.1 A No objectives at this grade level.	12.LA.5.2.1 A No objectives at this grade level.	No objectives in Speech.
	K.LA.5.2.2 A Participate in invented spelling.	1.LA.5.2.2 A Participate in invented spelling.	2.LA.5.2.2 A Spell simple, phonetically regular words with common spelling patterns.	3.LA.5.2.2 A Spell simple, phonetically regular words with common spelling patterns.	4.LA.5.2.2 A Spell simple, phonetically regular words with common spelling patterns.	5.LA.5.2.2 A Spell simple, phonetically regular words with common spelling patterns.	6.LA.5.2.2 A Spell simple, phonetically regular words with common spelling patterns.	7.LA.5.2.2 A Spell simple, phonetically regular words with common spelling patterns.	8.LA.5.2.2 A Spell simple, phonetically regular multisyllabic words with common spelling patterns.					
			2.LA.5.2.3 A Apply spelling rules to spell words correctly or identify words spelled accurately.	3.LA.5.2.3 A Apply spelling rules to spell words correctly or identify words spelled accurately.	4.LA.5.2.3 A Apply spelling rules to spell words correctly or identify words spelled accurately.	5.LA.5.2.3 A Apply spelling rules to spell words correctly or identify words spelled accurately.	6.LA.5.2.3 A Apply spelling rules to spell words correctly or identify words spelled accurately.	7.LA.5.2.3 A Apply spelling rules to spell words correctly or identify words spelled accurately.	8.LA.5.2.3 A Apply spelling rules to spell words correctly or identify words spelled accurately.					
Goal 5.3: Acquire Skills for Sentence Structure	K.LA.5.3.1 A Use pictures, words, or symbols to express a complete thought.	1.LA.5.3.1 A Use pictures, words, or symbols to express a complete thought.	2.LA.5.3.1 A Use pictures, words, or symbols to express a complete thought.	3.LA.5.3.1 A Use pictures, words, or symbols to express a complete thought.	4.LA.5.3.1 A Use pictures, words, or symbols to express a complete thought.	5.LA.5.3.1 A Use pictures, words, or symbols to express a complete thought.	6.LA.5.3.1 A Use pictures, words, or symbols to express a complete thought with subject and verb.	7.LA.5.3.1 A Use pictures, words, or symbols to express different types of sentences (exclamatory, declarative, interrogative, imperative).	8.LA.5.3.1 A Use pictures, words, or symbols to express different structures of sentences (simple and compound).	9.LA.5.3.1 A Use pictures, words, or symbols to express varied sentence types.	10.LA.5.3.1 A Use pictures, words, or symbols to express varied sentence types.	11.LA.5.3.1 A Use pictures, words, or symbols to express varied sentence types.	12.LA.5.3.1 A Use pictures, words, or symbols to express varied sentence types.	No objectives in Speech.
		1.LA.5.3.2 A Identify nouns or verbs.	2.LA.5.3.2 A Identify noun and verb agreement.	3.LA.5.3.2 A Use past and present verb tenses, including irregular verbs.	4.LA.5.3.2 A Identify: • future verb tenses • adjectives • personal pronouns	5.LA.5.3.2 A Use correctly: • future verb tenses • adjectives • personal pronouns	6.LA.5.3.2 A Use correctly: • future verb tenses • adjectives • personal pronouns • conjunctions	7.LA.5.3.2 A Use correctly: • future verb tenses • adjectives • personal pronouns • conjunctions	8.LA.5.3.2 A Use correctly: • future verb tenses • adjectives • personal pronouns • conjunctions	9.LA.5.3.2 A Edit for fluency in writing.	10.LA.5.3.2 A Edit for fluency in writing.	11.LA.5.3.2 A Edit for fluency in writing.	12.LA.5.3.2 A Edit for fluency in writing.	

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Standard 5: Writing Components (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 5.4: Acquire Skills for Using Conventions	K.LA.5.4.1 A Identify capital letter for use in first name.	1.LA.5.4.1 A Demonstrate use of capitalization skill with a first name.	2.LA.5.4.1 A Demonstrate use of capitalization skills: names	3.LA.5.4.1 A Demonstrate use of capitalization skills: holidays	4.LA.5.4.1 A Demonstrate use of capitalization skills: places	5.LA.5.4.1 A Demonstrate use of capitalization skills.	6.LA.5.4.1 A Demonstrate use of capitalization skills.	7.LA.5.4.1 A Demonstrate use of capitalization skills.	8.LA.5.4.1 A Demonstrate use of capitalization skills.	9.LA.5.4.1 A Demonstrate use of pronouns, subject/verb agreement, verb tenses, and adjectives in simple and compound sentences.	10.LA.5.4.1 A Demonstrate use of pronouns, subject/verb agreement, verb tenses, and adjectives in writing simple and compound sentences.	11.LA.5.4.1 A Demonstrate use of pronouns, subject/verb agreement, verb tenses, and adjectives in writing simple and compound sentences.	12.LA.5.4.1 A Demonstrate use of pronouns, subject/verb agreement, verb tenses, and adjectives in writing simple and compound sentences.	No objectives in Speech.
		1.LA.5.4.2 A Identify end marks in simple sentences.	2.LA.5.4.2 A Identify use of punctuation skills: period and question mark	3.LA.5.4.2 A Demonstrate use of punctuation skills: Commas in dates, addresses, or letters	4.LA.5.4.2 A Demonstrate use of punctuation skills: comma in a direct address ("Dear John,")	5.LA.5.4.2 A Demonstrate use of punctuation skills (e.g. period, question mark, colon, quotation marks).	6.LA.5.4.2 A Demonstrate use of punctuation skills (e.g. quotation marks in dialogue).	7.LA.5.4.2 A Demonstrate use of punctuation skills (e.g. parentheses or commas in lists)	8.LA.5.4.2 A Demonstrate use of punctuation skills (e.g. parentheses or commas)	9.LA.5.4.2 A Demonstrate use of punctuation and capitalization skills.	10.LA.5.4.2 A Demonstrate use of punctuation and capitalization skills.	11.LA.5.4.2 A Demonstrate use of punctuation and capitalization skills.	12.LA.5.4.2 A Demonstrate use of punctuation and capitalization skills.	

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Standard 6: Communication

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 6.1: Acquire Listening Skills	K.LA.6.1.1A Demonstrate simple listening skills using eye contact and maintaining attention to speaker.	1.LA.6.1.1 A Demonstrate effective and appropriate listening skills using eye contact and maintaining attention to speaker.	2.LA.6.1.1 A Demonstrate effective and appropriate listening skills to obtain information or to enjoy.	3.LA.6.1.1 A Listen to acknowledge the purpose or purposes of listening (e.g., to obtain information, to solve problems, or to enjoy).	4.LA.6.1.1 A Listen to distinguish between a speaker's opinion and facts.	5.LA.6.1.1 A Listen to interpret a speaker's verbal messages.	6.LA.6.1.1 A Listen in order to briefly summarize information.	7.LA.6.1.1 A Develop appropriate interpersonal listening skills (e.g., eye contact, body language).	8.LA.6.1.1 A Listen to gain information from a variety of electronic or live sources.	Objectives included in Grade 9-12 Speech.	Objectives included in Grade 9-12 Speech.	Objectives included in Grade 9-12 Speech.	Objectives included in Grade 9-12 Speech.	9-12.Spch.6.1.1 Assess how language and delivery affect the mood and tone of oral communication and make an impact on the audience.
	K.LA.6.1.2A Listen for specific answers in order to respond to questions.	1.LA.6.1.2 A Listen for specific answers in order to respond to questions.	2.LA.6.1.2 A Listen for specific answers in order to respond to questions.	3.LA.6.1.2 A Listen for answers to specific questions from information presented orally.	4.LA.6.1.2 A Listen and respond to similarities and differences in various oral presentations.	5.LA.6.1.2 A Listen and responds to symbolic expressions with evidence and examples.	6.LA.6.1.2 A Listen attentively and respond to the speaker's verbal communication (e.g., word choice, pitch, feeling, and tone) and the nonverbal message (e.g., posture and gesture).	7.LA.6.1.2 A Listen to determine the speaker's feeling toward the subject.	8.LA.6.1.2 A Listen to determine whether the speaker has presented slanted or biased material.					9-12.Spch.6.1.2 Summarize a speaker's purpose and point of view and ask questions concerning the speaker's content, delivery, and attitude toward the subject.
	K.LA.6.1.3 Listen to understand and follow one step spoken directions.	1.LA.6.1.3 A Listen and follow one and two-step oral directions.	2.LA.6.1.3 A Listen and follow one and two-step oral directions.	3.LA.6.1.3 A Listen and follow simple oral directions.			6.LA.6.1.3A Listen to identify the emotion conveyed in oral communications.	7.LA.6.1.3 A Listen attentively to make decisions about purpose and content of verbal communication and nonverbal cues.						9-12.Spch.6.1.3 Draw conclusions about the ideas under discussion and support those conclusions with convincing evidence.
														9-12.Spch.6.1.4 Evaluate the clarity, quality, effectiveness, and general coherence of a speaker's important points, arguments, evidence, organization of ideas, delivery, choice of words, and use of language.

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Standard 6: Communication (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 6.1: Acquire Listening Skills (continued from previous page)	K.LA.6.1.4 A Listen to gain information from others.	1.LA.6.1.4 A Listen to gain information from others.	2.LA.6.1.4 A Listen to gain information from others.	3.LA.6.1.4 A Listen to repeat information from a variety of sources.	4.LA.6.1.3 A Listen to gain information from a variety of sources.	5.LA.6.1.3 A Listen to gain information from a variety of sources.	6.LA.6.1.4 A Listen to gain information from a variety of sources.	7.LA.6.1.4 A Listen to acquire and summarize information from a source.						9-12.Spch.6.1.5 Analyze the types of arguments used by a speaker (e.g., argument by causation, analogy, authority, emotion, and logic).
Goal 6.2: Acquire Speaking Skills	K.LA.6.2.1 A Share information and ideas in complete thoughts.	1.LA.6.2.1 A Ask questions.	2.LA.6.2.1 A Ask questions about stories.	3.LA.6.2.1 A Ask questions about stories.	4.LA.6.2.1 A Ask questions and respond to questions.	5.LA.6.2.1 A Ask questions to seek information.	6.LA.6.2.1 A Ask questions to acquire information.	7.LA.6.2.1 A Ask questions to elicit information from a speaker.	8.LA.6.2.1 A Paraphrase a speaker's point of view and ask questions concerning the speaker's content and feeling toward the subject.	Objectives included in Grade 9-12 Speech.	Objectives included in Grade 9-12 Speech.	Objectives included in Grade 9-12 Speech.	Objectives included in Grade 9-12 Speech.	9-12.Spch.6.2.1 Choose appropriate techniques for developing the introduction and conclusion in a speech, including the use of literary quotations, anecdotes, and references to authoritative sources.
	K.LA.6.2.2 A Name one object that is related to a concept: <ul style="list-style-type: none"> Name the category in which the object belongs. Name a function of the object. Name one attribute. 	1.LA.6.2.2 A Restate a simple one-step direction.	2.LA.6.2.2 A Repeat information that has been shared orally by others.	3.LA.6.2.2 A Repeat information that has been shared orally by others.	4.LA.6.2.2 A Initiate interactions to deliver information about an idea or event.	5.LA.6.2.2 A Initiate interactions to deliver information about an idea or event.	6.LA.6.2.2A Emphasize important information in interactions with others.	7.LA.6.2.2 A Deliver informative presentations that: <ul style="list-style-type: none"> Deliver relevant information about a focused topic. Appeal to the interests of the audience. Use strategies to make the presentation engaging to the audience. 	8.LA.6.2.2 A Deliver oral summaries of articles that: <ul style="list-style-type: none"> Include the main ideas State ideas in own words 					9-12.Spch.6.2.2 Identify and use elements of classical speech forms (e.g., the introduction, transitions, body, conclusion) in formulating rational arguments and applying the art of persuasion and debate.
		1.LA.6.2.3 A Stay on topic when speaking.	2.LA.6.2.3 A Stay on topic when speaking.	3.LA.6.2.3 A Participate in simple oral presentations with a clear focus.	4.LA.6.2.3 A Participate in oral presentations to maintain a clear focus.	5.LA.6.2.3 A Maintain an interaction that has a clear focus.	6.LA.6.2.3 A Organize oral presentations.	7.LA.6.2.3 A Organize oral presentations to maintain a clear focus.	8.LA.6.2.3 A Organize oral presentations to maintain a clear focus.					9-12.Spch.6.2.3 Use props, visual aids, graphs, and electronic media to enhance the appeal and accuracy of presentations.

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Standard 6: Communication (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 6.2: Acquire Speaking Skills <i>(continued from previous page)</i>	K.LA.6.2.3A Participate in reciting short poems, rhymes, and songs.	1.LA.6.2.4 A Recite short poems, rhymes, and songs.	2.LA.6.2.4 A Retell experiences that follow a simple sequence of events.	3.LA.6.2.4 A Retell stories or experiences that follow a simple sequence of events.	4.LA.6.2.4 A Deliver narrative (story) presentations to convey memories about an event or experience.	5.LA.6.2.4 A Use communication system to convey important events and details.	6.LA.6.2.4 A Deliver narrative presentations that include context and a point of view.	7.LA.6.2.4 A Deliver narrative presentations that include sensory details and establish a plot.	8.LA.6.2.4 A Deliver persuasive presentations that: <ul style="list-style-type: none"> • Include a position on the topic. • Differentiate fact from opinion and support arguments with examples 					9-12.Spch.6.2.4 Analyze the occasion and the interests of the audience and choose effective verbal and nonverbal techniques (e.g., voice, gestures, eye contact) for presentations.
	K.LA.6.2.4 A Tell an experience in a 2-step sequence.	1.LA.6.2.5 A Use descriptive words when speaking about people and things.	2.LA.6.2.5 A Communicate at an appropriate pace for the type of communication (e.g., informal discussion, report to the class).	3.LA.6.2.5 A Speak clearly (verbal, sign, augmentative device) at an appropriate pace for the type of communication (e.g., request, refusal, greeting, report to the class, etc).	4.LA.6.2.5 A Engage the audience with appropriate words, facial expressions, or gestures.	5.LA.6.2.5 A Use communication techniques to maintain audience interest.	6.LA.6.2.5 A Use appropriate verbal or nonverbal techniques to maintain audience interest.	7.LA.6.2.5 A Use appropriate verbal or nonverbal techniques to maintain audience interest.	8.LA.6.2.5 A Use appropriate techniques that include effective verbal and non-verbal communication.					9-12.Spch.6.2.5 Use effective and interesting language, including formal expressions for effect, standard English for clarity, and technical language for specificity.
							6.LA.6.2.6 A Deliver oral responses to literature.	7.LA.6.2.6 A Deliver oral response to literature that: <ul style="list-style-type: none"> • Interpret a reading. • Connect personal responses to specific textual references. 	8.LA.6.2.6 A Deliver oral response to literature that: <ul style="list-style-type: none"> • Interpret a reading. • Connect personal responses to specific textual references. 					9-12.Spch.6.2.6 Analyze historically significant speeches to find the rhetorical devices and features that make them memorable.
														9-12.Spch.6.2.7 Deliver narrative presentations that narrate a sequence of events and communicate their significance to the audience.

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Standard 6: Communication (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 6.2: Acquire Speaking Skills <i>(continued from previous page)</i>														
														9-12.Spch.6.2.9 Deliver oral responses to literature that advance a judgment and/or demonstrate a comprehensive understanding of the significant ideas of a work or passage. Support important ideas and viewpoints through accurate and detailed references to the text and to other works.
														9-12.Spch.6.2.10 Deliver persuasive arguments (e.g., evaluation and analysis of problems and solutions, causes and effects) that structure ideas and arguments in a coherent, logical fashion.
														9-12.Spch.6.2.11 Deliver multimedia presentations that incorporate information from a wide range of media.

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Standard 6: Communication (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Grade 9-12 Speech
Goal 6.3: Acquire Viewing Skills	K.LA.6.3.1 A Attend to different media.	1.LA.6.3.1 A Identify the main idea of media presentations.	2.LA.6.3.1 A Demonstrate awareness of different media.	3.LA.6.3.1 A Identify grade appropriate traditional and non-print media as sources of information	4.LA.6.3.1 A Identify similarities in a variety of viewed media.	5.LA.6.3.1 A Utilize different media as sources of entertainment.	6.LA.6.3.1A View media as source for information, entertainment, and persuasion appropriate to grade level.	7.LA.6.3.1A View media as source for information, entertainment, and persuasion appropriate to grade level.	8.LA.6.3.1 A View media, appropriate to grade level, to analyze as source for information, entertainment, and persuasion.	Objectives included in Grade 9-12 Speech.	Objectives included in Grade 9-12 Speech.	Objectives included in Grade 9-12 Speech.	Objectives included in Grade 9-12 Speech.	9-12.Spch.6.3.1 Analyze strategies used by the media to inform, persuade, entertain, and transmit culture (e.g., advertising; stereotyping; visual representations, special effects, language).
					4.LA.6.3.2 A Identify information from graphics, pictures, and charts appropriate to grade level.	5.LA.6.3.2 A Use organizational features in media to access information (e.g. graphics, objects, charts, etc to appropriate grade level)	6.LA.6.3.2 A Demonstrate understanding of graphics, pictures, and charts appropriate to grade level.	7.LA.6.3.2 A Demonstrate understanding of graphics, pictures, and charts appropriate to grade level.	8.LA.6.3.2 A Interpret various ways in which visual image makers (e.g., graphic artists, illustrators, and news photographers) communicate information					9-12.Spch.6.3.2 Analyze the impact of the media on the democratic process (e.g., exerting influence on elections, creating images of leaders, shaping attitudes) at the local, state, and national levels.
	K.LA.6.3.2 A Attend to the main idea of media presentations.	1.LA.6.3.2 A Identify details from media presentations.	2.LA.6.3.2 A Identify main concepts and/or details from information viewed.	3.LA.6.3.2 A Recognize media that focuses personal attention on events and in forming their opinion.	4.LA.6.3.3 A Recognize media that focuses personal attention on events and in forming their opinion.	5.LA.6.3.3 A View media to evaluate and make appropriate choices.	6.LA.6.3.3 A View media to evaluate and make appropriate choices.	7.LA.6.3.3 A View media to evaluate and make appropriate choices.	8.LA.6.3.3 A View media to evaluate and make appropriate choices.					9-12.Spch.6.3.3 Analyze the techniques used in media messages for a particular audience and evaluate their effectiveness.
	K.LA.6.3.3 A Participate in differentiating between real and imaginary in media presentations.	1.LA.6.3.3 A Participate in differentiating between real and imaginary in media presentations.	2.LA.6.3.3 A Participate in differentiating between real and imaginary in media presentations.	3.LA.6.3.3 A Identify an opinion in media presentations.	4.LA.6.3.4 A Identify an opinion in media presentations.	5.LA.6.3.4 A Identify the purpose of verbal communication and non-verbal cues.	6.LA.6.3.4 A Identify the content and purpose of verbal communication and non-verbal cues.	7.LA.6.3.4 A Evaluate the content and purpose of verbal communication and non-verbal cues.	8.LA.6.3.4 A Evaluate the content and purpose of verbal communication and non-verbal cues.					9-12.Spch.6.3.4 Compare and contrast the ways in which media genres (e.g., televised news, news magazines and documentaries, and online information) cover the same event.

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Goal 6.3: Acquire Viewing Skills <i>(continued from previous page)</i>						5.LA.6.3.5 A Use multiple visual tools to produce print or non-print visuals.	6.LA.6.3.5 A Use a variety of resources to produce visuals in order to communicate to an audience.	7.LA.6.3.5 A Use a variety of resources to produce visuals in order to communicate to an audience.	8.LA.6.3.5 A Use a variety of resources to produce visuals that deliver information.					9-12.Spch.6.3.5 Identify the aesthetic appeal of a media presentation and evaluate the techniques used to create the effects.

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Standard 1: Number and Operation

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 1.1: Understand and use numbers.	K.M.1.1.1A Recognize symbolic expressions as numbers	1.M.1.1.1A Indicate recognition of various #'s in environments	2.M.1.1.1A Demonstrate knowledge of the numeration system by counting forward by 1's								
	K.M.1.1.2A Demonstrate 1:1 correspondence	1.M.1.1.2A Communicate and demonstrate physical representations for numbers up to 5.	2.M.1.1.2A Communicate and demonstrate whole numbers in order up to 10	3.M.1.1.1 A Identify whole numbers in order up to 30, using a number line when necessary	4.M.1.1.1A Communicate and demonstrate whole numbers in order up to 50, using a number line or chart when necessary.	5.M.1.1.1 A Communicate and demonstrate whole numbers to 100 and decimal numbers to hundredths.	6.M.1.1.1A Recognize the magnitude of difference between small and large whole numbers.	7.M.1.1.1A Recognize the magnitude of difference between small and large whole numbers and decimals.	8.M.1.1.1 A Recognize the magnitude of difference between small and large fractions.	9.M.1.1.1A Recognize the magnitude of difference between small and large percents.	10.M.1.1.1 A Compare magnitudes and relative magnitudes of whole numbers, decimals, fractions, and percents.
		1.M.1.1.3A Show the symbolic representation of the ones place value.	2.M.1.1.3A Show the symbolic representation of the tens place value.	3.M.1.1.2A Identify place value of numbers through 30	4.M.1.1.2 A Identify place value of numbers through 50.	5.M.1.1.2A Identify place value for whole numbers to 100 and decimal numbers to hundredths.	6.M.1.1.2 A Recognize corresponding common fractions and decimals	7.M.1.1.2A Recognize corresponding common fractions and percents.	8.M.1.1.2 A Identify the parts of a ratio in real world situations	9.M.1.1.2 A Use positive and negative numbers, fractions, decimals, percentages, and ratios in real world situations.	10.M.1.1.2A Use positive and negative numbers, fractions, decimals, percentages, and ratios in real world situations.
	K.M.1.1.3A Identify coins as money	1.M.1.1.4A Sort coins by identity.	2.M.1.1.4 A Identify and demonstrate the value of pennies and nickels	3.M.1.1.3 A Sort coins and one bills by identity and value.	4.M.1.1.3 A Count the value of a collection of pennies nickels and dimes up to \$1.00	5.M.1.1.3A Sort dollar denominations and use whole dollar estimation up to \$10.00					
				3.M.1.1.4 A Recognize commonly used fractions using concrete materials.	4.M.1.1.4A Communicate and demonstrate commonly used fractions with symbolic representations.	5.M.1.1.4A Compare commonly used fractions with symbolic representations					
							6.M.1.1.3A Create a number line with positive numbers.	7.M.1.1.3A Create a number line with positive rational numbers.	8.M.1.1.3 A Identify position of positive rational numbers on a number line.		
					4.M.1.1.5A The student will recognize the value of common coins and the dollar.	5.M.1.1.5A Match simple, equivalent units of measurement in the U.S. Customary system.	6.M.1.1.4A Match basic equivalent decimals and fractions, ie .25 = 1/4	7.M.1.1.4A Recognize exponents as a representation of a very large number.	8.M.1.1.4A Recognize exponents as a representation of a very large number.	9.M.1.1.3 A Recognize exponents as a representation of a very large number.	10.M.1.1.3A Recognize exponents as a representation of a very large number.
										9.M.1.1.4A	10.M.1.1.4A

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Standard 1: Number and Operation (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 1.1: Understand and use numbers. (continued from previous page)						5.M.1.1.6 A Use repeated addition to demonstrate prime numbers in multiplication.	6.M.1.1.5 A Use repeated addition to demonstrate prime numbers or factorization in multiplication.	7.M.1.1.5 A Use repeated addition models to match the Least Common Multiple (LCM) and the Greatest Common Factor (GCF).	8.M.1.1.5 A Use repeated addition models to demonstrate primes, composites, prime factorization, LCM, or GCF.	9.M.1.1.5 A Solve problems using repeated addition in multiplication with prime numbers, factors and multiples.	10.M.1.1.5A Solve problems using repeated addition in multiplication with prime numbers, factors and multiples.
	K.M.1.1.4A Identify a problem that can be solved.	1.M.1.1.5 Given options, match the appropriate solution to solve a problem.	2.M.1.1.5 A Demonstrate the ability to solve simple problems.	3.M.1.1.5 A Recognize and demonstrate the appropriate problem solving strategy to solve problems.	4.M.1.1.6A Choose appropriate application to solve a problem.	5.M.1.1.7A Choose appropriate application to solve a problem.	6.M.1.1.6 A Recognize and demonstrate the appropriate problem solving strategy to solve a multi-step problem.	7.M.1.1.6A Identify pertinent information needed to solve a one-step problem.	8.M.1.1.6 A Identify pertinent information needed to solve a multi-step problem.		
							6.M.1.1.7 A Identify positive and negative numbers in real-world situations.	7.M.1.1.7 A Identify positive and negative numbers in real-world situations	8.M.1.1.7 A Identify positive and negative numbers in real-world situations		
	K.M.1.1.5A Attend to appropriate math vocabulary terms, i.e. more, less, next, first.	1.M.1.1.6A Attend to appropriate math vocabulary terms.	2.M.1.1.6A Attend to appropriate math vocabulary terms.	3.M.1.1.6 A Recognize appropriate math vocabulary terms.	4.M.1.1.7A Recognize appropriate vocabulary.	5.M.1.1.8 A Recognize appropriate vocabulary.	6.M.1.1.8 A Use appropriate vocabulary.	7.M.1.1.8 A Use appropriate vocabulary.	8.M.1.1.8 A Use appropriate vocabulary.	9.M.1.1.6 A Use appropriate vocabulary.	10.M.1.1.6A Use appropriate vocabulary.
Goal 1.2: Perform computations accurately.	K.M.1.2.1A Demonstrate knowledge of the concept more or less	1.M.1.2.1 A Use objects, pictures, or symbolic systems to explore addition or subtraction	2.M.1.2.1A Use objects, pictures, or symbolic systems to solve addition or subtraction problems to 10	3.M.1.2.1 A Use objects, pictures, or symbolic systems to solve addition or subtraction problems to 18	4.M.1.2.1A Explore single digit multiplication for 1's – 5's through symbolic concrete systems	5.M.1.2.1A Explore single digit multiplication for 1's – 10's through symbolic concrete systems	6.M.1.2.1A Introduce the use of a multiplication chart to solve multiplication and division problems.	7.M.1.2.1 A Match common equivalent fractions, decimals, and percents i.e. half (1/2, .50 or 50%)	8.M.1.2.1A Match common equivalent fractions, decimals, and percents i.e. halves, fourths, and tenths.		
		1.M.1.2.2 A Count two groups of objects, pictures or symbolic system to identify total quantity up to five.	2.M.1.2.2 A Count two groups of objects, pictures or symbolic system to identify total quantity up to ten.	3.M.1.2.2 A Explore adding and subtracting with regrouping using manipulatives.	4.M.1.2.2 A Add and subtract whole numbers, with or without the use of manipulatives.	5.M.1.2.2 A Identify numbers with decimals have a part of a whole, e.g. money using coins and dollars	6.M.1.2.2 A Add, subtract, multiple, or divide single digit whole numbers or simple decimals, with or without the use of a calculator or manipulatives.	7.M.1.2.2 A Add, subtract, multiple or divide single digit whole numbers or positive integers, with or without the use of a calculator or manipulatives.	8.M.1.2.2 A Add, subtract, multiple, and divide rational numbers, with or without the use of a calculator or manipulatives.		
			2.M.1.2.3A Count three groups of objects, pictures or symbolic system to identify total quantity up to five.	3.M.1.2.3A Count three groups of objects, pictures or symbolic system to identify total quantity up to ten.							
		1.M.1.2.3A Recognize the concept of subtraction (less) using concrete objects, pictures, or symbols.	2.M.1.2.4 A Use manipulatives for adding/subtracting.	3.M.1.2.4 A Explore multiplication through the manipulation of adding repeated sets	4.M.1.2.3 A Explore multiplication through the manipulation of adding repeated sets and division by separating sets into equal parts	5.M.1.2.3 A Explore division through the manipulation of dividing a whole into repeated equal sets		7.M.1.2.3 A Recognize models of multiples as exponents, i.e. using concrete objects, pictures or student preferred items, use a tray to count multiples of equal groups.	8.M.1.2.3A Recognize models of multiples as exponents, i.e. using concrete objects, pictures or student preferred items, use a tray to count multiples of equal groups.		
					4.M.1.2.4 A Identify that "a whole" can be divided to create "smaller pieces" and the pieces can be added to create a whole again.	5.M.1.2.4 A Recognize common small pieces or fractions to fourths can be subtracted from the whole.					

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Standard 1: Number and Operation (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 1.2: Perform computations accurately. <i>(continued from previous page)</i>					4.M.1.2.5 A Demonstrate knowledge to add a collection of dollars using the decimal point symbol						
						5.M.1.2.5A Solve single addition and subtraction problems that include parentheses, using calculator or manipulatives if necessary.	6.M.1.2.3 A Solve single digit addition and subtraction problems using an order of operations, with or without calculators or manipulatives	7.M.1.2.4 A Solve single digit addition and multiplication problems that include parentheses, using calculator or manipulatives if necessary.	8.M.1.2.4A Solve single digit addition, subtraction and multiplication problems using an order of operations, with or without calculator or manipulatives.	9.M.1.2.1 A Solve single digit addition, subtraction and multiplication problems with rational numbers, using an order of operations, with or without calculator or manipulatives.	10.M.1.2.1 A Solve single digit addition, subtraction and multiplication problems with rational numbers, using an order of operations, with or without calculator or manipulatives.
				3.M.1.2.5 A Use concrete objects or symbolic systems to solve addition and subtraction problems	4.M.1.2.6 A Use concrete objects or symbolic systems to solve addition and subtraction problems	5.M.1.2.6A Use concrete objects, symbolic systems or calculator to solve addition or subtraction problems	6.M.1.2.4 A Use concrete objects, symbolic systems or calculator to solve addition or subtraction problems	7.M.1.2.5 A Use concrete objects, symbolic systems or calculator to solve addition or subtraction problems	8.M.1.2.5 A Use concrete objects, symbolic systems or calculator to solve addition or subtraction problems		
				3.M.1.2.6 A Select appropriate operations to solve one step addition or subtraction word or symbolic problems.	4.M.1.2.7A Select appropriate operations to solve one step addition or subtraction word or symbolic problems	5.M.1.2.7A Use a variety of strategies to solve real life problems.	6.M.1.2.5A Use a variety of strategies to solve real life problems.	7.M.1.2.6 A Use a variety of strategies to solve real life problems.	8.M.1.2.6 A Use a variety of strategies to solve real life problems.		
	K.M.1.2.2A Attend to appropriate math vocabulary terms	1.M.1.2.4A Attend to appropriate math vocabulary terms	2.M.1.2.5 A Attend to appropriate math vocabulary terms	3.M.1.2.7 A Recognize appropriate math vocabulary terms	4.M.1.2.8A Recognize appropriate vocabulary.	5.M.1.2.8 A Recognize appropriate vocabulary.	6.M.1.2.6 A Use appropriate vocabulary.	7.M.1.2.7 A Use appropriate vocabulary.	8.M.1.2.7A Use appropriate vocabulary.		
Goal 1.3: Estimate and judge reasonableness of results.	K.M.1.3.1 A Match objects of corresponding size	1.M.1.3.1 A Identifying objects of corresponding size	2.M.1.3.A Estimate a quantity of objects when shown a set of 10.	3.M.1.3.1A Estimate to predict sums and differences.	4.M.1.3.1A Estimate to predict sums and differences	5.M.1.3.1A Estimate to predict results or amounts.	6.M.1.3.1A Estimate to predict results or amounts.	7.M.1.3.1A Use estimation to select a reasonable answer to a real world problem involving whole numbers.	8.M.1.3.1A Use estimation to select a reasonable answer to a real world problem involving whole numbers.		
	K.M.1.3.2 A Attend to quantity or size of objects during estimation activities.	1.M.1.3.2 A Attend to quantity or size of objects during estimation activities.	2.M.1.3.2 A Use estimation skills or determine reasonableness across daily activities.	3.M.1.3.2 A Use estimation to evaluate reasonableness of a sum.	4.M.1.3. A Use estimation skills across daily activities.	5.M.1.3.2A Identify daily activities where estimation is appropriate.	6.M.1.3.2 A Identify daily activities where estimation is appropriate.	7.M.1.3.2 A Identify daily activities where estimation is appropriate.	8.M.1.3.2 A Identify daily activities where estimation is appropriate.	9.M.1.3.1 A Identify daily activities where estimation is appropriate.	10.M.1.3.1 A Identify daily activities where estimation is appropriate.
						5.M.1.3.3.A Determine over and under estimations in daily living activities.	6.M.1.3.3 A Determine over and under estimations in daily living activities.	7.M.1.3.3 A Explore over and under estimation through daily living activities.	8.M.1.3.3 A Explore over and under estimation through daily living activities.	9.M.1.3.2 A Explore over and under estimation through daily living activities.	10.M.1.3.2 A Explore over and under estimation through daily living activities.
				3.M.1.3.3A Investigate the use of a calculator to solve simple problems.	4.M.1.3.3A Investigate the use of a calculator to solve problems	5.M.1.3.4 A Use a calculator to solve problems.	6.M.1.3.4A Use a calculator to solve problems.	7.M.1.3.4 A Use assistive technology to solve problems	8.M.1.3.4A Use assistive technology to solve problems		

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Standard 1: Number and Operation (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 1.3: Estimate and judge reasonableness of results. <i>(continued from previous page)</i>						5.M.1.3.5 A Formulate a guess to a problem.	6.M.1.3.5 A Formulate a guess to a problem.	7.M.1.3.5 A Formulate a guess to a problem and then show why it seems to be true.	8.M.1.3.5A Formulate a guess to a problem and then show why it seems to be true.		
	K.M.1.3.3 A Attend to appropriate vocabulary.	1.M.1.3.3 A Attend to appropriate vocabulary.	2.M.1.3.3A Attend to appropriate vocabulary.	3.M.1.3.4A Recognize appropriate vocabulary.	4.M.1.3.4 A Recognize appropriate vocabulary.	5.M.1.3.6A Recognize appropriate vocabulary.	6.M.1.3.6 A Use appropriate vocabulary.	7.M.1.3.6A Use appropriate vocabulary.	8.M.1.3.6 A Use appropriate vocabulary.		

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Standard 2: Concepts and Principles of Measurement

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 2.1: Understand and use U.S. customary and metric measurements.	K.M.2.1.1A Match sizes of objects (e.g., longer, shorter, larger, smaller).	1.M.2.1.1 A Match sizes of objects given an attribute (e.g., longer, shorter, larger, smaller).	2.M.2.1.1 A Compare objects given and attribute, eg. lengths sizes, weight, time	3.M.2.1.1 A Use appropriate tools or non-standard units to measure length or temperature	4.M.2.1.1A Identify the standard tools to make formal measurements of length, time, temperature, and weight.	5.M.2.1.1A Select the appropriate units and tools to make formal measurements of length, temperature, weight.	6.M.2.1.1A Select and use appropriate units and tools to make formal measurements.	7.M.2.1.1A Select and use appropriate units and tools to make formal measurements.	8.M.2.1.1A Select and use appropriate units and tools to make formal measurements.		
	K.M.2.1.2A Estimate an attribute of an object.	1.M.2.1.2A Estimate an attribute of an object using non-standard units, i.e. as big as..., same size as....	2.M.2.1.2A Estimate time using non-standard or standard units.	3.M.2.1.2 A Estimate time and weight using non-standard or standard units in real world problems.	4.M.2.1.2 A Estimate length, time, weight, and temperature in real-world problems.	5.M.2.1.2A Estimate length, time, weight, and temperature in real-world problems .	6.M.2.1.2 A Estimate length, time, weight, capacity, temperature, or capacity (volume) in real-world problems.	7.M.2.1.2 A Estimate length, time, weight, capacity, temperature, or capacity (volume) in real-world problems.	8.M.2.1.2 A Estimate length, time, weight, capacity, temperature, or capacity (volume) in real-world problems.		
		1.M.2.1.3 A Identify time of day by activity – e.g. morning before school, schooltime, after school, after dinner	2.M.2.1.3 A Identify time of day by activity – e.g. morning before school, schooltime, after school, after dinner	3.M.2.1.3 A Identify time of day by activity – e.g. morning before school, schooltime, after school, after dinner	4.M.2.1.3A Match time to a specific activity (e.g. bell or board schedule)	5.M.2.1.3 A Tell time using a digital or analog clock.					
			2.M.2.1.4 A Select the most appropriate activity given the time of the day.	3.M.2.1.4 A Identify real world problems related to time.	4.M.2.1.4 A Identify real-world problems related to time.	5.M.2.1.4A Identify real world problems related to elapsed time.	6.M.2.1.3 A Identify real world problems related to elapsed time.				
								7.M.2.1.3 A Estimate and understand volume permanence in real world settings, i.e. using manipulatives (ex. rice, water) to explore various shaped containers to estimate volume.	8.M.2.1.3 A Estimate and understand volume permanence in real world settings, i.e. using manipulatives (ex. rice, water) to explore various shaped containers to estimate volume.		
						5.M.2.1.5A Recognize the concept of around (perimeter) for simple polygons, i.e. rectangle and squares.	6.M.2.1.4 A Recognize the concept of around (perimeter and circumference) for simple shapes, i.e. circle, triangle	7.M.2.1.4 A Compare area and perimeter of real world surfaces, e.g. around the room, around the city, around a box or ball.	8.M.2.1.4 A Compare area and perimeter of real world surfaces, e.g. around the room, around the city, around a box or ball	9.M.2.1.1 A Compare area and perimeter of real world surfaces, e.g. around the room, around the city, around a box or ball	10.M.2.1.1 A Compare area and perimeter of real world surfaces, e.g. around the room, around the city, around a box or ball

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Standard 2: Concepts and Principles of Measurement (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	
Goal 2.1: Understand and use U.S. customary and metric measurements <i>(continued from previous page)</i>				3.M.2.1.5 A Identify a unit of measurement within the U.S. customary system or within the metric system.	4.M.2.1.5A Use a unit of measurement within the U.S. customary system or within the metric system.	5.M.2.1.6 A Match equivalent units of measurement within the U.S. customary system	6.M.2.1.5A Identify equivalent units of measurement	7.M.2.1.5 A Identify equivalent units of measurement.	8.M.2.1.5 A Identify equivalent units of measurement			
	K.M.2.1.3A Identify a calendar and how the days of the week are represented.	1.M.2.1.4 AA Identify a calendar and how the days of the week are represented.	2.M.2.1.5 Identify a calendar and how the days of the week are represented.	3.M.2.1.6 A Identify equivalent units of time in days, weeks, or months.	4.M.2.1.6 A Identify how months of the year are presented in a calendar.	5.M.2.1.7 A Use a calendar in daily life activities.						
					4.M.2.1.7 A Match simple, equivalent units of measurement in the U.S. Customary system.	5.M.2.1.8 A Match equivalent units of weight and volume.	6.M.2.1.6 A Identify the location of perimeter and area with rectangles.	7.M.2.1.6 A Calculate simple problems with perimeter or area of rectangles and triangles.	8.M.2.1.6 A Solve problems involving perimeter and area of rectangles.	9.M.2.1.2 A Given a formula, students solve simple problems involving perimeter or area with or without a calculator or manipulatives.	10.M.2.1.2 A Solve problems involving perimeter and area of triangles or rectangles.	
	K.M.2.1.4 A Attend to appropriate vocabulary.	1.M.2.1.5 A Attend to appropriate vocabulary.	2.M.2.1.6 A Attend to appropriate vocabulary.	3.M.2.1.7 A Recognize appropriate vocabulary.	4.M.2.1.8A Recognize appropriate vocabulary.	5.M.2.1.9 A Recognize appropriate vocabulary.	6.M.2.1.7 A Use appropriate vocabulary.	7.M.2.1.7 A Use appropriate vocabulary.	8.M.2.1.7 A Use appropriate vocabulary.			
Goal 2.2: Apply the concepts of rates, ratios, and proportions.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	6.M.2.2.1A Match a concrete representation to a simple ratio, i.e. 1 sandwich to 2 people	7.M.2.2.1A Match a rate (how often) represented in a real world situation, i.e. once a day.	8.M.2.2.1 A Identify ratios in real world situations, i.e. 2 boys to 1 girl in the class.	9.M.2.2.1 A Identify proportions in real world situations, ie. size, number or amount of an object or group compared to another	10.M.2.2.1A Recognize rates, ratios, or proportions, in real world situations.
								7.M.2.2.2 A Apply a rate to a real world situation	8.M.2.2.2 A Apply a ratio to a real world situation	9.M.2.2.2 A Apply the concept of a rate to a real world situation	10.M.2.2.2 A Apply rates, ratios, or proportion to real world situations.	
										9.M.2.2.3 A Identify simple equivalent units of measurements.	10.M.2.2.3 A Identify equivalent units, comparable units, or conversions.	
Goal 2.3: Apply dimensional analysis.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	7.M.2.3.1 A Identify simple dimensions of an object, i.e. height, width, length	8.M.2.3.1 A Match simple measurement units to dimensions, i.e. lbs to weight, feet to height, cups to volume	9.M.2.3.1 A Apply simple measurement units to dimensions in real world applications involving length, area, capacity, weight, time, and temperature.	10.M.2.3.1 A Apply simple measurement units to dimensions in real world applications involving length, area, capacity, weight, time, and temperature.	

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Standard 2: Concepts and Principles of Measurement (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 2.4: Apply appropriate techniques and tools to determine measurements.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	9.M.2.4.1 A Select and use an appropriate measurement tool correctly.	10.M.2.4.1 A Select and use an appropriate measurement tool correctly.
										9.M.2.4.2 A Identify errors in measurement situations, i.e. gallons are measured instead of cups, feet instead of inches.	10.M.2.4.2 A Identify errors in measurement situations, i.e. gallons are measured instead of cups, feet instead of inches.

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Standard 3: Concepts and Language of Algebra and Functions

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 3.1: Use algebraic symbolism as a tool to represent mathematical relationships.		1.M.3.1.1A Express numbers using symbolic expression or a concrete system.	2.M.3.1.1A Express addition & subtraction problems using a concrete system.	3.M.3.1.1A Use concrete objects to symbolize multiple sets that would be reflected in a simple multiplication problem.	4.M.3.1.1 A Express the concept of division using concrete objects or pictures	5.M.3.1.1 A Express the concept of division using concrete objects or pictures	6.M.3.1.1 A Identify a variable as an unknown quantity using a letter or symbol in a simple equation.	7.M.3.1.1 A Use the idea of a variable as an unknown quantity using a letter or symbol in a simple equation.	8.M.3.1.1 A Use the idea of a variable as an unknown quantity using a letter or symbol in simple equations and inequalities.	9.M.3.1.1 A Use the idea of an unknown quantity as a variable in linear equations and inequalities.	10.M.3.1.1A Use the idea of an unknown quantity as a variable in, expressions, linear equations and inequalities.
	K.M.3.1.1A Use concrete objects to symbolize a number or set.	1.M.3.1.2 A Substitute concrete object(s) for the symbolic expression of a number.	2.M.3.1.2A Use concrete objects or pictures to symbolize a number sentence when given an addition word problem.	3.M.3.1.2A Using a geometric shape to represent a missing number, express an addition or subtraction problem with concrete objects, pictures, or numerals.	4.M.3.1.2A Use concrete or symbolic system with a one step addition or subtraction real life problem that represents an unknown number.	5.M.3.1.2A Translate simple word statements into numeric expressions.	6.M.3.1.2A Translate simple word statements into numeric expressions.	7.M.3.1.2 A Translate simple word statements into numeric expressions.	8.M.3.1.2A Translate simple word statements and story problems into numeric expressions		
			2.M.3.1.3 A Show the relationship between addends in fact families using concrete objects or pictures up to sums of 5.	3.M.3.1.3A Express addition or subtraction statements for a fact family given two addends.	4.M.3.1.3A Show the relationship between addition and subtraction in fact families using concrete objects or pictures.	5.M.3.1.3A Show the relationship in fact families for mathematical operations.					
	K.M.3.1.2A Use more or less to indicate wanting to increase or decrease a quantity.	1.M.3.1.3 A Identify sets of concrete objects using vocabulary (less than, more than, equal to, more, less, same, bigger, smaller, etc).	2.M.3.1.4 A Compare objects or pictures using the vocabulary (less than, more than, equal to, more, less, same, bigger, smaller, etc).	3.M.3.1.4 A Compare objects or pictures using the vocabulary or symbols for (<, >, =) to express relationships with quantity.	4.M.3.1.4 Compare objects or pictures using the vocabulary or symbols for (<, >, =) to express relationships with quantity.	5.M.3.1.4 A Compare objects or pictures using vocabulary or symbols of "<," ">," and "=" to express relationships.	6.M.3.1.3 A Identify relationships using vocabulary or symbols of "<," ">," and "=".	7.M.3.1.3 A Identify relationships using vocabulary or symbols of "<," ">," "<="," ">="," "<="," ">="," "<="," ">=".	8.M.3.1.3A Identify relationships using vocabulary or symbols of "<," ">," "<="," ">="," "<="," ">=".		
Goal 3.2: Evaluate algebraic expressions.	No objectives at this grade level.	No objectives at this grade level.	2.M.3.2.1 A Use the commutative property of addition with concrete objects or pictures to solve simple problems (e.g. $3+1=4$ then $1+3=?$).	3.M.3.2.1 A Copy the commutative property of multiplication with products up to 6	4.M.3.2.1 A Solve multiplication problems with the identity and zero property, with concrete objects if necessary.	5.M.3.2.1 A Use the following properties as they relate to addition and multiplication: commutative, identity, or zero	6.M.3.2.1 A Use the following properties in evaluating numerical expressions: commutative, identity, zero, or inverse.	7.M.3.2.1 A Evaluate simple numeric and algebraic expressions using commutative, identity, zero, inverse properties.	8.M.3.2.1 A Evaluate the following properties in evaluating simple algebraic expressions: commutative, identity, zero, or inverse	9.M.3.2.1 A Use appropriate procedures for solving simple algebraic expressions involving variables and rational numbers.	10.M.3.2.1 A Use appropriate procedures to solve a simple algebraic expression involving variables, integers, or rational numbers.
			2.M.3.2.2 A Match corresponding addition problems (e.g., $1 + 2 = 3$, then $2 + 1=3$).	3.M.3.2.2A Identify math problems with the commutative property (e.g., If $1+2 = 3$, then $2+1=3$ or $1 \times 2=2$ or $2 \times 1=2$).			6.M.3.2.2 A Solve simple algebraic expressions.	7.M.3.2.2 A Solve two problems in the order of operations given.	8.M.3.2.2A Solve two problems in the order of operations given.		
									8.M.3.2.3 A Simplify an addition expression.		

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Standard 3: Concepts and Language of Algebra and Functions (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 3.3: Solve algebraic equations and inequalities.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	3.M.3.3.1A Solve missing addend equations, using concrete objects when necessary.	4.M.3.3.1A Solve missing items or addends equations with concrete objects or symbols.	5.M.3.3.1A Solve missing addends or simple factor equations, using concrete objects or a calculator when necessary.	6.M.3.3.1 A Solve one-step equations with whole numbers, using concrete objects or a calculator when necessary.	7.M.3.3.1A Solve one-step equations, using concrete objects or a calculator when necessary.	8.M.3.3.1A Solve one- and two-step equations, such as $(1+2) + (2+2) = ?$	9.M.3.3.1A Use appropriate procedures to solve multi-step equations and inequalities; such as $(1+2) = (5-3)$ or $(2+2)$ does not equal $(2+3)$	10.M.3.3.1 A Use appropriate procedures to solve multi-step equations and inequalities; such as $(1+2) = (5-3)$ or $(2+2)$ does not equal $(2+3)$
									8.M.3.3.2 A Match a math problem with a pictorial representation.	9.M.3.3.2A Match a math problem with a pictorial representation.	10.M.3.3.2 A Match a math problem with a graphical representation.
Goal 3.4: Understand the concept of functions.	K.M.3.4.1 A Attend to a simple repeating pattern (e.g., red, blue, red, blue)	1.M.3.4.1A Replicate a simple repeating pattern (e.g., red, blue, red, blue...)	2.M.3.4.1A Extend a simple repeating pattern (e.g., ABCABC...).	3.M.3.4.1 A Replicate a numerical pattern when given the +1 rule with addition (e.g. 1, 1+1, 2+1, 3+1, 4+1,...)	4.M.3.4.1.A Copy a pattern using whole numbers and the 1+ rule and then extend the pattern.	5.M.3.4.1.A Identify a simple pattern using whole numbers.	6.M.3.4.1.A Identify a simple pattern using whole numbers or fractions as inputs.	7.M.3.4.1.A Extend simple patterns involving rational numbers, including decimals, as inputs.	8.M.3.4.1.A Extend simple patterns and match the rule (function) that generated the pattern using rational numbers.		
							6.M.3.4.2 A Extend whole number patterns, using manipulatives and pictorial representations if needed.				
							6.M.3.4.3. A Identify change in quantity in real world context.	7.M.3.4.2..A Identify when a change in one quantity impacts a change in another quantity.	8.M.3.4.2..A Indicate when a change in one quantity may result in a change in another, and identify the relationship as a positive, negative, or neither.	9.M.3.4.1.A Use appropriate procedures to solve a simple linear equation involving two variables; such as $x + y = 7$	10.M.3.4.1.A Use appropriate procedures to solve a simple linear equation involving two variables; such as $x + y = 7$
	K.M.3.4.A.2 Attend to appropriate vocabulary.	1.M.3.4.2 A Attend to appropriate vocabulary.	2.M.3.4.2 A Attend to appropriate vocabulary.	3.M.3.4.2 A Recognize appropriate vocabulary.	4.M.3.4.2A Recognize appropriate vocabulary.	5.M.3.4.2 A Recognize appropriate vocabulary.	6.M.3.4.4 A Use appropriate vocabulary.	7.M.3.4.3 A Use appropriate vocabulary.	8.M.3.4.3A Use appropriate vocabulary.		

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Standard 3: Concepts and Language of Algebra and Functions (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 3.5: Represent equations, inequalities and functions in a variety of formats.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	7.M.3.5.1 A Identify a graphic or pictorial representation of a set, using concrete manipulatives when necessary.	8.M.3.5.1 A Show a simple graphic or pictorial representation of a set (e.g. inventory)	9.M.3.5.1.A Given graphs, charts, ordered pairs, mappings, or equations, determine whether a relation is a function.	10.M.3.5.1 Given graphs, charts, ordered pairs, mappings, or equations, determine whether a relation is a function.
										9.M.3.5.2 Evaluate functions written in functional notation.	10.M.3.5.2 Evaluate functions written in functional notation.
										9.M.3.5.3 Given a function, identify domain and range.	10.M.3.5.3 Given a function, identify domain and range.
Goal 3.6: Apply functions to a variety of problems.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	5.M.3.6.1 A Use concrete manipulatives to represent a simple rule for a pattern.	6.M.3.6.1 A Use concrete manipulatives to represent a pattern and solve simple problems.	7.M.3.6.1 A Use patterns and linear functions that represent simple problems.	8.M.3.6.1 A Use patterns and mathematical functions to represent a problem.	9.M.3.6.1 A	10.M.3.6.1A
										9.M.3.6.2 A	10.M.3.6.2 A

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Standard 4: Concepts and Principles of Geometry

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 4.1: Apply concepts of size, shape, and spatial relationships.	K.M.4.1.1.A Recognize simple two dimensional shapes - triangle, square, circle	1.M.4.1.1.A Recognize and sort two-dimensional shapes - triangle, square or circle	2.M.4.1.1.A Recognize, name, and sort the two dimensional shapes of triangles, squares, and circles	3.M.4.1.1.A Compare two- and three- dimensional shapes in the environment, and develop vocabulary to describe the attributes.	4.M.4.1.1.A Identify, parallel, intersecting and perpendicular lines, and develop vocabulary to describe the attributes.	5.M.4.1.1.A Identify a polygon and develop vocabulary to describe the attributes.	6.M.4.1.1.A Recognize the difference between a one and to dimensional geometric figures, using their defining properties.	7.M.4.1.1.A Classify one- and two-, dimensional geometric figures, using their defining properties.	8. M. 4.1.1.A Classify one-, two-, and three- dimensional geometric figures, using their defining properties.		
	K.M.4.1.2.A Sort or classify objects.	1.M.4.1.2.A Sort or match objects by more than one attribute.	2. M.4.1.2 A Sort or classify objects by more than one attribute.			5.M.4.1.2.A Identify right or straight angles without formal measures.	6.M.4.1.2.A Identify and copy various angles and shapes using appropriate tools.	7.M.4.1.2.A Select the appropriate tool to draw or measure various angles and shapes.	8.M.4.1.2.A Select the appropriate tool to draw or measure various angles and shapes.		
						5.M.4.1.3.A Identify points, lines, and line segments.	6.M.4.1.3 A Differentiate between a line segment and a point	7.M.4.1.3.A Differentiate between points, lines, rays, and angles.	8.M.4.1.3 A Differentiate between points, lines, rays, and angles.		
				3.M.4.1.2 A Recognize sliding and flipping of two-dimensional shapes.	4.M.4.1.2.A Recognize the results of sliding and flipping two-dimensional shapes.	5.M.4.1.4.A Identify when a two dimensional shape has been flipped or rotated	6.M.4.1.4.A Differentiate between reflections, translations, or rotations on various shapes.	7.M.4.1.4.A Replicate the effects of reflections, translations, or rotations on various shapes.	8.M.4.1.4.A Replicate the effects of reflections, translations, or rotations on various shapes.		
			2.M.4.1.3.A Indicate a line of symmetry.	3.M.4.1.3.A Identify vertical or horizontal lines of symmetry.	4.M.4.1.3.A Identify a line of symmetry in two-dimensional shapes.	5.M.4.1.5.A Match shapes that are congruent, similar, or symmetrical.	6.M.4.1.5.A Arrange shapes to show congruence, similarities, and line symmetry of shapes.	7.M.4.1.5.A Arrange shapes to show congruence, similarities, and line symmetry of shapes.	8.M.4.1.5.A Arrange shapes to show congruence, similarities, and line symmetry of shapes.	9.M.4.1.1.A Arrange shapes to show congruence, similarities, and line symmetry of shapes.	10.M.4.1.1.A Arrange shapes to show congruence, similarities, and line symmetry of shapes.
										9.M.4.1.2.A Compare similarities as it relates to size variations in two-dimensional objects.	10.M.4.1.2.A Compare similarity as it relates to size variations in two- and three- dimensional objects.
					4.M.4.1.4.A Recognize perimeters and areas of rectangles and squares, using concrete objects.	5.M.4.1.6.A Indicate the difference between perimeter and area of a polygon.	6.M.4.1.6.A Recognize the difference in spatial relationships between two- and three-dimensional objects.	7.M.4.1.6.A Recognize the concept of surface area or volume (capacity).	8.M.4.1.6.A Recognize the concept of surface area and volume (capacity).		
	K.M.4.1.3 A Attend to appropriate vocabulary.	1.M.4.1.3A Attend to appropriate vocabulary.	2.M.4.1.4 A Attend to appropriate vocabulary.	3.M.4.1.4 A Recognize appropriate vocabulary	4.M.4.1.5 A Recognize appropriate vocabulary.	5.M.4.1.7 A Recognize appropriate vocabulary.	6.M.4.1.7 A Recognize appropriate vocabulary and symbols.	7.M.4.1.7 A Recognize appropriate vocabulary and symbols.	8.M.4.1.7 A Use appropriate vocabulary and symbols.		

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Standard 4: Concepts and Principles of Geometry (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 4.2: Apply the geometry of right triangles.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	9. M.4.2.1.A Given the Pythagorean Theorem, identify the hypotenuse.	10. M.4.2.1 A Given the Pythagorean Theorem, identify the hypotenuse and the right angle.
Goal 4.3: Apply graphing in two dimensions.	K.M.4.3.1.A Identify the location of an object relative to another (e.g., next to, under, over, behind).	1.M.4.3.1.A Indicate whether a group of objects is more or less than a benchmark number (5 or less)	2.M.4.3.1.A Indicate whether a number is above or below a benchmark (number of 10 or less on a number line.	3.M.4.3.1.A Identify the point of final destination given directions for movement using 1 to 5 on a horizontal positive number line.	4.M.4.3.1.A Identify the point of final destination give directions for movement using 1 to 5 on a vertical positive number line	5. M.4.3.1.A. Identify the difference between a point and a grid.	6.M.4.3.1.A Identify the first quadrant on a coordinate plane.	7.M.4.3.1.A Identify an ordered pair in the first quadrant on a coordinate plane.	8.M.4.3.1.A Identify or plot a point in the first quadrant on a coordinate plane.	9.M.4.3.1.A Locate quadrants, origin or axes on the Cartesian Coordinate System.	10.M.4.3.1.A Locate quadrants, origin or axes on the Cartesian Coordinate System.
										9.M.4.3.2.A Identify the trend with a given scatter plot.	10.M.4.3.2.A Identify the trend with a given scatter plot.
										9.M.4.3.3.A Identify positive or negative slope lines in the first quadrant of a grid.	10.M.4.3.3.A Identify positive and negative slope lines in the first quadrant of a grid.
Goal 4.4: Represent and graph linear relationships.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	9.M.4.4.1.A Create a graph and plot 2 ordered pairs.	10.M.4.4.1.A Create a graph and plot 2 ordered pairs.
										9.M.4.4.2.A Interpret a simple table or graph.	10.M.4.4.2.A Interpret a simple table or graph.
										9.M.4.4.3.A Identify an attribute of a slope or rate of change.	10.M.4.4.3.A
Goal 4.5: Use reasoning skills.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	10.M.4.5.1.A Identify the elements of a story problem to solve a mathematical equation.

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Standard 5: Data Analysis, Probability, and Statistics

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 5.1: Understand data analysis.	K.M.5.1.1.A Identify information from real object graphs or simple pictographs.	1.M.5.1.1.A Identify information found in real object graphs or in pictographs to answer questions.	2.M.5.1.1.A Identify information found in simple bar graphs or pictographs.	3.M.5.1.1.A Interpret information found in simple bar graphs or circle graphs.	4.M.5.1.1.A Read and interpret simple line graph, bar graphs, or circle graph.	5.M.5.1.1.A Read and interpret charts, bar graphs, circle graphs, or line graphs.	6.M.5.1.1.A Read and interpret charts and graphs, including line graphs, bar graphs, frequency tables, or circle graphs.	7.M.5.1.1.A Read and interpret charts and graphs, including line graphs, bar graphs, frequency tables, or circle graphs.	8.M.5.1.1.A Read and interpret charts and graphs, including line graphs, bar graphs, frequency tables, or circle graphs.	9.M.5.1.1.A Read and interpret tables, charts, and graphs, including line graphs, bar graphs, frequency tables, or circle graphs.	10. M.5.1.1.A Read and interpret tables, charts, and graphs, including line graphs, bar graphs, frequency tables, or circle graphs.
							6.M.5.1.2.A Identify conclusions drawn from tables, charts, or graphs.	7.M.5.1.2.A Explain conclusions drawn from tables, charts, or graphs.	8.M.5.1.2.A Identify a conclusion drawn from tables, charts, or graphs.		
	K.M.5.1.2.A Attend to appropriate vocabulary.	1.M.5.1.2.A Attend to appropriate vocabulary.	2.M.5.1.2.A Attend to appropriate vocabulary.	3.M.5.1.2.A Recognize appropriate vocabulary.	4.M.5.1.2.A Recognize appropriate vocabulary.	5.M.5.1.2.A Recognize appropriate vocabulary.	6.M.5.1.3.A Use appropriate vocabulary.	7.M.5.1.3.A Use appropriate vocabulary.	8.M.5.1.3.A Use appropriate vocabulary.		
Goal 5.2: Collect, organize, and display data.	K.M.5.2.1.A Using a model, recreate a graph using real objects or pictorial representations.	1.M.5.2.1.A Use data in real object graphs or in pictographs to answer a question.	2.M.5.2.1.A Use data in bar graphs in order to answer a question.	3.M.5.2.1.A Organize and display data in bar graphs or circle graphs in order to answer a question.	4.M.5.2.1.A Organize data in a line graph, bar graph, or circle graph to answer a question.	5.M.5.2.1.A Organize and display the data in charts, bar graphs, and circle or line graphs using title, labels, and reasonable scales.	6.M.5.2.1.A Collect, organize, and display the data with appropriate notation in charts or graphs.	7.M.5.2.1.A Collect, organize, and display the data with appropriate notation in charts or graphs.	8.M.5.2.1.A Collect, organize, and display the data in charts or graphs.	9.M.5.2.1.A Collect, organize, and display data in tables, charts, or graphs.	10. M.5.2.1.A. Collect, organize, and display data in tables, charts, or graphs
			2.M.5.2.2.A Use tally marks, pictures, or objects to represent data.		4.M.5.2.2.A Display data in a bar graph using a title and reasonable scales.						
Goal 5.3: Apply simple statistical measurements.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	4.M.5.3.1.A Find the mode of a simple set of whole number data using manipulatives when necessary.	5.M.5.3.1.A Find the median and mode - with simple sets of arranged data between 1-9 using whole numbers.	6.M.5.3.1.A Find the median or mode – with simple sets of data.	7.M.5.3.1.A Find the median and mode – with simple sets of data.	8.M.5.3.1.A Identify the measure of central tendency – median and mode.	9.M.5.3.1.A Find the mean, median, mode and range.	10.M.5.3.1.A Use basic statistical concepts, including mean, median, mode or range.
						5.M.5.3.2.A Find the end points of the range of a set of data using whole numbers 1-10.	6.M.5.3.2.A Calculate the range of a set of data using whole numbers 1-10.	7.M.5.3.2.A Identify or locate distribution of data, including range and frequency.	8.M.5.3.2.A Identify or locate distribution of data, including range, frequency, gaps, or clusters.	9.M.5.3.2.A Make predictions and draw conclusions based on a simple set of data and its statistical measures.	10.M.5.3.2.A Make predictions and draw conclusions based on a simple set of data and its statistical measures.

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MATHEMATICS

Standard 5: Data Analysis, Probability, and Statistics (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Goal 5.4: Understand basic concepts of probability.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	4.M.5.4.1.A Predict the results of simple probability experiments using coins or spinners (e.g., 3 out of 6 choices).	5.M.5.4.1.A Predict results of simple probability experiments using coins and spinners.	6.M.5.4.1.A Perform and record results of simple probability experiments.	7.M.5.4.1.A Perform and record results of simple probability experiments.	8.M.5.4.1.A Reproduce a situation of probability using a common example of coin toss or rolling of dice.	9.M.5.4.1.A Find probability based on an independent event (Lottery).	10.M.5.4.1.A Find probability based on a dependent event (Deal or No Deal).
								7.M.5.4.2.A Recognize equally likely outcomes.	8.M.5.4.2.A Recognize equally likely outcomes.		
								7.M.5.4.3.A Identify events that have probability ranges from low to high extremes.	8.M.5.4.3.A Match probability range from low to high to situations.	9.M.5.4.2.A Recognize the difference between experimental (large number of trials) and theoretical (mathematical formula) probability.	10.M.5.4.2.A Recognize the difference between experimental (large number of trials) and theoretical (mathematical formula) probability.
						5.M.5.4.2.A Use the language of probability.	6.M.5.4.2.A Use the language of probability.	7.M.5.4.4.A Use the language of probability.	8.M.5.4.4.A Use the language of probability.		
Goal 5.5: Make predictions or decisions based on data.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	3.M.5.5.1A Make predictions based on data.	4.M.5.5.1.A Make predictions based on data.	5.M.5.5.1.A Make predictions based on data.	6.M.5.5.1A Make predictions based on data.	7.M.5.5.1A Recognize predictions based on simple theoretical probabilities.	8.M.5.5.1A Recognize predictions based on experimental probabilities.	9.M.5.5.1.A Make predictions based on randomness, chance, equally likely events, or probability.	10.M.5.5.1A Make predictions based on randomness, chance, equally likely events, or probability.
									8.M.5.5.2.A Perform a statistical experiment and interpret results using tables, charts, or graphs.	9.M.5.5.2.A Perform statistical experiments and use tables, charts, or graphs to make predictions or decisions based on data.	10.M.5.5.2.A Perform statistical experiments and use tables, charts, or graphs to make predictions or decisions based on data.
								7.M.5.5.2.A Use appropriate vocabulary.	8.M.5.5.3.A Use appropriate vocabulary.	9.M.5.5.3.A Conduct and interpret results of statistical experiments.	10.M.5.5.3.A Conduct and interpret results of statistical experiments.

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SCIENCE**

Standard 1: Nature of Science

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8-9 Physical Science	Grade 8-9 Earth Science	Grade 9- 10 Biology
Goal 1.1: Understand Systems, Order, and Organization	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	3.S.1.1.A Match the parts of a system.	4.S.1.1.1.A Arrange and organize a group of related objects that form a whole.	5.S.1.1.1.A Sort items from different systems.	6.S.1.1.1.A Communicate different characteristics of systems.	7.S.1.1.1.A Arrange small systems as a part of a whole system.	8-9.PS.1.1.1.A Demonstrate understanding of a system.	8-9.ES.1.1.1.A Demonstrate understanding of a system..	9-10.B.1.1.1.A Demonstrate understanding of a system. .
								7.S.1.1.2.A Identify small systems that contribute to the function of the whole.	8-9.P.S.1.1.2.A Use a model to display order & organization to a given system.	8-9.ES.1.1.2.A Use a model to display order & organization to a given system.	9-10.B.1.1.2.A Use a model to display order & organization to a given system.
								7.S.1.1.3.A Identify different structures of an organisms, such as body parts, tissues, or organs			
Goal 1.2: Understand Concepts and Processes of Evidence, Models, and Explanations	K.S.1.2.1.A Make and communicate observations.	1.S.1.2.1.A Make and communicate observations.	2.S.1.2.1.A Make observation and collect data.	3.S.1.2.1.A Make observations, collect and record data.	4.S.1.2.1.A Make and record observations and then communicate the collected data	5.S.1.2.1.A Use observations and data to make predictions.	6.S.1.2.1.A Respond to observations and data as recorded on a chart	7.S.1.2.1.A Compare and contrast relative data.	8-9.PS.1.2.1.A Compare and contrast relative data.	8-9.ES.1.2.1.A Compare and contrast relative data.	9-10.B.1.2.1.A Compare and contrast relative data.
				3.S.1.2.3.A Attend to and/or replicate scientific models.	4.S.1.2.2.A Identify when an observation is or an inference is made.	5.S.1.2.2.A Identify the difference between an observation and an inference.	6.S.1.2.2.A Identify relative data to use in an inference.	7.S.1.2.2.A Identify observation data to use in defendable inferences.			
					4.S.1.2.3.A Replicate or make models.	5.S.1.2.3.A Replicate or make a model to demonstrate a concept.	6.S.1.2.3.A Replicate or make a model to explain or demonstrate a concept.	7.S.1.2.3.A Use models to explain or demonstrate a concept.	8-9.PS.1.2.2.A Use models to explain concepts or systems.	8-9.ES.1.2.2.A Use models to explain concepts or systems.	9-10.B.1.2.2.A Use models to explain concepts or systems.
									8-9.PS.1.2.3.A Develop a scientific explanation based on known data.	8-9.ES.1.2.3.A Develop a scientific explanation based on known data.	9-10.B.1.2.3.A Develop a scientific explanation based on known data.

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Standard 1: Nature of Science (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8-9 Physical Science	Grade 8-9 Earth Science	Grade 9-10 Biology
Goal 1.3: Understand Constancy, Change, and Measurement	K.S.1.3.1.A Measure in non-standard units.	1.S.1.3.1.A Measure in non-standard units.	2.S.1.3.1.A Measure in standard or non-standard units.	3.S.1.3.1.A Measure changes that occur.	4.S.1.3.1.A Communicate observed change.	5.S.1.3.1.A Demonstrate changes that occur in systems.	6.S.1.3.1.A Demonstrate changes that occur in systems.	7.S.1.3.1.A Identify systems that have been stable over time.	8-9.PS.1.3.1.A Measure changes that can occur in systems.	8-9.ES.1.3.1.A Measure changes that can occur in systems.	9-10.B.1.3.1.A Measure changes that can occur in and among systems.
								7.S.1.3.2.A Recognize changes that occur within systems.	8-9.PS.1.3.2.A Respond to changes that can occur in systems.	8-9.ES.1.3.2.A Respond to changes that can occur in systems.	9-10.B.1.3.2.A Respond to changes that can occur in and among systems.
				3.S.1.3.2.A Measure in U.S. Customary System of Measurement.	3.S.1.3.2.A Measure in U.S. Customary System of Measurement.	3.S.1.3.2.A Measure in U.S. Customary System of Measurement.	6.S.1.3.2.A Measure in U.S. Customary System of Measurement or the metric system.	7.S.1.3.3.A Make measurements using appropriate tools in the metric or U.S. Customary System of Measurement.	8-9.PS.1.3.3.A Measure using the metric system or U.S. Customary System of Measurement.	8-9.ES.1.3.3.A Measure using the metric system or U.S. Customary System of Measurement.	9-10.B.1.3.3.A Measure using the metric system or U.S. Customary System of Measurement.
Goal 1.4: Understand the Theory that Evolution is a Process that Relates to the Gradual Changes in the Universe and of Equilibrium as a Physical State	K.S.1.4.1.A Demonstrate the concept of days.	1.S.1.4.1.A Demonstrate the concepts of yesterday, today, and tomorrow.	2.S.1.4.1.A Demonstrate the concepts of past, present, and future.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	Reference to objective 7.S.3.2.1	No objectives in Physical Science.	No objectives in Earth Science.	Reference to 7.S.3.2.1
Goal 1.5: Understand Concepts of Form and Function	No objectives at this grade level.	No objectives at this grade level.	2.S.1.5.1.A Sort objects by shape.	3.S.1.5.1.A Sort common objects by use.	4.S.1.5.1.A Communicate the relationship between shape and use.	5.S.1.5.1.A Respond how the shape or form of an object or system is frequently related to its use or function.	6.S.1.5.1.A Identifies how the shape or form of an object is frequently related to its use and/or function.	No objectives at this grade level.	No objectives in Physical Science.	No objectives in Earth Science.	No objectives in Biology.
Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills	K.S.1.6.1.A Make observations.	1.S.1.6.1.A Make and record observations.	2.S.1.6.2.A Make observations, collect, and record data.								
			2.S.1.6.1.A Respond to questions about observation.	3.S.1.6.1.A Generate questions about observations.	4.S.1.6.1.A Identify questions that can be answered by conducting scientific tests.	5.S.1.6.1.A Identify questions that can be answered by conducting scientific experiments.	6.S.1.6.1.A Identify questions that can be answered by conducting scientific experiments.	7.S.1.6.1.A Identify a control and a variable in an experiment.	8-9.PS.1.6.1.A Identify questions that can guide scientific investigations.	8-9.ES.1.6.1.A Identify questions that can guide scientific investigations.	9-10.B.1.6.1.A Identify questions that can guide scientific investigations.
				3.S.1.6.2.A Follow steps in scientific test.	4.S.1.6.2.A Follow steps in scientific tests.	5.S.1.6.2.A Observe change in scientific investigations using a control and a variable.	6.S.1.6.2.A Observe change in scientific investigations using a control and variables.	7.S.1.6.2.A Use appropriate tools and techniques to gather and display data.	8-9.PS.1.6.2.A Communicate results of investigations.	8-9.ES.1.6.2.A Communicate results of investigations.	9-10.B.1.6.2.A Identify the basic components of an experiment design.

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SCIENCE**

Standard 1: Nature of Science (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8-9 Physical Science	Grade 8-9 Earth Science	Grade 9-10 Biology
Goal 1.6: Understand Scientific Inquiry and Develop Critical Thinking Skills <i>(continued from previous page)</i>			2.S.1.6.3.A Choose information for evidence.					7.S.1.6.3.A Use data in order to form conclusions.			
				3.S.1.6.3.A Use appropriate tools to gather data.	4.S.1.6.3.A Use appropriate tools to gather data.	5.S.1.6.3.A Use appropriate tools and techniques to gather and display data.	6.S.1.6.3.A Use appropriate tools and techniques to gather and display data.		8-9.PS.1.6.3.A Select and use appropriate technology to make investigations.	8-9.ES.1.6.3.A Select and use appropriate technology to make investigations.	9-10.B.1.6.3.A Select and use appropriate technology to make investigations.
			2.S.1.6.4.A Communicate observations.	3.S.1.6.4.A Use data for a reasonable explanation.	4.S.1.6.4.A Use data for a reasonable explanation.	5.S.1.6.4.A Use data for a reasonable explanation.	6.S.1.6.4.A Use data for a reasonable explanation or prediction.	7.S.1.6.4.A Use evidence to accept or reject a hypothesis.	8-9.PS.1.6.4.A Construct explanations and/or models using evidence.	8-9.ES.1.6.4.A Construct explanations and/or models using evidence.	9-10.B.1.6.4.A Construct explanations and/or models using evidence.
				3.S.1.6.5.A Make simple predictions based on data.	4.S.1.6.5.A Make simple predictions based on data.	5.S.1.6.5.A State a prediction or hypothesis based on observations.	6.S.1.6.5.A Test a prediction or hypothesis based on observations.				
				3.S.1.6.6.A Select reasonable explanations.	4.S.1.6.6.A Select reasonable explanations.	5.S.1.6.6.A Compare reasonable explanations and predictions.		7.S.1.6.5.A Use reasonable explanations or predictions.	8-9.PS.1.6.5.A Select alternative explanations and models.	8-9.ES.1.6.5.A Select alternative explanations and models.	9-10.B.1.6.5.A Select alternative explanations and models.
				3.S.1.6.7.A State a result of a test to others.	4.S.1.6.7.A Communicate results of tests to others.	5.S.1.6.7.A Communicate scientific procedures.	6.S.1.6.6.A Communicate scientific procedures.	7.S.1.6.6.A Communicate scientific procedures and explanations.	8-9.PS.1.6.6.A Communicate scientific procedures and explanations.	8-9.ES.1.6.6.A Communicate scientific procedures and explanations.	9-10.B.1.6.6.A Communicate scientific procedures and explanations.
									8-9.PS.1.6.7.A Compare the differences among observations.	8-9.ES.1.6.7.A Compare the differences among observation.	9-10.B.1.6.7.A Compare the differences among observations.
Goal 1.7: Understand That Interpersonal Relationships Are Important in Scientific Endeavors	K.S.1.7.1.A Use cooperation and interaction skills.	1.S.1.7.1.A Demonstrate cooperation and interaction skills.	2.S.1.7.1.A Practice cooperation and interaction skills.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives in Physical Science.	No objectives in Earth Science.	No objectives in Biology.
Goal 1.8: Understand Technical Communication	K.S.1.8.1.A Follow one step instruction.	1.S.1.8.1.A Follow instructions.	2.S.1.8.1.A Follow instructions.	3.S.1.8.1.A Follow multi-step instructions.	4.S.1.8.1.A Follow multi-step instructions.	5.S.1.8.1.A Follow technical instructions.	6.S.1.8.1.A Follow technical instructions.	7.S.1.8.1.A Read and follow technical instructions.	8-9.PS.1.8.1.A Use graphs, charts, and diagrams.	8-9.ES.1.8.1.A Use graphs, charts, and diagrams.	9-10.B.1.8.1.A Use graphs, charts, and diagrams.

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Standard 2: Physical Science

Goals:	Kinderparten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8-9 Physical Science	Grade 8-9 Earth Science	Grade 9-10 Biology
Goal 2.1: Understand the Structure and Function of Matter and Molecules and Their Interactions	K.S.2.1.1.A Use senses to sort properties of matter.	1.S.2.1.1.A Identify properties of objects.	2.S.2.1.1.A Identify properties of an object.	3.S.2.1.2.A Observe & match physical properties to solids, liquids, or gases.		5.S.2.1.1.A Create mixtures.	6.S.2.1.1.A Compare mixtures.	No objectives at this grade level.	No objectives in Physical Science.	No objectives in Earth Science.	No objectives in Biology.
					4.S.2.1.2.A Observe the physical properties of solids, liquids, and gases.	5.S.2.1.2.A Describe the physical differences among solids, liquids, and gases.	6.S.2.1.2.A Identify properties of matter.				
				3.S.2.1.1.A Use instruments to measure properties.	4.S.2.1.1.A Use instruments to measure properties.						
				3.S.2.1.3.A Observe that heating and cooling can cause changes of state in common materials.	4.S.2.1.3.A Communicate the changes caused by heating and cooling materials.		6.S.2.1.4.A Describe the effects of temperature.				
							6.S.2.1.3.A Compare density of equal volumes of a solid and a liquid.				
						5.S.2.1.3.A Observe a physical change and how it relates to physical properties.	6.S.2.1.5.A Show a physical change and how it relates to its physical properties.				
Goal 2.2: Understand Concepts of Motion and Forces	No objectives at this grade level.	1.S.2.2.1.A Observe the position and motion of objects. (ex. revolve, rotate, at rest, float, and fall)	2.S.2.2.1.A Communicate how force affects the position and motion of objects.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	6.S.2.2.1.A Observe and identify the effects of different forces (gravity and friction) on speed or movement.	No objectives at this grade level.	8-9.PS.2.2.1.A Observe motion using Newton's Laws of Motion.	No objectives in Earth Science.	No objectives in Biology.
Goal 2.3: Understand the Total Energy in the Universe is Constant	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	3.S.2.3.1.A Observe potential and kinetic energy.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	8-9.PS.2.3.1.A Show and communicate that energy can be transformed but cannot be created nor destroyed.	No objectives in Earth Science.	No objectives in Biology.
									8-9.PS.2.3.2.A Sort energy as potential and/or kinetic.		

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SCIENCE**

Standard 2: Physical Science (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8-9 Physical Science	Grade 8-9 Earth Science	Grade 9-10 Biology
Goal 2.4: Understand the Structure of Atoms	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	8-9.PS.2.4.1.A Identify the location of protons, neutrons, and electrons.	No objectives in Earth Science.	No objectives in Biology.
									8-9.PS.2.4.2.A Demonstrate a simple process of fission and fusion.		
									8-9.PS.2.4.3.A Identify a characteristic of an isotope		
									8-9.PS.2.4.4.A Identify matter that has basic electrical properties.		
									8-9.PS.2.4.5.A Identify matter that have magnetic properties		
Goal 2.5: Understand Chemical Reactions	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	8-9.PS.2.5.1.A Observe and identify how chemicals react.	No objectives in Earth Science.	No objectives in Biology.

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Standard 3: Biology

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8-9 Physical Science	Grade 8-9 Earth Science	Grade 9-10 Biology
Goal 3.1: Understand the Theory of Biological Evolution	K.S.3.1.1.A Observe the characteristics of plants and animals.	1.S.3.1.1.A Observe the life cycle of a plant (seed, growth, death).	No objectives at this grade level.	3.S.3.1.1.A Identify when plants and animals adapt to their environment.	4.S.3.1.1.A Communicate how plants and animals adapt to their environment.	No objectives at this grade level.	No objectives at this grade level.	7.S.3.1.1.A Communicate how natural selection explains species change over time.	No objectives in Physical Science.	No objectives in Earth Science.	9-10.B.3.1.1.A Show how a species has changed over time.
		1.S.3.1.2.A Sequence a simple life cycle of an animal (birth, development, death).			4.S.3.1.2.A Communicate the difference between vertebrate and invertebrate animals.						9-10.B.3.1.2.A Identify what happens to a species: when there is a little supply of resources or with offspring better able to survive and reproduce.
					4.S.3.1.3.A Sort into groups of vertebrates (mammal, reptiles, amphibians, birds, and fish) based on characteristics.						
Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems	K.S.3.2.1.A Sort between living and non-living things.	1.S.3.2.1.A Observe that living things need food to survive.	2.S.3.2.1.A Identify basic needs of all living things (food, shelter, water, space).	3.S.3.2.1.A Select the energy needed for a living system to survive.	No objectives at this grade level.	5.S.3.2.1.A Communicate how plants need energy from the sun.	No objectives at this grade level.	7.S.3.2.1.A Identify that energy stored in food is primarily derived from the sun.	No objectives in Physical Science.	No objectives in Earth Science.	9-10.B.3.2.1.A Show that matter tends to undergo spontaneous changes.
			2.S.3.2.2.A Match animals to their suitable habitats.	3.S.3.2.2.A Identify how energy requirements of plants and animals are different.				7.S.3.2.2.A Show how the availability of resources limits organisms.			9-10.B.3.2.2.A Show that organisms need continuous energy and matter to maintain life.
				3.S.3.2.3.A Organize a food chain.				7.S.3.2.3.A Illustrate how atoms and molecules make up living and nonliving resources in the environment.			9-10.B.3.2.3.A Identify the sun as the primary source of energy for life.
				3.S.3.2.4.A Develop a food web.				7.S.3.2.4.A Show how energy flows through the ecosystem in one direction.			9-10.B.3.2.4.A Identify that respiration involves the release of energy.

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008
IDAHO EXTENDED CONTENT STANDARDS
SCIENCE**

Standard 3: Biology (continued)

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8-9 Physical Science	Grade 8-9 Earth Science	Grade 9-10 Biology
Goal 3.2: Understand the Relationship between Matter and Energy in Living Systems <i>(continued from previous page)</i>											9-10.B.3.2.5 A Show how matter cycles and energy flows through a living system.
Goal 3.3: Understand the Cell is the Basis of Form and Function for All Living Things	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	5.S.3.3.1.A Explore plant and animal cells.	6.S.3.3.1.A Identify the difference between cells, organs, organ systems and organism.	7.S.3.3.1.A Sequence the relationships of cells, tissues, organs, organ systems, and organisms.	No objectives in Physical Science.	No objectives in Earth Science.	9-10.B.3.3.1.A Identify a cell and its particular structures.
							6.S.3.3.2.A Compare the structural differences between plant and animal cells.	7.S.3.3.2.A Label parts of plant and animal cells.			9-10.B.3.3.2.A Identify different functions of particular cell structures.
								7.S.3.3.3.A Identify different functions of particular cell structures.			9-10.B.3.3.3.A Identify that cells store information for transferring to the next generation of cells.
								7.S.3.3.4.A Describe the functions of particular cell structures.			9-10.B.3.3.4.A Identify how the role of genes plays in differentiation.
						5.S.3.3.2.A Identify traits that are passed from parents to offspring.	6.S.3.3.3.A Identify traits that are passed from parents to offspring.	7.S.3.3.5.A Communicate how dominant and recessive traits are inherited.			

**STATE DEPARTMENT OF EDUCATION
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IDAHO EXTENDED CONTENT STANDARDS
SCIENCE**

Standard 4: Earth and Space Systems

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8-9 Physical Science	Grade 8-9 Earth Science	Grade 9-10 Biology
Goal 4.1: Understand Scientific Theories of Origin and Subsequent Changes in the Universe and Earth Systems	K.S.4.1.1.A Observe characteristics of the four seasons.	1.S.4.1.1.A Identify characteristics of the four seasons.		3.S.4.1.1.A Identify how the sun relates to the length of a day and/or the seasons on Earth.				No objectives at this grade level.	No objectives in Physical Science.		No objectives in Biology.
	K.S.4.1.2.A Sequence the seasons						6.S.4.1.2.A Illustrate the water cycle and its relationship to weather and climate.				
			2.S.4.1.1.A Identify characteristics of different weather conditions.				6.S.4.1.3.A Discuss how clouds relate to weather changes.				
										8-9.ES.4.1.2.A Identify terms used in geological time.	
						5.S.4.1.1.A Discuss how the interactions among the solid earth, oceans and atmosphere (erosion, climate, tectonics and continental drift) are connected.	6.S.4.1.1.A Identify interactions among the solid earth, oceans, atmosphere, and organisms that are connected.			8-9.ES.4.1.3 Show interactions among the solid earth, oceans, atmosphere, and organisms have changed.	
					4.S.4.1.1.A Identify basic components of our solar system (planets, sun, moon, asteroids, or comets).					8-9.ES.4.1.1.A Compare and contrast the basic components of our solar system (planets, sun, moon, asteroids, comets, meteors).	
					4.S.4.1.2.A Demonstrate how gravity affects orbits and objects.						
					4.S.4.1.3.A Explore how the Earth's tides change.						
Goal 4.2: Understand Geo-chemical Cycles and Energy in the Earth System	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	5.S.4.2.1.A Label the rock cycle.	No objectives at this grade level.	No objectives at this grade level.	No objectives in Physical Science.	8-9.ES.4.2.1.A Identify internal & external energy sources of the earth.	No objectives in Biology.

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SCIENCE

Standard 5: Personal and Social Perspectives; Technology

Goals:	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8-9 Physical Science	Grade 8-9 Earth Science	Grade 9-10 Biology
Goal 5.1: Understand Common Environmental Quality Issues, Both Natural and Human Induced	K.S.5.1.1.A Attend to and participate in discussion of characteristics of a man-made environment (home, school...).	1.S.5.1.1.A Match the characteristics of local natural environments. (playground, backyard).	2.S.5.1.1.A Sort man-made and natural environments.	3.S.5.1.1.A Recognize local environmental issues.	No objectives at this grade level.	5.S.5.1.1.A List issues for environmental studies.	6.S.5.1.1.A Identify issues for environmental studies.	No objectives at this grade level.	No objectives in Physical Science.	8-9.ES.5.1.1.A Identify environmental issues, issues such as water and air quality, hazardous waste, depletion of natural resources.	9-10.B.5.1.1.A Identifies environmental issues such as water, air, or trash.
Goal 5.2: Understand the Relationship between Science and Technology	No objectives at this grade level.	No objectives at this grade level.	2.S.5.2.1.A Explore tools that people have invented for everyday life and for scientific investigations.	3.S.5.2.1.A Explore how technology helps develop tools.	4.S.5.2.1.A Attends to discussion of tools used for space exploration and for scientific investigations.	5.S.5.2.1.A Demonstrate how science and technology are part of a student's life.	6.S.5.2.1.A Identify how science and technology are part of our society.	7.S.5.2.1.A Identify how science and technology are interrelated.	8-9.PS.5.2.1.A Show how science and technology are interrelated.	8-9.ES.5.2.1.A Show how science and technology are interrelated.	9-10.B.5.2.1.A Identifies an improvement science research has made in technology.
				3.S.5.2.2.A Order the development of tools over time.		5.S.5.2.2.A List examples of science and technology.	6.S.5.2.2.A Identify when science and technology are interrelated.	7.S.5.2.2.A Show how science advances technology.	8-9.PS.5.2.2.A Show how technology advances science.	8-9.ES.5.2.2.A Show how technology advances science.	9-10.B.5.2.2.A Show how technology advances science.
									8-9.PS.5.2.3.A Identifies different purposes for science research and technology.	8-9.ES.5.2.3.A Identifies different purposes for science research and technology.	9-10.B.5.2.3.A Identifies different purposes for science research and technology.
Goal 5.3: Understand the Importance of Natural Resources and the Need to Manage and Conserve Them	No objectives at this grade level.	No objectives at this grade level.	No objectives at this grade level.	3.S.5.3.1.A Uses methods of recycling.	No objectives at this grade level.	5.S.5.3.1.A Sort resources as renewable and nonrenewable resources.	6.S.5.3.1.A Identifies between renewable and nonrenewable resources.		No objectives in Physical Science.	8-9.ES.5.3.1 Identifies between renewable and nonrenewable resources.	9-10.B.5.3.1A Identifies between renewable and nonrenewable resources.
								7.S.5.3.1 Identify an alternative source of energy.			

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STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

IDAHO ADMINISTRATIVE CODE IDAPA 08.02.02 State Board of Education Rules Governing Uniformity

004. INCORPORATION BY REFERENCE.

The following documents are incorporated into this rule: (3-30-07)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education on April 18, 2008. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. ~~(11-2-07)T~~ (04-18-08)T

02. The Idaho English Language Development Standards. The Idaho English Language Development Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-2-07)T

03. The Limited English Proficiency Program Annual Measurable Achievement Objectives (AMAOs) and Accountability Procedures. The Limited English Proficiency Program Annual Measurable Achievement Objectives and Accountability Procedures as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-2-07)T

04. The Idaho English Language Assessment (IELA) Achievement Standards. The Idaho English Language Assessment (IELA) Achievement Standards as adopted by the State Board of Education on August 10, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-2-07)T

05. The Idaho Standards Achievement Tests (ISAT) Achievement Standards. Achievement Standards as adopted by the State Board of Education on May 30, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-2-07)T

06. The Idaho ~~Alternative Assessment~~ Extended Content Standards. The Idaho ~~Alternative Assessment~~ Extended Content Standards as adopted by the State Board of Education on April 18, 2008. Copies of the document can be found at the State Board of Education website at <http://www.boardofed.idaho.gov> ~~(11-2-07)T~~ (04-18-08)T

07. The Idaho Alternative Assessment Extended Achievement Standards. Alternative Assessment Extended Achievement Standards as adopted by the State Board of Education on April 20, 2006. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov>. (11-2-07)T

08. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov/index.asp>. (10-11-07)T

09. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at <http://www.boardofed.idaho.gov/index.asp>. (10-11-07)T

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**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

**TITLE 33
EDUCATION
CHAPTER 20
EDUCATION OF EXCEPTIONAL CHILDREN**

33-2002. RESPONSIBILITY OF SCHOOL DISTRICTS FOR EDUCATION OF CHILDREN WITH DISABILITIES. (1) Each public school district is responsible for and shall provide for the special education and related services of children with disabilities enrolled therein.

(2) Every public school district in the state shall provide instruction and training for persons between the ages of three (3) years and twenty-one (21) years who are children with disabilities as defined in this chapter and by the state board of education. The state board of education shall through its department of education determine eligibility criteria for children with disabilities, qualifications of special teachers and special personnel, programs of instruction and minimum standards for classrooms and equipment to be used in administering the provisions of this act.

(3) The child study team shall assess the importance and necessity of teaching Braille to each child who is legally blind. Preference shall be given to Braille. If the child study team determines that learning Braille is important with respect to a particular child, the child shall be given the opportunity to learn Braille.

(4) In accordance with the provisions of part B of the federal individuals with disabilities education act (IDEA), a student with a disability shall be informed by the school district or other public agency providing education to the student, at least one (1) year before he reaches the age of majority, that rights currently afforded to the parents or guardian of the student pursuant to IDEA, will transfer to the student when he reaches the age of majority. However, such rights shall remain with the parent or guardian after the student reaches the age of majority if the student is determined to be incompetent under Idaho law or if an individualized education program team determines the student lacks the ability to provide informed consent with respect to his educational program.

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**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

SUBJECT

Appointment to the Idaho State Curricular Materials Selection Committee

APPLICABLE STATUE, RULE, OR POLICY

IDAPA 08.02.03.128 Rules Governing Thoroughness; Sections 33-118 and 33-118a, Idaho Code

BACKGROUND

The Administrative Rules of the Idaho Board of Education, IDAPA 08.02.03.128 describes 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 (4) openings on the Selection Committee representatives for one public school trustee, one parent, one Idaho Public School Administrator and one parent representative who is Not a Public School Educator or a Public School Trustee. The two (2) open positions being recommended for appointments are for one public school trustee and one Idaho Public School Administrator. These recommendations are for a complete five-year term.

IMPACT

N/A

ATTACHMENTS

Attachment 1 – Patty Silvers Letter of Interest and Resume	Page 3
Attachment 2 – Anne Stilwill Letter of Interest and Resume	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

A motion to approve the request by the State Department of Education for the appointment of Patty Silvers to the Idaho State Curricular Materials Selection Committee.

Moved by _____ Seconded by _____ Carried Yes ___ No ___

A motion to approve the request by the State Department of Education for the appointment of Anne Stilwill to the Idaho State Curricular Materials Selection Committee.

Moved by _____ Seconded by _____ Carried Yes ___ No ___

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STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

March 1, 2008

Val Fenske
Idaho State Department of Education
P.O. Box 83720
Boise, ID 83720-0027


Dear Val Fenske:

Karen Echeverria, ISBA Executive Director, has informed me that you are looking for a trustee to serve on the Curricular Materials Selection Committee. I understand there is major time commitment which I am willing to make.

After being a teacher for thirty-three years and having selected various curricular materials for classes that I instructed, I feel I am qualified to serve on the Curricular Materials Selection Committee. When selecting materials I looked for thoroughness and the ability to raise the educational bar for the students. I would apply this same standard in selecting curricular materials for the state of Idaho.

A résumé of my accomplishments has been included with this letter. I hope you will consider me for this position. I am looking forward to meeting with you and discussing this position.

Sincerely,



Patty O. Silvers

4597 E. 3425 N.
MURTAUGH, ID.

4597 EAST 3425 NORTH • MURTAUGH, IDAHO 83344
PHONE 208-432-6616 • CELL 208-420-6111 • E-MAIL YTTAP48@MSN.COM

PATTY O. SILVERS

OBJECTIVE

Work toward a bright future for our children.

PROFESSIONAL EXPERIENCE

1992-2006	Twin Falls School District	Twin Falls, ID
<i>Family and Consumer Science Teacher at Magic Valley (alternative) High School</i>		
<ul style="list-style-type: none">■ Teen Parenting Supervisor■ Childcare Administrator■ Instructed: Parenting, Health, Consumer Economics, Nutrition and Foods, Careers, and Early Childhood Professions		
1976-1992	Murtaugh School District	Murtaugh, ID
<i>Family and Consumer Science Teacher</i>		
1973-1976	South Lemhi School District	Leadore, ID
<i>Home Economics Teacher</i>		

EDUCATION

1967-1972	Idaho State University	Pocatello, ID.
<i>Bachelor of Arts in Home Economics Education</i>		
Additional 75+ credits from various Idaho universities		

PROFESSIONAL MEMBERSHIPS

Association for Career and Technical Education

National Association Teachers of Family and Consumer Sciences

Twin Falls Education Association

COMMUNITY ACTIVITIES

Idaho School Boards Association Executive Board

Murtaugh School Board (eleven years)

Born to Succeed Board

AWARDS RECEIVED

Idaho Professional Technical Teacher of the Year 2003

SUMMARY OF QUALIFICATIONS

- Served on state curriculum writing committees
- Collaborated on establishing the first Early Childhood Professions Tech/Prep program at the College of Southern Idaho with the Twin Falls School District.
- Selected classroom texts for thirty-three years.

REFERENCES

Upon request

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Cascade Public Schools

DISTRICT NO. 422
P.O. BOX 291
209 N. SCHOOL STREET
CASCADE, IDAHO 83611-0291
VALLEY COUNTY

TELEPHONE: 382-4227
Fax: (208) 382-3797
www.cascadeschools.org

ANNE STILWILL
DEAN OF FACULTY

PAL SARTORI
DEAN OF STUDENTS

VIC KOSHUTA
SUPERINTENDENT

January 30, 2008

FEB 01 2008

Idaho Association of School Administrators
777 S. Latah
Boise, Idaho 83705

To Whom This May Concern,

It is with pleasure that I submit my name, Anne Stilwill, as a possible nominee to fill the Curriculum Materials Selection Committee school administrator vacancy. Our school district superintendent, Vic Koshuta, suggested that I would serve this committee well.

Currently I am the Dean of Faculty for the Cascade Schools. In this capacity I complete all teacher evaluations. I also develop the school-wide, on-going professional development program which for the past two years has focused mainly on developing curriculum maps. Additionally I am assisting our elementary teachers in choosing our next elementary grades reading/language arts texts and program. Another task I am facilitating is our site-based accreditation process for our secondary school. I believe I have the knowledge base to assist in determining a selection of curriculum materials from which school districts would choose to peruse for future purchase.

Please contact me at 382-4227 if you have any questions. Thank you very much for your consideration.

Sincerely,



Anne Stilwill
Dean of Faculty/Special Ed. Director
Cascade School District #422
P.O. Box 291
Cascade, ID 83611
208 382 4227

ANNE STILWILL



WORK

Cascade Schools
P.O. Box 291
Cascade, ID 83611
Phone 208 382 4227
Fax 208 382 3797
E-mail anne@cascadeschools.org

HOME

13604 Farm To Market Rd.
McCall, ID 83638
Phone 208 634 4336
Cell 208 469 0690
E-mail astil@ctnis.com

WORK OBJECTIVES

Curriculum Materials Selection Committee member.

CREDENTIALS

Idaho Education Credential, Expiration Date – September 1, 2009

Administrator - School Principal, Pre-K-12
Pupil Personnel Services - Standard Counselor K/12
Standard Exceptional Child - Generalist K/12

State of Nevada License for Educational Personnel #561-78-5055, Expiration Date - July 29, 2012

Elementary K-8: Teaching
Special K-8: Counselor
Special K-12: Mentally Handicapped, Generalist - Resource Room, Administration

ANNE STILWILL

EDUCATION

Post Graduate coursework for administrative licensure, licensure renewal, etc. -
Idaho State University, Boise State University, Northwest Nazarene University,
University of Nevada, Reno, Sierra Nevada College,
Great Basin College, Brigham Young University, Southern Utah University,
Nevada Dept. of Education Inservice classes 1974 to 2008

UNIVERSITY OF NEVADA, RENO, Reno, Nevada 1990
Master of Arts - Counseling and Educational Psychology

UNIVERSITY OF NEVADA, RENO, Reno, Nevada 1974
Bachelor of Science - Elementary and Special Education

PROFESSIONAL EXPERIENCE

CASCADE SCHOOL DISTRICT #422 2006 to present
Cascade Jr./Sr. High School - Grade 7-12
Cascade Elementary School – PreK-6
Dean of Faculty
Special Ed. Director

ELKO COUNTY SCHOOL DISTRICT 2004 to 2006
Spring Creek Middle School – Grades 6-8
Principal

Spring Creek Middle School - Grades 6-8 1997 to 2004
Vice Principal

Spring Creek Elementary School - Grades K-6 1990 to 1997
Guidance Counselor

Southside Elementary School – Grades K-6 1984 to 1990
Teacher, LD Resource

NYE COUNTY SCHOOL DISTRICT 1982 to 1984
Silver Rim Elementary School – Grades K-6
Teacher, LD Resource

CHURCHILL COUNTY SCHOOL DISTRICT 1979 to 1982
Minnie Blair Middle School - Grades 6-7
Teacher, LD Resource

WASHOE COUNTY SCHOOL DISTRICT 1976 to 1979
Marvin Picollo School
Teacher, TMR Multiple Handicapped classroom – non-graded
Teacher's Assistant, TMR classroom

OTHER SCHOOLS IN WASHOE COUNTY SCHOOL DISTRICT 1975 to 1976
Teacher's Assistant, Substitute Teacher

ANNE STILWILL

AWARDS

Recipient, Rose of Recognition Award, Delta Kappa Gamma, Kappa Chapter, 2002
Recipient, Making a Difference for Women Award for Women Helping Women,
Soroptimist International of Elko, 1997
Recipient, AAUW Nevada Anne Martin Leadership Award, 1995
Recipient of \$300 grant from Delta Kappa Gamma for Master's Degree coursework, 1989
Recipient, Outstanding Senior Woman Award, UNR, 1974
Recipient, AAUW Outstanding Senior Woman Award, UNR, 1974

PROFESSIONAL AND VOLUNTEER ORGANIZATIONS

National Association of Secondary School Principals
Idaho Association of School Administrators
Council for Exceptional Children
Association for Supervision and Curriculum Development
Virginia Gildersleeve Fund for University Women
American Association of University Women

SPECIAL TRAINING

Response To Intervention Training, 2007-2008
Better Today's, Better Tomorrow's, 2008
Teach for Success, 2004, 2005, 2006
Managing Student Behavior, 2003
Development of Moral Character in Children, 2003
Nevada Association of School Administrators Conference, 2001, 2002, 2003
FAS (Fetal Alcohol Syndrome) In the Classroom, 2002
Understanding Section 504 in Nevada: A Practical Contrast with IDEA and ADA, 2002
Developing a Professional Portfolio, 2001
How to Handle Difficult People Workshop, 2001
Nevada Technology Leadership Consortium Conference, 2001
Project LEAD Conferences, 1998, 2001
2000 Summer Institute for Rural Educators, 2000
Computer classes, 1995-1999
School Law Issues in Nevada Conference - 1999
Teaming and Beyond, Conference on Middle School Education, 1999
The Women's Conference, 1999
Women's Leadership Conference, 1999
Peri-natal Substance Abuse, 1996, 1997
Substance Abuse and Child Welfare, 1996
Training of Trainers for Peri-natal Substance Abuse, 1996
Living With Grief: After Sudden Loss, 1996
Expanding Options Conference, 1995
Sexual Harassment and Abuse Investigation Trainings, 1995
Principle Centered Teaching Workshop, 1995
Solution Oriented Therapy Workshops, 1993, 1995
Diversity Workshops, 1994
Training of Trainers for Gender/Ethnic Expectations and Student Achievement, 1994
Healing the Healer Seminar, 1994
Gang Violence Seminar, 1993
Project REACH (Respecting Ethnic and Cultural Heritage) Workshop, 1993
Healing of Sexual Abuse in Families Seminar, 1992

ANNE STILWILL

PRESENTATIONS

Facilitating Curriculum Mapping Project for Cascade Schools, 2006-present
Facilitated and coordinated Great Decisions Discussion Program and Cascade School District teacher inservice class, 2002-2008
Coordinated NMSA Webcast for SCMS teachers, 2002
Assisted in presenting information on Terra Nova test to ECSD school faculties, 1997
Instructor, teacher education class "Introduction to Teaching", Sierra Nevada College, 1996, 1997
Conducted Gender/Ethnic Expectations and Student Achievement (GESA) training sessions for ECSD teachers, 1994-1995
Coordinated and facilitated four inservice workshops for ECSD counselors, 1994-1995
Presented Gender/Ethnic Expectations and Student Achievement training and Making Change for School Improvement game to Nevada Equity Alliance, 1994
Presented Mother/Daughter Choices program to Spring Creek Elementary 6th grade girls and their mothers, 1992, 1993
Presented Mother/Daughter Choices program at annual Nevada Counseling Association Conference, 1992

REFERENCES

NAMES /ADDRESSES

PHONE NUMBERS

1. **Vic Koshuta**, Superintendent
Cascade School District #422
P.O. Box 291
Cascade, ID 83611
2. **Pal Sartori**, Dean of Students
Cascade School District #422
P.O. Box 291
Cascade, ID 83611

208 382 4227

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**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

*IDAHO ADMINISTRATIVE CODE
State Board of Education Rules*

*IDAPA 08.02.03
Rules Governing Thoroughness*

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. (3-20-04)

01. Subject Areas. Curricular materials are adopted by the State Board of Education for a period of six (6) years in the following subject areas: reading, English, spelling, speech, journalism, languages other than English, art, drama, social studies, music, mathematics, business education, career education and counseling, vocational/technical education, science, health, handwriting, literature, driver education, limited English proficiency. (4-11-06)

02. Multiple Adoptions are Made in Each Subject Area. (4-5-00)

03. Bids. Each publisher must deliver, according to the committee schedule, a sealed bid on all curricular materials presented for adoption. (4-5-00)

04. Depository. The State Board will appoint a depository for the state-adopted curricular materials. Resource materials are a local option. (4-5-00)

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. (4-5-00)

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STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

SUBJECT

Appointments to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND

Idaho Statute sets forth criteria for membership in the Professional Standards Commission including six of the following representatives.

DISCUSSION

Nominations were sought for the position from the Deans of the Colleges of Education, the Idaho School Superintendents Association, the Idaho Association of Special Education Administrators, the Idaho Department of Education, the Idaho School Boards Association, the Idaho Education Association and Northwest Professional Educators. Resumes for interested individuals are attached.

Public Higher Education:

Deb Hedeem, Idaho State University

School Superintendents Association:

Becky Ford, Post Falls School District (renomination)

Association of Special Education Administrators:

Beth Davis, Post Falls School District

Diana Zigars, Canyon-Owyhee School Service Agency

Bonnie Gallant, Boise School District (renomination)

Secondary Classroom Teacher:

Esther Henry, Jefferson County School District

Sheila Mack, Post Falls School District

Lynne Stembridge, Coeur d'Alene Charter Academy

Mark Gorton, Lakeland School District

Dawn Mackesy, Lakeland School District

State Department of Education:

Nick Smith, Deputy Superintendent (renomination)

School Boards Association:

Anne Ritter, Meridian School District

Donagene Turnbow, Post Falls School District

IMPACT

N/A

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

ATTACHMENTS

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STAFF RECOMMENDATIONS AND COMMENTS

N/A

BOARD ACTION

A motion to approve _____ as a member of the Professional Standards Committee for a term of three years representing public higher education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve _____ as a member of the Professional Standards Committee for a term of three years representing school superintendents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve _____ as a member of the Professional Standards Committee for a term of three years representing special education administrators.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve _____ as a member of the Professional Standards Committee for a term of three years representing secondary classroom teachers.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

A motion to approve _____ as a member of the Professional Standards Committee for a term of three years representing the State Department of Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to approve _____ as a member of the Professional Standards Committee for a term of three years representing school board members.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Deborah L. Hedeon
Dean, College of Education
Idaho State University
Box 8059
Pocatello, ID 83209

Email: hededebo@isu.edu
Phone: work 208/282-4143; home 208/237-8758

EDUCATION

Ph.D.	Syracuse University, 1994 (Special Education)
M.Ed.	Lesley College, 1985 (Special Education)
B.S.	St. Cloud State University, 1984 (Special Education and Spanish)

CURRENT PROFESSIONAL EXPERIENCE

Dean, College of Education, Idaho State University, 2006—present
Associate Dean, College of Education, Idaho State University, 2005—2006
Assistant Dean of Teacher Education, Idaho State University, 2002—2005
Professor of Special Education, Idaho State University, 2004—present
Associate Professor of Special Education, Idaho State University, 1998—2004
Assistant Professor of Special Education, Idaho State University, 1993—1998

LEADERSHIP DEVELOPMENT

National Council for Accreditation of Teacher Education (NCATE) and the American Association of Colleges for Teacher Education (AACTE) sponsor *Accreditation, Accountability, and Quality* Conference, Arlington, VA.
September 2007; 2006; 2005.

Association of Colleges for Teacher Education (AACTE), *New Dean's Institute - Academy for Leadership Development*, Minneapolis, MN. June 2005.

Institute For Charitable Giving, *Seize the Opportunity* Conference, San Antonio, TX.
May 2005.

Harvard Summer Institute, *Management Development Program*, Cambridge, MA. June 2004.

HONORS AND AWARDS

2004	Outstanding Public Service Award, Idaho State University
2004	Most Influential Professor, College of Education
1999	Sabbatical Leave to Massey University, Palmerston North, New Zealand
1997	Outstanding Young Woman of America

1997 Master Teacher Award, Idaho State University
1996 Master Teacher Award, Idaho State University
1996 Most Influential Professor, College of Education

PAST POSITIONS

Graduate Intern, School District No. 742, St. Cloud, MN, 1991—1993
Graduate Assistant in Special Education, Syracuse University, NY, 1988—1991
Special Educator, School District No. 742, St. Cloud, MN, 1987—1988
Visiting Teacher, Blindeninstitutsstiftung, Munich, Germany, 1986—1987
Special Educator, School District No. 742, St. Cloud, MN, 1985—1986
Teacher Assistant, Perkins School for the Blind, Watertown, MA, 1984—1985

DOCTORAL DISSERTATION

Hedeen, D.L. (1994). *The interwoven relationship of teaching, learning, and supporting in inclusive classrooms*. Unpublished doctoral dissertation, Syracuse University, Syracuse, NY.

TEACHING

EDUC 102	First Year Seminar
SPED 270	Field Work in Special Education
SPED 330	The Exceptional Child
SPED g425	Diagnostic Procedures
SPED g426	Assessment: Severe Disabilities
SPED g429	Strategies: Severe Disabilities
SPED g442	Survey of Mental Retardation
SPED g443	Autism
SPED g446	Secondary Special Education
SPED g450	Creating Inclusive Classrooms
SPED 495	Student Teaching
SPED 638	Practicum in Special Education
SPED 662	Consultation in Schools

Previous Teaching Experience

University Instructor, Syracuse University, Syracuse, NY. Graduate course: School-Based Program Design for Students with Disabilities (3 credits) 1990—1991.

University Instructor, Syracuse University, Syracuse, NY. Undergraduate course: Curriculum and Methods in Emotional Disturbance and Behavioral Disorders (3 credits) 1990—1991.

**(RESUME HAS BEEN TRUNCATED – FOR COMPLETE RESUME PLEASE
CONTACT SDE)**

East 12411 Sioux Circle Phone 509 - 924 - 5629
Spokane, Washington Fax 208 - 773 - 3218
99206 E-mail
bford@sd273.k12.id.us

Becky Jo Ford

Education

Superintendent Certificate	May 2000	Washington State University
M ED Administration	1997	Whitworth College
Continuing Credits	1991 – 2002	University of Idaho
BS Education	1974	Memphis State University

Professional Experience

2000 - Present Post Falls #273 Post Falls, Idaho
Assistant Superintendent

1994 – 2000 Director of Elementary Education/Instruction/Federal
Programs

1990 – 1994 Elementary Principal

1989 – 1990 Title One Director/Teacher

1982 - 1989 Teacher

1981 – 1982 Teacher

Additional professional activities

Idaho Superintendents Board

Region I Superintendents President

Region I Superintendents Secretary

Idaho Drug Advisory Board

University of Idaho adjunct teacher

State Reading Assessment Team

State Management Review Team – Kellogg, Coeur d'Alene

State Risk Assessment Advisory Committee

University of Idaho Higher Education Review Committee

Post Falls Administrator of the Year

Regional Drug Conference Present

American Legion Educator of the Year

Professional
Memberships

National Association of School Administrators

National Association for Curriculum & Development

Panhandle Reading Association

Idaho School Boards Association

Kootenai Alliance for Children

Association of Curriculum and Development

National and State Association of School Administrators

Post Falls Education Foundation Board

Regions One Superintendents

Beth Davis

717 Dundee Drive
Post Falls, ID 83854
208 659 6430
bdavis@sd273.com

Objective

Professional Standards Commission application

Experience

Special Education Co-Administrator ½ time/School Psychologist ½

Serve as School Psychologist for 3 schools within the district and also
Co- Special Education Director for the district 2007 to present.

School Psychologist

- 2002 - 2007 Post Falls School District, Post Falls, ID
- Serve 3 Elementary and 1 Kinder Center
- Serve on occasion as an administrative designee
- Provide assessment, consultation, develop programming for special education students, support staff and parents in all aspects of child development, serve on Response to Intervention Teams in all schools, participate in 504 plans for students, perform all duties related to school psychology
- Contract work for I-DEA Schools

Special Education Director/School Psychologist

1995-2002 Kamiah Joint School District, Kamiah, ID

- Served as special education director and school psychologist
- Also served for two years as the Title 1 Director
- Served as Counselor K – 8/IRI Coordinator, LEP Director, Summer School coordinator, After School Program (21st Century Learning Center) Director

Elementary Counselor

1993 - 2002 Kamiah Joint School District, Kamiah, ID

- Served as full time counselor K-8;counseling groups, individual and whole classroom guidance instruction
- Crisis Team training and member for district
- Responsible for both Elementary and Middle School Student Councils
- Supervised the annual Talent Show at the Elementary School

3rd grade Classroom Teacher

1987-1993 Kamiah Joint School District, Kamiah, ID

- 3rd grade classroom teacher
- Worked toward Master's Degree in School Counseling
- Ongoing college coursework

Special Education Self Contained Classroom

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

- 1984-1987 Kamiah Joint School District, Kamiah, ID
Developed programs for self contained life skills students K – 8
Completed special education certification

Education

**Lewis Clark State College Lewiston, ID
1978-1984**

- Bachelor's Science Education
- Minor in music
- 1985 Special Education Endorsement

University of Idaho, Moscow, ID

- 1988 – 1993 Masters' of Education Counseling and Human Service
- 1994 – 1995 Specialist in School Psychology
- 1995 – 1997 Administrator Director of Special Education Endorsement

References

JoAnn Wilson-Curtis, Special Education Director, Post Falls School District

Mont Hibbard, Retired Special Education Director, Lewiston, Idaho

Ramona Lee, Special Education Director Fruitland, ID

Dale Durkee, Superintendent Orofino Schools

Beverly Benge, Regional Sp. Ed. Consultant North Idaho

Acknowledgments

1993 Selection for Idaho Presidential Math/Science Award

2001 Individual *Brightest Star* Award for Idaho

2002 Nominated for the *Super Hero Award* Idaho Children's Trust Fund Board

Served on *Idaho Children's Trust Fund Board* from 1998 – present

Served on Lewis County At Risk Task Force from 1995 – 2002

Served on *Children's Mental Health Lewis County Board* 95-02

Director for Valley Singers Community Choir 1979-02

Member of Kamiah Community Presbyterian Church 35 years

Interests: Music, reading, travel, biking, hiking, cooking, gardening, sewing, boating, fishing, camping, spending time with my family and friends.

Diana S. Zigars

2350 W. Anatole St.
Meridian, ID 83642
(208) 895-8743 (H)
(208) 454-2087 (W) (208) 880-4491 (W-Cell)

EDUCATION

Master of Arts Degree
Educational Administration
California State University, Dominguez Hills
Carson, CA
1990

Bachelor of Science Degree
California State Polytechnic University
Physical Education/Education
Pomona, CA
1980

Associate of Arts Degree
Mt. San Antonio College
Physical Education
Walnut, CA
1976

CERTIFICATION AND ENDORSEMENTS

Idaho Certification and Endorsements
Valid through 9/01/2012

Administrator
School Principal K-12
Director of Special Education

Standard Exceptional Child
Generalist K-12
Severe Retardation K-12
Serious/Emotionally Disturbed K-12
Supervisor/Coordinator Special Education K-12

Standard Secondary
Physical Education K-12

Comprehensive Literacy Completion
Idaho Technology Competency

PROFESSIONAL EXPERIENCE

**Special Education and Gifted/Talented Programs Director
Canyon-Owyhee School Service Agency (COSSA)
1996-Present**

Director of Special Education and Gifted/Talented Programs for five district cooperative including Homedale, Marsing, Notus, Parma and Wilder School Districts in Southwest Idaho. Supervision of over eighty staff members including Special Education Teachers, Educational Assistants, and Support Staff (School Psychologists, Speech/Language Pathologists, Physical and Occupational Therapy). Direction of over twenty-eight programs including: two day treatment centers for Emotionally Disturbed students, Developmental Pre-School, Resource Specialist Programs, Extended Resource Rooms, Special Day Class – Severe, and a full range of instructional programs including serving students who are deaf/hard of hearing, visually handicapped, etc. in a full range of placement options. Supervision of instruction, conducting staff development, budget preparation. Administration of the IEP process to insure compliance including assessment, eligibility and delivery of services.

**Coordinator
Los Angeles Unified School District
Alfonso B. Perez Special Education Center
1992-1996**

As part of the administrative team, assists the principal in the planning, organization and implementation of curriculum objectives and supervision of instruction. Sponsorship of secondary and elementary programs including conducting department meetings, instructional program, and programming of students and scheduling of classes. Coordinate school functions including fundraising, multi-cultural assemblies, special programs, Parent Advisory Councils and extracurricular activities. As Chapter I Coordinator, completed duties of compliance for categorical programs including writing of the School Plan, preparation of the budget for Chapter I and Bilingual Education Programs, and responsible for coordinating Parent Advisory Committees for these programs. Administration of the IEP process to insure compliance including assessment, eligibility and delivery of services.

**Assistant Professor
California State University, Dominguez Hills
1995-1996**

Supervision of student teachers for Learning Handicapped and Severely Handicapped Credential Programs for Practicum experience. Visitation at assigned sight, presentation of seminar experiences, and evaluation of teaching experience and required course work.

**Teacher
Los Angeles Unified School District
1984-1992**

Taught Adapted Physical Education to qualified students as an Itinerant Teacher and at Special Education Facilities for Pre-school - 12th grade. Special Education Teacher for Special Day Class, grades 1-3. Served as Department Chairperson, Master Teacher, and on Curriculum Development Committees.

**Mentor Teacher
Los Angeles Unified School District
1987-1992**

Mentor Teacher for the Division of Special Education. Assigned to new teachers to the district. Supervision of instruction, providing assistance in program implementation, staff development/training and leadership. Presenter at various district-level staff development programs.

**Teacher
Bear Valley Unified School District
1982-1983**

Teacher at Big Bear High School - Physical Education and Geography. Coached Varsity Basketball team. Designed and implemented curriculum for Girl's Physical Education Department.

**Teacher
Rowland Unified School District
1979-82**

Taught Physical Education, English, Reading, and Physical Science at John A. Rowland High School. Coached varsity basketball, softball, and lower division volleyball. Participating in the Sierra League Coaches organization and CAHPER organization as an active member.

PROFESSIONAL DEVELOPMENT

Professional Committee Participation

Statewide Special Education Advisory Panel (2006-Present)
Idaho State Board of Education Blind/Visually Impaired (VI) and Deaf/Hard of Hearing (HH)
Statewide Planning Committee (2007)
Early Childhood Partners (Districts/Headstart/Infant-Toddler) Regional Committee (2006-Present)
Canyon-Owyhee Children's Mental Health Coalition (2000-Pres)
Professional Standards Commission (PSC) Member (2000-03)
IASA Publications Committee Member and Chair (2001-03, 2005-Present)
Idaho Alternate Assessment Development Committee (2000)
"Idaho's Most" Professional Development Advisory Committee (2000-2003)
University Of Idaho Advisory Committee (2001-2002)

Presenter

DARE National Conference
Cal State University, Dominguez Hills Special Education Conference
LAUSD Division of Special Education Conference

Trainer

Mobile Opportunities via Education (MOVE) Trainer
I CAN Curriculum Trainer
LAUSD Staff Development Programs, Physically Handicapped
New Teacher Staff Development
Bilingual District Intern Program Trainer
Community Based Instruction (CBI) Curriculum Development

Specialized Training

IEP Facilitation
Wraparound Services – Children's Mental Health
Alternate Assessment
Early Childhood Outcomes
Behavior Plan Development
Case Manager Training (Hughes Bill)
Mandt Training
Community-Based Instruction (CBI)
Mandt System

IEP Mediation
Special Education Legal Issues
Discrete Trial Training
Response to Intervention (Rti)
School-Based Medicaid
Physical Assault Response Training (PART)
LEARN Advanced Management Training
Functional Behavioral Assessments

References

Mark Cotner
Director, Canyon-Owyhee School Service Agency
20567 Whittier Dr.
Greenleaf, ID 83626
(208) 454-2087

Jim Norton
Superintendent, Parma School District
805 E. McConnell
Parma, ID 83660
(208) 722-5115, Ext. 601

Dan Arriola
Superintendent, Wilder School District
210 A Ave E
Box 488
Wilder, ID 83676
(208) 482-6228, Ext. 402

Dr. Harold Shockley
Superintendent, Marsing Joint District
Hwy 78, Box 340
Marsing, ID 83639
(208) 896-4111, Ext. 196

Dr. Bonnie Gallant

2582 E. Table Rock Rd.
Boise, ID 83712

208-363-0223

Summary Experience in performing a variety of teaching and supervisory duties, budget management, curriculum adaptation, legal compliance, problem solving, strategic planning and continuous improvement.

Experience 2004 – Present Area Director for the Borah Quadrant, Boise School District, No. 1

1995 – 2004 Director of Special Services, Joint School District No. 2, Meridian, Idaho

- Monitor and manage Special Education Title VI-B budget for the school district
- Supervise and evaluate special education supervisors, consulting teachers and all other related service providers for the district
- Plan, update and review special education issues regarding technology, curriculum, teacher supervision and evaluation
- Plan and support construction needs for new school facilities
- Partner with the Department of Health and Welfare to provide a Therapeutic Learning Center Program to students, at all grade levels, who need psychiatric and counseling services in order to meet their Individual Education Plan requirements
- Align school district with the training and paperwork requirements necessary to meet Section 504 needs within the school
- Provide training to new teachers on the needs to be professionally aware of Individual Education Plans and how to evaluate curriculum alignments to meet the needs of special students
- Represented the district in a due process hearing regarding a special education student. The hearing officer found in favor of the district
- Established off campus programs for special needs students aged 18-21 who need daily living, job opportunities and independent living skills in order to become more independent

1993 – 1994

- Facilitator trained in Frameworks as of 1993
- Co-taught Frameworks for Northwest Nazarene College, Spring, 1994 Payette, Idaho

1992 – 1995 Assistant Director of Special Services, Vallivue School District, Caldwell, ID

- Chaired Child Study Team meetings developing Individual Education Plans for variety of students with disabilities
- Completed classroom observations regarding teacher interactions; classroom management, curriculum accommodations
- Structured and designed behavior management plans for specific student needs
- Consulted with classroom teachers in making curriculum and behavior modifications, environmental adjustments
- Presented district workshop topics including Section 504, Teacher Assistance Teams
- Assisted with design and curriculum for extended resource room
- Chaired committee in determining ADD/ADHD responsibilities within the public schools

1985 – 1992 Supervisor, Special Education Services, Nampa School District, Nampa, ID

- Chaired Teacher Assistance Teams, Child Study Teams and Annual Reviews including all state-acknowledged eligibilities
- Completed supervision and evaluation process with multiple special education teachers
- Supervised program for adapting curriculum for lower performing students in the regular classroom
- Assisted with transition programming for secondary special education students
- Assisted with design and implementation for preschool program for developmentally delayed students
- Designed programs for behaviorally challenged students
- Provided monitoring and supervision of junior high vocational education program
- Redesigned referral forms/individual education plans to meet state guidelines
- Supervised student teachers from Idaho State University

1978 – 1988 Science Research Associates

- Consultant in direct instruction materials

1979 – 1985 Consulting Teacher, Nampa School District

- Assisted in developing public school programming for severely challenged students
- Collaborated with the Idaho State School and Hospital in providing appropriate programming for school-aged clients
- Redesigned referral forms/individual education plans to meet state guidelines
- Redesigned self contained classroom structure and philosophy to become extended resource room
- Assisted in developing district's first program for severely emotionally disturbed students
- Worked with teachers regarding curriculum, behavior management and classroom design to meet the needs of children with disabilities
- Chaired Child Study Team meetings and Annual Reviews
- Presented district workshops on direct instruction, spelling mastery, accommodating students with special needs, and writing behavior management programs

1976 – 1979 Special Education Teacher, Nampa School District

- Taught a multiple category of resource room students, Lakeview School
- Co-Chaired building's referral team process
- Developed Individual Education Plans
- Designed Behavior plans for specific students

1975 – 1976 Graduate Assistant, Idaho State University

- Assisted Dr. Gary Horton with undergraduate special needs classes

1974 – 1975 Teacher, Adult Learning Center, Fort Ord, California

- Taught reading and English to students in GED program

Education 2006 University of Idaho, Boise Campus, Boise, Idaho

- Doctorate in Educational Administration

1999 University of Idaho, Boise Campus, Boise, Idaho

- Specialist Degree in School Administration
- Building Administrator's Credential

1985 University of Idaho, Boise Campus, Boise, Idaho

- Special Education Supervisor and Director's Credentials

1977 Idaho State University, Pocatello, Idaho

- Master's of Education, Special Education

1971 Dominican College, Houston, Texas

- Bachelor of Arts, History and Social Studies

**Professional
Service**

University of Idaho Summer, 2000 Spring, 2000, 2001, 2002, 2003, 2004

- Co-taught Special Education Law class with Elaine Eberharter-Maki & Diane Tappen

University of Idaho Spring, 2001 Fall, 2002 Spring, 2003

- Taught Special Education Administration Classes

Idaho State Board of Education January, 2000

- School Psychologist Standards Task Group Idaho's MOST

Current Legal Issues in Special Education May, 2000

- Presented with Elaine Eberharter-Maki & Diane Tappen

Idaho Association of School Administrators 1985 – Present

Idaho Association of Special Education Administrators 1985 – Present

- Region II President for IASEA 1996 – 1999
- Member of IASEA Legislative Committee 1987 – 1989, 1993 – Present
- President of IASEA, State-Wide position 2001-2002

Served on Legislative Committee for IASA 1990 – 1993

Co-Chaired Issues Task Force Committee 1990 – 1992

Council for Exceptional Children 1975 – 1995

Terry Reilly Health Clinic CONNECT Board 1988 – 1992

Nampa Education Association 1976 – 1980

Meridian School District – Administrator of the Year 2002 – 2003

**Idaho Association of Special Education Administrators' Administrator of the Year Award
2000 – 2001**

Meridian Arbor Award Winner Administrator of the Year Award 2003 – 2004

Nampa Education Association's Teacher of the Year 1979

Special Olympics 1975 – 1978

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Esther Kaye Henry

271 North 3900 East, Rigby, ID 83442

(208) 745-6783

ehenry@sd251.org

Objective	Become a member of the Idaho Professional Standards Commission	
Association And Community Involvement	<ul style="list-style-type: none">• Merit Badge Counselor, BSA• Jefferson County Fair participant• Farm Bureau Talent Show Winner• Church leadership, teaching, music• Snake River Flood Relief volunteer• Tutoring for remedial college English classes• Alliance Canal weed control—20 years• Jefferson Co. Ed. Assoc. Building Rep., 1993-1994• JCEA V.P., 1995• JCEA Pres. Elect, 1996• JCEA President, 1997-1998• JCEA Negotiations Team, 1994-1998• JCEA Grievance Committee, chair—1999-2001• IEA Delegate Assembly Member—10 years• IEA campaign worker for 1% Initiative, 2007	
Teaching/ Professional Experience	English Teacher Rigby High School , Rigby, Idaho <ul style="list-style-type: none">• Grades 10-12 remedial, regular, AP courses—15 years• National Honor Society Advisor—9 years• District English curriculum alignment committee—7 years• School Improvement Committee, chair—4 years• AP Institute participant—6 years• Senior class advisor—3 years• District principal selection committee member—4 years• Textbook adoption committee—4 years• 10-year accreditation committee chair—1998• District Harmony Committee member—7 years• Mentor teacher—8 years• English Dept. chair—4 years• Cooperating teacher for student teachers—5 years <i>Recognition/Awards:</i> <ul style="list-style-type: none">• Jefferson County Teacher of the Year, 2002• Who's Who Among American Educators—1995, 1996, 1997, 2001, 2003• Marquis Who's Who in America, 2007• Marquis Who's Who Among American Women, 2008	<i>1992 to Present</i>
	English Teacher Springville High School , Springville, Utah	<i>1985 - 1992</i>
Education	Master of Arts—Instruction and Technology <i>Western Governors University</i> , Salt Lake City, Utah	<i>2004</i>
	National Board Certified Teacher—Adolescent/Young Adult Language Arts	<i>2001</i>
	Bachelor of Arts—English Education, Communications Minor <i>Brigham Young University</i> , Provo, Utah	<i>1985</i>
References	Enclosed	

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SHEILA M. MACK
7348 W WRIGHT ST, RATHDRUM, IDAHO 83858
(208) 687-1773, [Sheila Mack@msn.com](mailto:Sheila_Mack@msn.com)

OBJECTIVE: To obtain a position on the Professional Standards Commission for the State of Idaho.

EDUCATION: -University of Idaho, K-8 Certification with endorsements in physical science and psychology through grade 9; 1998.
-University of Montana, Bachelor of Arts, Psychology; 1991.
-Post Falls High School, Graduate, 1986

EXPERIENCE: **Science Teacher:** plan and implement curriculum; carry out daily lessons; maintain classroom management-behavior, records, physical environment.
10/00-present: Post Falls Middle School, Post Falls School District 273, PO BOX 40, POST FALLS, ID 83877
Supervisor: Deborah Davis, principal (208)773-7554

Preschool Teacher: plan and implement curriculum; carry out daily lessons; maintain classroom management-behavior, records, physical environment. *8/99-6/00:* Licia's Playhouse Daycare and Preschool (no longer in business)
Supervisor: Licia Schlemm, owner (239)938-6611

Substitute Teacher: fill in as assigned; teach and manage students according to lesson plans, schedules, and other directions left by the teacher. *8/99-6/00, 8/97-6/98, 3/96-1/97:* Post Falls School District #272, PO BOX 40, POST FALLS, ID 83877
Supervisor: Dawna Shepard, Substitute Coordinator, (208)773-7246

Substitute Teacher: fill in as assigned; teach and manage students according to lesson plans, schedules, and other directions left by the teacher. *8/99-6/00, 8/97-6/98, 3/96-1/97:* Lakeland School District #272, PO BOX 39, RATHDRUM, ID 83858
Supervisor: Ron Schmidt, Assistant Superintendent (208)687-0431

Elementary Teacher: plan and implement curriculum; carry out daily lessons; maintain classroom management-behavior, records, physical environment. *2nd grade 11/98-6/99, kindergarten 8/98-10/98. 8/98-6/99:* Challenger Christian Day School, 710 W SELTICE WAY, POST FALLS, ID 83854
Supervisors: Jan & Jerry Rogers, owners, (208)773-5200

Student Teacher: plan and implement curriculum; carry out daily lessons; maintain classroom management-behavior, records, physical environment; other duties as assigned; observe other teachers.
1/97-5/97: Lakeland School District #272, Getty Keifer Elementary, PO BOX 39, RATHDRUM, ID 83858 (208)687-5206
Supervisors: Kathy Rollins and Mary Conrath, Master Teachers

Lifeskills Paraprofessional: assist with students' educational programs, social skills and personal needs as appropriate. 9/94-6/97: Post Falls High School, Post Falls School District #273, PO BOX 40 POST FALLS, IDAHO 83877
Supervisor: Dorothy Lei, PFHS Lifeskills, (208)773-0851

REFERENCE:

Deborah Davis, Principal, Post Falls Middle School, (208)773-7554
PO BOX 40, POST FALLS, IDAHO 83877

Kurt Koetter, retired teacher, Post Falls Middle School, (208) 687-1289
Rathdrum, ID 83858

Jeri Anne Lee, PE teacher, Post Falls High School, (208) 773-0851
PO BOX 40, POST FALLS, IDAHO 83877

4124 N. Hawthorne St.
Spokane, WA 99205
509-981-3466 or 509-326-3480

Lynne M. Stembridge

Certification	Idaho Teaching Credential , 6-12 Social Studies, 6-12 History Idaho Education Technology Competency Certificate , 2003 Residency Teacher Certificate , State of Washington, July 2001. Endorsements: 4-12 History, 4-12 Social Studies, 4-12 English.
Education	Master in Teaching: Secondary Education Whitworth College, August 2001. Technical Research Thesis: Impact of High-Access Computer Usage on Social Studies Learning in the Ninth Grade. Bachelor of Arts/Liberal Studies Whitworth College, June 2000. Summa cum Laude Major: U.S. History Minor: Political Science
Publications	“Not Such Simple Gifts: The Shakers and Their Legacy” <i>History Magazine</i> , August/Sept. 2000 <i>History Today Magazine</i> , January 2001
Professional Memberships	Northwest Professional Educators Organization of American Historians
Teaching Experience	Coeur d’Alene Charter Academy , Coeur d’Alene ID September 2002 - Present <ul style="list-style-type: none">• Social Studies Department Chair• Advanced Placement U.S. History• College Prep U.S. History• 8th grade Civics• 9th Grade Ancient History (College Prep and Honors)• Open grade Written and Oral Communications Saint George’s School , Spokane WA July 2001 – June 2002 <ul style="list-style-type: none">• 10th grade Modern World History• Designed and taught Ethics, Politics & Society (Junior/Senior Elective)• Freshman student advisor• Mock Trial and Knowledge Bowl Teams

Student Teacher Practicum, Lewis & Clark High School, Spokane, WA, September 2000-June 2001.

- 11th grade American Studies History (regular and block lessons)
- 9th grade Global Issues (regular and block lessons)
- 9th grade Structured Studies (regular and block lessons)
- Knowledge Bowl team, Debate team, assisted with Junior Class Leadership
- Scored 8th Grade Writing Assessments

**Related
Experience**

Multicultural Field Experience, Hillyard Extended Learning Center, Spokane, WA, January 2001.

Utilized small cooperative learning groups to implement several lessons designed to strengthen English language skills in basic, intermediate and advanced adult ESL classes. Assisted with reading readiness in regular and special needs Head Start classes

Classroom Resource Speaker, Spokane School District #81
MESA program (Mathematics, Engineering, Science Achievement)
Spokane WA, 1996-98.

**Additional
Experience**

Advanced Placement U.S. History Exam Reader, 2008

NISTAR Recognized Teacher, May 2007

**National History Day Summer Institute Scholar:
History of the American West, July, 2003**

Chairperson, Federal Advisory Committee on Hanford Health Effects
Agency for Toxic Substances & Disease Registry, U.S. Dept. of
Health and Human Services. Atlanta, GA. September 1994 – July 1999.

Executive Director. Hanford Education Action League (HEAL)
July 1990 – March 1999

References

Placement File
Education Certification and Placement Office MS0701A
School of Education
Whitworth College
Spokane, WA 99251
(509) 777-4405 or 4406

Dan Nicklay
Principal
Coeur d'Alene Charter Academy
(W) 208-676-1667

Deena Ervin
Humanities Dept. Head
Saint George's School
(W) 509-466-1636

Mark Gorton

(208) 660-3646

8260 Arizona Street, Rathdrum, ID

mgorton@lakeland 272.org

Education/ Memberships

1991-1997 Lewis-Clark State College
Bachelor of Science Communications

Idaho State Teaching Certificate:
Communications, Public Speaking and Drama

Idaho State Teaching Endorsements:
Social Studies, U.S. History, U.S. Government, World History, Idaho Technology Endorsement

◆────────────────◆
2005-Present Northwest Professional Educators

Honorary Member of Alpha Psi Omega National Dramatic Fraternity

◆────────────────◆ *Awards*

2005 Veterans of Foreign Wars Teacher of the Year
Mountain View High School

2007 Northwest Professional Educators Scholarship Winner

Work Experience

1998-2000 Alternative School Teacher
Lapwai Alternative School, Lapwai, School District #341

- Designed and implemented new Alternative School Curriculum
- Help pioneer the PLATO learning system on a school wide scale
- Member of the Lapwai Albertson's Technology Committee

2000-2005 U.S. History, World History, Drama Public Speaking and Technology Teacher
Lakeland Junior High/Mountain View High School

- Member of Lakeland Junior High Curriculum Collaboration Committee
- Member of Lakeland Social Studies Common Course Assessment writing Committee

Presently U.S. History, World History, Drama and Technology Teacher
Mountain View High School

- Continued development of Mountain View drama program
- Implementing Lakeland School District Curriculum
 - Chairman Senior Project Committee

Advising/ Coaching

Mountain View Alternative School Yearbook Advisor
Mountain View Alternative School Drama Club Coach
Lakeland High School Track and Field

References

John Klingaman,
Principal, Mountain View Alternative School
1-208-687-0025

Georganne Griffith
Principal, Timberlake Junior High School
1-208-623-2582

Dennis Kachelmeier
Principal, St. Maries Middle School
1-208-245-2142

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1500 S. Riverside Harbor 208-773-7536
Post Falls, ID 83854 dmackesy@lakeland272.org

Dawn Mackesy

Experience

2004- Present Mt. View Alternative High School Rathdrum, ID

Teacher

- Teach a variety of subjects: Economics, Government, World History, 9th and 10th grade English.
- PLATO instructor.
- Design ISAT remediation courses tailored to individual students.
- Instruct teachers on classroom use for PLATO courseware.
- Advisor for Student Council.
- Mt. View Teacher of the Year 2006

1996-2004 Lakeland Jr. High School Rathdrum, ID

Teacher

- Instructed students in a variety of courses: 8th and 9th grade English, World History, Careers.
- Mentor for new teachers.
- Coached volleyball and basketball.
- LJHS Teacher of the Year 1999, 2001

1995-1996 Lakeland School District Rathdrum, ID

Substitute Teacher

Education

1989– 1994 Eastern Washington University Cheney, WA

- B.A. Ed English
- Associate Students of EWU Council Member

1995-1996 University of Idaho Directed Study

- Social Studies courses to become endorsed in Social Studies

Memberships

- Reverse Job Fair Committee Member 2007-Present
- Senior Project Co-designer, Lakeland School District 2007-present
- High School Redesign Committee 2005-2007
- High Schools that Work Committee Member 1999-2002
- Member NCCE (National Council for Computers in Education)
- Member Northwest Professional Educators

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3801 Kootenai St. • Boise, ID • 83705
Phone (208) 598-1102 • E-mail NWSmith@sde.idaho.gov

NICHOLAS W. SMITH

EDUCATION

- | | |
|------|--|
| 2006 | University of Idaho
<i>Masters Educational Leadership</i> |
| 2002 | University of Idaho
<i>Bachelor of Science Education</i>
<i>Secondary Education Social Science Major, Health Minor</i> |

PROFESSIONAL EXPERIENCE

- | | |
|-------------|--|
| 2007 – 2008 | Idaho State Department of Education
<i>Deputy Superintendent of School Support Services</i> <ul style="list-style-type: none">• Overseeing programs areas of Teacher Certification and Professional Standards, Coordinated School Health, Driver Education, Indian Education• Work directly with Rural Schools, Alternative Schools, School Accreditation |
| 2006 | Idaho State Department of Education
<i>Civic Education Coordinator</i> <ul style="list-style-type: none">• Supporting Idaho's Civic Mission of Schools in K-12 education• Providing resources and training to support Idaho's districts in their mission to infuse Civic Education, Character Education and Service Learning into their schools• Established partnerships working with Adult Basic Education and Idaho Digital Learning Academy in relation to curriculum development, marketing and promotion of courses |
| 2003 – 2006 | Bliss School District
<i>Dean of Students/ Social Studies and Health Teacher</i> <ul style="list-style-type: none">• Duties of Jr. High and High School principal• Director of Gifted and Talented program (K-12)• Administrator of school wide Professional Technical Education programs• Advisor for local National Honor Society• Teacher: American Government, Idaho History, Health |
| 2002 – 2003 | Bliss School District
<i>Social Studies / Health Teacher</i> |

- World Geography
- Idaho History
- U.S. History
- World History
- Health

CERTIFICATIONS

Administration Certification

Standard Secondary

- Social Studies 6 – 12
- History 6 – 12
- Health 6 – 12

Idaho Technology Test

- Passed Spring 2002

SPECIAL SKILLS

Teaching – Center for Civic Education programs

- We The People: Citizens and the Constitution
- Project Citizen

Coaching

- Track and Field
 - Hurdles, Sprints, Distance, High Jump, Long Jump, Shot Put, Discus
- Basketball

HONORS AND DISTINCTIONS

2005 – 2006	North Side Conference Boys Track and Field Coach of the Year
2004 – 2005	North Side Conference Boys Track and Field Coach of the Year
2003 – 2004	Idaho 4 th District Boys Track and Field Coach of the Year
2003 – 2004	North Side Conference Boys Track and Field Coach of the Year
	National Society of Collegiate Scholars
	University of Idaho's Deans List
	Phi Eta Sigma National Honor Society

Golden Key National Honor Society

University of Idaho Athletic Honor Role

University of Idaho Scholar Athlete

ADDITIONAL PROFESSIONAL ACTIVITIES

- | | |
|----------------|---|
| 2007 – 2008 | <p>Grant Writing and Management
<i>Rural Education Achievement Program (REAP) Grant and Program Manager</i></p> <ul style="list-style-type: none">• Managed the Rural and Low Income School Program and the Small Rural School Achievement Program Federal grants which provide funding to rural schools to address their unique needs |
| 2006 | <p><i>English Language Civics Grant</i></p> <ul style="list-style-type: none">• Joint project with the Idaho Digital Learning Academy and Adult Basic Education• A grant that funded the creation of an online Citizenship Education program to educate immigrants in civics and the English language |
| 2006 | <p><i>Learn and Serve Idaho</i></p> <ul style="list-style-type: none">• Managed Idaho's Service Learning Grant• Reviewed Learn and Serve school/district grant applications• Filed grant progress and closeout reports |
| 2006 | <p><i>Character Education Sustainability Grant</i></p> <ul style="list-style-type: none">• Infuse and sustain Character Education into the Bliss School District's curriculum and overall school vision and mission |
| 2007 – Present | <p>Committees and Commissions
<i>Idaho State Accreditation Committee</i></p> <ul style="list-style-type: none">• Served as a Commissioner of the Idaho State Accreditation Committee for Northwest Association of Accredited Schools (NAAS)• Represented the State Department of Education in the Accreditation process |
| 2007 – Present | <p><i>Rural Education Taskforce</i></p> <ul style="list-style-type: none">• Served as Chairman of the Rural Education Taskforce• Worked to identify solutions to the issues facing Rural Schools |
| 2007 – Present | <p><i>Professional Standards Committee</i></p> <ul style="list-style-type: none">• Served as liaison between the PSC and the State Department of Education• Served on the Standards Sub-committee |

- 2007 – Present *State Department of Education Representative to the Idaho Association of Secondary School Principals*
- *Served as liaison between LASSP and the State Department of Education*
- 2006 *Social Studies Roundtable*
- A group of social studies educators brought together to:
 - Increase collaboration between social studies organizations
 - Increase participation, professional development and the profile of Social Studies throughout the State of Idaho
- 2006 *Abraham Lincoln Bicentennial Commission*
- Idaho State Department of Education representative on the Commission established by Governor Dirk Kempthorne to plan for a statewide recognition and celebration of the 200th Anniversary of Lincoln's birth on February 12, 2009
 - Specific task of planning the role that schools will play in the Bicentennial celebration
- 2003 – 2006 *International Education Taskforce*
- Lesson developer
 - Education missions to:
 - Germany
 - Basque Country, Spain
 - China
 - Jordan
- 2002 – 2006 **Other Activities**
Center for Civic Education Project Citizen Idaho District Coordinator
- National Trainer for Project Citizen
 - Mentoring teachers on the use of Project Citizen in their classrooms at Project Citizen Regional Institutes
 - Promoting Project Citizen in Idaho
 - Supporting teachers who use Project Citizen in the classroom
- 2002 – 2006 *Coaching*
- Head Boys Track Coach: 2003, 2004, 2005, 2006
 - Varsity Boys Basketball Coach: 2003-04, 2004-05, 2005-06
 - J.V. Boys Basketball Coach: 2002-03, 2003-04, 2005-06
- 1998 – 2002 *University of Idaho Track and Field Team*
Decathlete / 110 Meter High Hurdles
- 3rd Place Decathlete Big West Conference Championships 2002
 - Outdoor Big West Conference Team Championship 1999 – 2000

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

1270 West Beacon Light Road
Eagle Idaho 83616
March 20, 2008

Idaho State Board of Education
650 West State Street
Boise Idaho

RE: Professional Standards Commission

Dear Sir:

I am writing to express my interest in serving on the above captioned commission. I have been a trustee for Joint School District No. 2 for six years and have been active with the Idaho School Board Association for the last four years. It has been very interesting to work on the issues pertaining to our educational system from a statewide vantage point rather than just from that of a large and growing school district.

I have the time and am willing to put forth the effort to prepare for and attend the meetings of the Professional Standards Commission.

I have attached my resume for your review.

Very truly yours,

ANNE RITTER

ANNE RITTER
1270 West Beacon Light Road
Eagle Idaho 83616

WORK EXPERIENCE:

September 1983- April 1992

Attorney at Law
Civil Litigation

September 1984-December 1991 (Part time)

Professor: Ventura and Santa Barbara Colleges of Law
Taught pretrial litigation techniques, fundamentals of legal research, remedies, agency and partnership, employment discrimination, case analysis and fundamentals of legal analysis

March-May 1983 (Part time)

Clerk for Los Angeles County Superior Court, Law and Motion

1976-1983

Teacher/ Test Coordinator
ABC Unified School District, Cerritos California
Taught reading, math, language and writing in a continuation high school.
Coordinated all state mandated proficiency tests, conferences and records.

1974-1976

Los Angeles County Superintendent of Schools
Juvenile Diversion Counselor

EDUCATION:

Western State University College of Law, Fullerton, California

Juris Doctor Cum Laude, December 1982
Class Standing 4/115
American Jurisprudence Awards: Criminal Law, Family Law, Wills, Corporations, Uniform Commercial Code
Law Review
Who's Who in American Colleges and Universities, 1982-83

University of Southern California

MSEd, Counseling August 1974

University of Redlands

BA, History, May 1973

COMMUNITY SERVICE:

Joint School District Number 2

Trustee, Zone 4 July 2002-present

Committee memberships: Graduation Standards, Alternative Graduation Standards, Gifted and Talented Education, Instructional Improvement, Internet Usage, Title 1 Parent Involvement, Continuous Improvement, Crisis Management Team

Vice Chairman July 2006-present

Idaho School Board Association

Region 3 Chairman 2005-2007

Region 3 Vice Chairman 2007-present

Friends of the Eagle Library

Treasurer 1998-present

Book Sale Chairman 2000-present

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APRIL 17-18, 2008

March 20, 2008

Professional Standard Commission
Idaho Department of Education
Boise, ID

Re: Appointment to Professional Standards Commission

To Whom It May Concern:

I have been an advocate for children for many years in various capacities from committee work, to serving as chairman of my local school board of which I have been a member for 13 years. Some of the accomplishments that have taken place since being on the Post Falls School District Board are the passage of bond levies for three schools, the last being an elementary school to open in the Fall of 2008. We have implemented KinderPlus (summer school readiness program), developed Alternate Route to Graduation, Character Education Program, Breaking Down the Walls (high school program) Connecting the Dots (middle school program), Link Program for our incoming Freshman, and developed and implemented a Wellness Program for our staff, just to mention a few accomplishments. We continue to review and revise policy, work on our Long Range Facility plan as well as our Strategic Plan.

I have been active in public education for as long as I can remember and continue to serve on my local school board. I currently serve as President of the Idaho School Boards Association. I have a passion for children and feel they should have every opportunity to succeed.

During my service to and for the children of Idaho I have served on various committees some of which I have listed below:

Chamber of Commerce/Ambassadors/Float Committee
Band Parent Organization/Band Chaperone
Boy Scout Leader/Merit Badge Counselor
River City Soccer Founding Member/Treasurer
Odyssey of the Mind Coach
Junior Miss Board of Directors
Local and State PTA Board
Post Falls School District Long Range Facility Committee
Senior Party Committee 2003 - Senior Party Co-Chair 1998

As you can see from the list above, I am committed to children and the

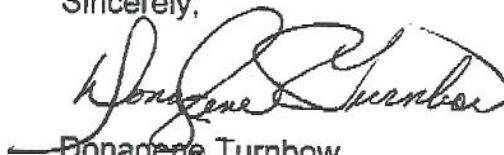
STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

educational system as we know it. I have the desire, commitment and passion to serve on the Professional Standards Commission to continue the forward progress to have the best of the best educators and provide them with the guidance, knowledge and opportunity to be successful in their endeavors as educators. I understand ethics and confidentiality not only from a board standpoint but from a professional standpoint. I am a team player, have an optimistic perspective and a forward thinker. It would be an honor and a privilege to serve.

I work full time as a legal assistant and have done so for 15+ years. In my free time I enjoy sewing, cooking, riding my bike, walking and playing a little golf. I look forward to family gatherings and time with friends.

Thank you for your consideration, I look forward to the opportunity to serve.

Sincerely,



Donagene Turnbow
2431 N. Henry Street
Post Falls, ID 83854

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

**IDAHO STATUTES
TITLE 33
EDUCATION
CHAPTER 12
TEACHERS**

33-1252. PROFESSIONAL STANDARDS COMMISSION -- MEMBERS -- APPOINTMENT -- TERMS. A professional standards commission is hereby created in the department of education, consisting of eighteen (18) members, one (1) of whom shall be a member of the staff of the state department of education, and one (1) of whom shall be a member of the staff of the division of professional-technical education, to be appointed by the state board of education. The members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system of the state and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. Such expansion of membership on the professional standards commission shall not require reaffirmation of the codes and standards of ethics and rules of procedure used by the professional standards commission.

Except for the member from the staff of the state department of education, and the member from the staff of the division of professional-technical education, three (3) nominees for each position on the commission shall be submitted to the state superintendent of public instruction, for the consideration of the state board of education. Any state organization of teachers whose membership is open to all certificated teachers in the state may submit nominees for positions to be held by classroom teachers; the Idaho association of school superintendents may submit nominees for one (1) position, the Idaho association of secondary school principals may submit nominees for one (1) position; the Idaho association of elementary school principals may submit nominees for one (1) position; the Idaho school boards association may submit nominees for one (1) position; the Idaho association of special education administrators may submit nominees for one (1) position; the education departments of the private colleges of the state may submit nominees for one (1) position, the community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position.

The state board of education shall appoint or reappoint members of the commission for terms of three (3) years.

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STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

SUBJECT

Proposed Change to IDAPA 08.02.02.060. Rules Governing Uniformity – Application Procedures / Professional Development

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1258, Idaho Code

BACKGROUND

This rule change reflects negotiated language to assuage concerns regarding the definition of “educationally related” credits for recertification for educators that was passed through rule last year.

DISCUSSION

The Idaho Education Association opposed the rule change last year citing concerns that the change would unreasonably limit the credits an educator could apply toward recertification requirements and consequently discourage teachers from seeking another teaching degree or new endorsement.

The rule change also explicitly states that all coursework commencing prior to September 1, 2008 will be accepted for certification.

The opportunity for appeal is also outlined in cases where credits are not accepted as meeting recertification requirements.

IMPACT

N/A

ATTACHMENTS

Attachment 1 – Proposed Change to IDAPA 08.02.02.060

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

BOARD ACTION

Motion to approve the temporary and proposed rule change to IDAPA 08.02.02.060, Rules Governing Uniformity, Application Procedures / Professional Development.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

060. APPLICATION PROCEDURES / PROFESSIONAL DEVELOPMENT.

01. Application for Idaho Certificate. To obtain, renew, or reinstate an Idaho certificate, the applicant will submit an application on a form supplied by the State Department of Education or the State Division of Professional-Technical Education. (3-16-04)

02. State Board of Education Requirements for Professional Growth. (4-1-97)

a. Credits taken for recertification must be educationally related to the professional development of the applicant. (4-1-97)

i. Credits must be specifically tied to content areas and/or an area of any other endorsement; and/or (4-18-08)T

ii. Credits must be specific to pedagogical best practices or for administrative/teacher leadership; and/or

iii. Credits must be tied to a specific area of need designated by district administration. ()

b. Graduate or undergraduate credit will be accepted for recertification. Credit must be college transferable and completed through an accredited college or university. (4-1-97)

c. All requests for equivalent inservice training to apply toward recertification must be made through the State Department of Education upon recommendation of the board of trustees consistent with the State Department of Education guidelines. Individuals holding Professional-Technical Specialist Certificates must receive State Division of Professional-Technical Education approval of inservice training and course work prior to applying for renewal. (3-16-04)

d. At least fifteen (15) hours of formal instruction must be given for each hour of inservice credit granted. (4-1-97)

e. Recertification credits may not be carried over from one (1) recertification period to the next. (4-1-97)

f. Certificated personnel teaching in subjects outside their major area of preparation will be encouraged to complete the courses required for major certification endorsement. (4-1-97)

g. All credits gained through coursework taken during the validity period of the certificate and commencing prior to September 1, 2008 shall be accepted toward recertification. (4-18-08)T

h. An appeals process, developed by the State Department of Education in conjunction with the Professional Standards Commission, shall be available to applicants whose credits submitted for recertification, in part or as a whole, are rejected for any reason if such denial prevents an applicant from renewing an Idaho certificate. An applicant whose credits submitted for recertification are rejected, in part or as a whole, within six (6) months of the expiration of the applicant's current certification shall be granted an automatic appeal and a temporary certification extension during the appeal or for one (1) year, whichever is greater. (4-18-08)T

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

03. State Board of Education Professional Development Requirements. (4-1-97)

- a.** Districts will have professional development plans. (4-1-97)
- b.** All certificated personnel will be required to complete at least six (6) semester hours or the equivalent within the five (5) year period of validity of the certificate being renewed. (4-1-97)
- c.** At least three (3) semester credits will be taken for university or college credit. Verification will be by official transcript. (4-1-97)

**STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008**

REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

**TITLE 33
EDUCATION
CHAPTER 12
TEACHERS**

33-1258. RECOMMENDATIONS TO IMPROVE PROFESSIONAL STANDARD. The Commission may make recommendations to the state board of education in such areas as teacher education, teacher certification and teaching standards, and such recommendations to the state board of education or to boards of trustees of school districts as, in its judgment, will promote improvement of professional practices and competence of the teaching profession of this state, it being the intent of this act to continually improve the quality of education in the public schools of this state.

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STATE DEPARTMENT OF EDUCATION
APRIL 17-18, 2008

SUBJECT

Pleasant Valley Elementary School District Out-of-State Tuition Waiver Request

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1405, Idaho Code

BACKGROUND

Pleasant Valley Elementary School District and the Jordan Valley School District in Oregon have a mutual agreement and open enrollment policies to accept students from their respective neighboring state. The Pleasant Valley policy requires that non resident students complete an application, and seven Oregon students have completed and submitted the district's applications for Non Resident Enrollment and Tuition Waiver for the 2008-09 school year.

DISCUSSION

The two school districts have an agreement to waive tuition for elementary students residing on the state boundaries who attend school in their state of non-residence. Part of the agreement states the school districts will attempt to maintain reasonable equilibrium in its exchange of students. The agreement will be renewed annually between the two districts.

IMPACT

The request is to waive the out-of-state tuition for the Oregon elementary students attending Pleasant Valley Elementary School District. This agreement is reciprocal and Idaho elementary students attending the Jordan Valley School District will not be required to pay tuition.

ATTACHMENTS

Attachment 1 – Letter from Pleasant Valley School District #364	Page 3
Attachment 2 – Rationale for waiver and District Agreement	Page 5
Attachment 3 – Legal Opinion as solicited by Pleasant Valley	Page 7

RECOMMENDATIONS

BOARD ACTION

A motion to approve the request as submitted by the Pleasant Valley Elementary School District #364 for an out-of-state tuition waiver for four years (2008-2009, 2009-2010, 2010-2011, 2011-2012).

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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PLEASANT VALLEY ELEMENTARY

School District 364
Owyhee County
Jordan Valley, Oregon 97910
(208) 583-2420

RECEIVED
MAR 27 2007
OFFICE OF THE IDAHO
STATE BOARD OF EDUCATION

Andrée M. Scown
Superintendent/Principal

March 20, 2008

Idaho State Board of Education
P.O. Box 83720
Boise, Idaho 83720-0037

Members of the Idaho State Board of Education:

The Board of Trustees of Pleasant Valley School District #364 requests that the State Board of Education waive tuition for the elementary (K-8) students who attend school at Pleasant Valley Elementary who are residents of Oregon.

In order to honor the open enrollment policies of both districts and at the same time be in compliance with Idaho Code regarding out-of-state students, the Pleasant Valley School District and the Jordan Valley School District have entered into a written agreement. This agreement states that either district will waive tuition for elementary students residing on these state boundaries who attend school in their state of non-residence. The waiver must be requested through a formal application by the parents

Seven Oregon students have completed and submitted the district's applications for Non-Resident Enrollment and Tuition Waiver for the 2008-09 school year. Pleasant Valley School District is requesting a waiver from the State Board for a four year period including 2008-09, 2009-10, 2010-11, and 2011-12. The waiver request for these individual students is required annually by the district to be submitted no later than March 15 of the previous spring.

The purpose of this request is to formalize the process and to follow the law regarding this issue. Legal counsel has been sought in order to facilitate the proper procedure so that both districts may operate with the utmost integrity.

Please see attached documents which give further explanation to the situation.

Sincerely,



Andrée M. Scown
Superintendent/Principal

Encl.

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Pleasant Valley Elementary School District #364

Owyhee County, Idaho

P.O. Box 119

Jordan Valley, Oregon 97910

March 1, 2008

Agreement to Waive Tuition

Rationale

Pleasant Valley School District #364 in Owyhee County, Idaho and Jordan Valley School District #3 in Malheur County, Oregon provide schooling to children who reside in the residential and rural areas surrounding the prospective schools. The schools are located seven miles apart, both in very close proximity to the state boundaries. In some cases, the lay of the land and the road access puts students living in one state physically closer to the school of the other state. Historically, the schools have allowed students to cross state boundaries to attend school. Both districts have an open enrollment policy and have accepted students from out of state based on parent request and logistic needs of the family.

At the high school level, all students attend Jordan Valley High School with the Pleasant Valley District paying tuition for each student on an annual basis. At the elementary level (K-8) the districts have had a verbal agreement to allow students to attend either school without charging tuition. Location, travel time and parent choice have been the rationale for this. There has also been an effort to keep an even number of out of state students in each district to keep a balance.

The purpose of this document is to enter into a formal written agreement between both districts to waive tuition for elementary students who attend school in the state that is not their state of residence. This is in accordance with Idaho Code §33-1405 which states: *The board of trustees of a school district may request a waiver from the state board of education of any portion of the tuition rate determined pursuant to this section.*

Agreement

It is hereby agreed by the board of trustees and administration of Jordan Valley School District #3 and the board of trustees and administration of Pleasant Valley School District #364 to waive tuition charges for elementary students (K-8) who attend school in their state of non-residence. As a part of this agreement, both districts will attempt to maintain reasonable equilibrium in its exchange of students. This agreement shall be renewed annually. Students wishing to apply for a waiver for the following school year must do so by March 15 of the previous spring after which they must pay tuition if they choose to attend school in their state of non-residence.

Jordan Valley School District #3

Sam Mackay 3-12-08
Board Chairman Date

Mike Sessions 3/12/08
Superintendent Date

Pleasant Valley School District #364

Kathy L. Smith 3-18-08
Board Chairman Date

Andrie M. Loun 3/18/08
Superintendent Date

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EBERHARTER-MAKI & TAPPEN, PA
EXPERIENCED IN EDUCATION LAW

818 La Cassia Drive
Boise Idaho 83705
Tel: (208) 336-8858
Fax: (208) 367-1560

Elaine Eberharter-Maki
Diane M. Tappen
Roseanne R. Hardin

December 13, 2007

Ms. Andree Scown, Administrator
Pleasant Valley School District No. 364
P.O. Box 119
Jordan Valley, Oregon 97910

RE: Out-of-State Student Tuition

Dear Andree:

Thank you for calling this office again regarding your questions relating to the requirements of Idaho Code addressing the tuition costs for out-of-state students.

Idaho Code Section 33-1403 states:

Whenever the board of trustees of any Idaho school district abutting upon another state shall determine that it is in the best interest of any of its pupils to attend school in a school district in such neighboring state, *the board of trustees may annually agree, in writing, with the governing board of the nearest appropriate school district in the neighboring state for the education, and transportation if the school district attended abuts on the home district, of such pupil or pupils. Any such agreement shall specify the rate of tuition, and cost of transportation if any, to be paid by the Idaho school district, and the agreement shall be entered into the records of the board of trustees and a copy thereof filed with the state board of education.*

The board of trustees of any Idaho school district, as a creditor district, may, subject to the approval of the state board of education, enter into an agreement with the governing body of any school district in another state, as the debtor district, to educate, and if necessary transport, any of the pupils of such debtor district upon such terms and conditions as may be agreed upon and approved, but the rate of tuition to be charged by the Idaho school district shall be not less than the gross per-pupil cost of the credit district, as defined in section 33-1405, Idaho Code, plus the per-pupil costs paid by the state for the employer's share of social security, and the employer's share of retirement for the employees

Ms. Andree Scown, Administrator
December 13, 2007
Page 2

of the creditor district for the previous fiscal year, and other appropriate costs, all as determined by the state board of education. A copy of the agreement shall be entered into the records of the board of trustees and a copy thereof shall be filed with the state board of education. (Emphasis added.)

Additionally the State Board of Education rules at IDAPA 08.02.01.550 state as follows:

OUT-OF-STATE TUITION.

01. *Annual Agreement.* An annual agreement for out-of-state tuition, signed by a local board of trustees and approved by the State Board of Education, may allow students who are residents of an Idaho school district that borders on an adjacent state to attend school in the adjacent state for educational services in kindergarten through grade twelve (K-12). (Section 33-1403, Idaho Code) (Emphasis added.)

02. *State Support Program Allowance.* An Idaho school district will be eligible to receive from the state educational support program an amount equal to the cost of the out-of-state tuition contract less the amount of the local district contribution times the percentage the average daily attendance (ADA) of tuition students is to the total ADA in the school district. (Section 33-1405, Idaho Code)

Idaho Code Section 33-1405 also defines the calculation to be used by the Department of Education to determine the amount of tuition to be charged for out-of-state students. Further, it states:

Charges for tuition made by any creditor school district [receiving] shall be its net per-pupil cost, as hereinabove defined; except that its *gross per-pupil cost shall be charged where any pupil has transferred to . . . or where the home district of any pupil attending school in the creditor district is without the state of Idaho.*

The board of trustees of a school district may request a waiver from the state board of education of any portion of the tuition rate determined pursuant to this section. A waiver request must be made for each individual student, and may be requested for up to four (4) years, subject to annual review by the local board of trustees. Waivers must be requested before April 1 of the year prior to the operative date. (Emphasis added.)

This final section of the law addressing requests for waiver was added to the Idaho Code in 2005 at the request of other districts on the Idaho-Oregon border.

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Ms. Andree Scown, Administrator
December 13, 2007
Page 3

It is my understanding that, currently, Jordan Valley and Pleasant Valley each accepts an even number, four (4), students from across state lines without charging tuition. The above combination of statutes requires that, if Pleasant Valley accepts out-of-state students for enrollment for which the board of trustees does not wish to request tuition from Jordan Valley, the board may request from the State Board of Education a waiver of the obligation to charge tuition. The waiver must relate to an individual student, but may be for a period of up to four years. (The rule of the State Board of Education seems to reflect an annual agreement, even though the time period for an individual student may be more than one year.) There is no limitation on the number of years that the tuition for an individual student could be waived, but the request must be made in the spring, prior to April 1 of the school year the student is to enroll. As a mutual waiver of the tuition by each school district works to the economic advantage of Idaho, I assume that the State Department of Education would be ~~willing~~ willing to grant such waiver.

I hope that this discussion clarifies the issue of out-of-state tuition for your students. If you do have additional questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Roseanne R. Hardin".

Roseanne R. Hardin
Attorney at Law

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STATE DEPARTMENT OF EDUCATION
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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

TITLE 33
EDUCATION
CHAPTER 14
TRANSFER OF PUPILS

33-1405. RATES OF TUITION -- TUITION CERTIFICATES. The state department of education shall prepare and distribute all necessary forms; and shall issue to each school district, annually, a tuition certificate bearing a serial number, which certificate shall authorize the receiving district to charge and to bill for the tuition of its nonresident pupils where tuition has not been waived.

In determining tuition rates to be charged by any creditor school district, the state department of education shall compute the sum of that district's maintenance and operation costs, depreciation on its buildings, equipment, and other property, and the interest, if any paid by it on bonded debt or registered warrants. The said state department of education shall then compute what proportion of the sum of said costs, depreciation and interest is allocable to elementary schools, and what proportion is allocable to secondary schools, in the district. The proportion allocable to elementary schools shall then be divided by the average daily attendance of elementary school pupils, and the proportion allocable to secondary schools shall be divided by the average daily attendance of secondary school pupils, in the district, and the amount so determined shall be the gross per-pupil cost, elementary or secondary, as the case may be. The net per-pupil cost shall be the gross per-pupil cost less the per-pupil apportionment to the district of any foundation program funds.

Computations of tuition rates shall be made as of the school year next preceding the year for which tuition charges are determined and made.

Charges for tuition made by any creditor school district shall be its net per-pupil cost, as hereinabove defined; except that its gross per-pupil cost shall be charged where any pupil has transferred to the creditor district by transfer other than one prescribed by section 33-1403, Idaho Code, or where the home district of any pupil attending school in the creditor district is without the state of Idaho.

The board of trustees of a school district may request a waiver from the state board of education of any portion of the tuition rate determined pursuant to this section. A waiver request must be made for each individual student, and may be requested for up to four (4) years, subject to annual review by the local board of trustees. Waivers must be requested before April 1 of the year prior to the operative date.

(Emphasis added)

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IDAHO STATE BOARD OF EDUCATION
APRIL 17-18, 2008

SUBJECT

Election of Officers for State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Bylaws, F. Officers and Representatives.

Idaho Code, 33-104

BACKGROUND

Under Idaho law in April of each year the State Board of Education elects officers for the coming year. At the April 2007 meeting Milford Terrell was elected President, Paul Agidius was elected Vice President and Sue Thilo was elected Secretary. Each officer will have currently served one term.

DISCUSSION

Duties of Board Officers are as follows: The Board President presides over all Board meetings, with full power to discuss and vote on all matters before the Board. The Vice President presides at meetings in the event of absence of the Board president and performs the president's duties in the event the president is unable to do so. The Secretary presides at meetings in the event of absence of the Board president and vice president. The Officers and the Past President constitute the Board's Executive Committee.

BOARD ACTION

A motion to elect _____ as President of the Board for the coming year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to elect _____ as Vice President of the Board for the coming year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A motion to elect _____ as Secretary of the Board for the coming year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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REFERENCE: APPLICABLE STATUTE, RULE, OR POLICY

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

F: Officers and Representatives

1. The officers of the Board include: a. A president, a vice president, and a secretary, who are members of the Board. b. An executive secretary, who is the state superintendent of public instruction.
2. The president, vice president, and secretary are elected at the organizational meeting for one (1) year terms and hold office until their successors are elected. Vacancies in these offices are filled by election for the remainder of the unexpired term.
3. Board representatives to serve on other boards, commissions, committees, and similar bodies are appointed by the Board president.
4. The executive director is appointed by and serves at the pleasure of the Board unless the contract of employment specifies otherwise. The executive director serves as the chief executive officer of the Office of the State Board of Education.

IDAHO STATE BOARD OF EDUCATION
APRIL 17-18, 2008

TITLE 33
EDUCATION
CHAPTER 1

STATE BOARD OF EDUCATION

33-104. MEETINGS OF THE BOARD -- HONORARIUM -- EXPENSES --
ORGANIZATION.

The state board shall hold no less than four (4) regular meetings annually at such time and place as may be directed by the board. Special meetings may be called by the president at any time and place designated in such call.

Each member shall be compensated as provided by section 59-509(h), Idaho Code.

At its first meeting after the first day of April, in each year, the state board shall organize and shall elect from its membership a president, a vice president and a secretary.